



Lamar Consolidated Independent School District
Board of Trustees
Tuesday, February 14, 2012
7:00 PM

Michael Richard, President • Sam Hopkins, Vice President • Karen Mendoza, Secretary
Dar Hakimzadeh • Julie Thompson • Jesse Torres • Rhonda Zacharias

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
FEBRUARY 14, 2012
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. 2012 National High School Rudy Award Winner
4. Audience to patrons
5. Approval of minutes
 - A. January 19, 2012 Regular Board Meeting 6
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. **ACTION ITEMS**
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 1. Consider approval to submit a waiver for two staff development days during the 2012-2014 school years 12
 2. Consider approval to submit grant application to the office of the Governor of Texas, Criminal Justice Division 17
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10. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	208
a. Approval of personnel recommendations or employment of professional personnel	

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- c. Employee resignations and retirements 211
- d. Superintendent's Evaluation and Contract
- e. Executive Director of Community Relations 212
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition
 - b. Consider approval of purchase of 14.22 acre tract for elementary site in the Summer Park subdivision
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items
Future Agenda Items

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of February 2012 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek

Karen Vacek
Secretary to Superintendent

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 19th day of January, 2012 the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

Michael Richard	President
Sam Hopkins	Vice President
Karen Mendoza	Secretary
Dar Hakimzadeh	Member
Julie Thompson	Member
Rhonda Zacharias	Member

Members Absent

Frank Torres	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Christy Willman	Executive Director of Community Relations
Merri Schneider-Vogel	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

The prayer was led by Mr. Bevers and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

a. Foster High School Varsity Volleyball

The Board recognized the 2011 Foster High School Varsity Volleyball 4A State semifinalists. Team members honored were Tamia Dockery, Tiana Dockery, Hannah Devine, Jacquelyn Durgin, Jacqueline Hobdy, Kellcie Waters, Erin Fiars, Kelsey Whileyman, Megan Haas, Lauren Nemeck, Kelsey Alford, Annie Morelli, Abigail McIntyre, Rebecca Luebeck, Amanda Gutowsky, Caylin Wright, Madison Gisi, and coach, Tara Domel.

4. AUDIENCE TO PATRONS

None

5. APPROVAL OF MINUTES OF DECEMBER 15, 2011 REGULAR BOARD MEETING

It was moved by Mr. Hopkins and seconded by Ms. Zacharias that the Board of Trustees approve the minutes of the December 15, 2011 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBERS REPORTS

□ Meetings and Events

Ms. Zacharias gave a brief overview of the Technology Committee meeting.

Mr. Hopkins reported on the Facilities Committee meeting. All deadlines have been met.

Mr. Richard gave a brief overview of the Finance Committee meeting. The district Comprehensive Annual Financial Report was discussed and will be presented at the meeting tonight.

Ms. Mendoza thanked the Board for allowing her to take the TASB Webinar training and gave a brief overview of the Policy Committee meeting.

7. SUPERINTENDENT REPORTS

□ Meetings and Events

□ Information for Immediate Attention

□ Introductions

8. PUBLIC HEARING – LCISD ACCOUNTABILITY PERFORMANCE REPORT FOR 2010—2011

The meeting was opened to the public at 7:18 p.m. Mr. Moore gave a presentation on the LCISD Accountability Performance for 2010—2011. There being no discussion, the meeting was closed to the public at 7:20 p.m.

AGENDA ITEMS FOR CONSENT OF APPROVAL: 9. A-2—9. A-17 and 9. B-1

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

9. A GOAL: PLANNING

9. A-2 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

9. A-3 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted pages 27-A—27-B.)

9. A-4 Approval of Superintendent Priorities for 2011—2012

approved superintendent priorities for 2011—2012.

9. A-5 Approval of Board Calendar for 2012

approved the proposed Board calendar for 2012.

9. A-6 Consider Adoption for 2012—2013 Student/Staff Instructional Calendar

approved the student/staff instructional calendar Option #1 for 2012—2013 as recommended by the Districtwide Student Improvement Council (DSIC). (See inserted page 27-C.)

9. A-7 Approval of Resolutions proclaiming

a. Black History Month

approved the resolution proclaiming February 2012 as “Black History Month” in the Lamar Consolidated Independent School District. (See inserted page 27-D.)

b. School Counselor Week

approved the resolution proclaiming the week of February 6—10, 2012 as “School Counselor Week” in the Lamar Consolidated Independent School District. (See inserted page 27-E.)

9. A-8 Approval of Board Policy

a. EIA (LOCAL) – Academic Achievement: Grading/Progress Reports to Parents

approved the first reading of policy EIA(LOCAL) – Academic Achievement: Grading/Progress Reports to Parents. (See inserted pages 27-F—27-G.)

9. A-9 **Approval of Donations to the District, including, but not limited to:**

- a. 1621 Place
- b. Beasley Elementary School
- c. B. F. Terry High School

approved donations to the district.

9. A-10 **Approval of Amendment #5 to the Gilbane Building Company Program Management Agreement**

approved amendment #5 to the Gilbane Building Company Program Management Agreement to provide program management for the 2011 bond referendum in the amount of \$8,842,985. (See inserted pages 28-A—28-B.)

9. A-11 **Approval of Procurement Method for the Construction of the New Elementary #22, the New Polly Ryon Middle School, and the Build-Out of the George Ranch High School Shell Space**

authorized the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria for the construction of the new elementary #22, the new Polly Ryon Middle School, and the build-out of the George Ranch High School shell space.

9. A-12 **Approval of Change Order #2 for the Satellite Transportation Center**

approved Change Order #2 in the amount of \$183,260.09 to the contract with Pepper-Lawson Construction and budget as necessary.

9. A-13 **Approval of Architect Contract**

approved PBK Architects for the design of the George Ranch High School build-out construction project and allow the superintendent to begin contract negotiations.

9. A-14 **Approval of Standpipe/Fire Sprinkler and Back-Flow System Inspections and Service**

approved Kauffman Company for the system inspections and services for standpipe/ fire sprinkler and back-flow systems.

9. A-15 **Approval of Master Interlocal Agreement with Region 10 Educational Service Center for Products and Services**

approved the master interlocal agreement for product and services from Region 10 Educational Service Center and approved budget amendments as necessary. (See inserted pages 28-C—28-D).

9. A-16 **Approval of the Underwriting Team for Issuance of Schoolhouse Bonds**

approved the underwriting team (the “Team”) for the upcoming issuance of school-house bonds.

9. A-17 Approval of Bond Counsel

approved Vinson and Elkins, LLP for bond counsel services for a one-year period beginning January 19, 2012 with automatic one-year renewals unless terminated by the District or the Firm and authorized the Superintendent to negotiate the contract. (See inserted pages 29-A—29-L.)

9. B GOAL: TECHNOLOGY

9. B-1 Approval of Request for Proposal #30-2011 for Managed WAN Services

approved accepting the proposal for managed Wide Area Network (WAN) services from Phonoscope LTD and authorized the superintendent to negotiate contracts.

9. A GOAL: PLANNING

9. A-1 Approval of Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2010—2011 School Year

It was moved by Mr. Hopkins and seconded by Ms. Thompson that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial report for the 2010—2011 fiscal year as presented. The motion carried unanimously.

INFORMATION ITEMS

10. A GOAL: PLANNING

10. A-1 Budget Calendar

10. A-2 Tax Collection Report

10. A-3 Payments for Construction Projects

10. A-4 Region 4 Maintenance and Operations Update

10. A-5 Bond Update

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

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

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2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition

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 7:33 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

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

PERSONNEL RECOMMENDATIONS

It was moved by Ms. Mendoza and seconded by Ms. Zacharias that the Board of Trustees approve personnel as presented with addendum. The motion carried unanimously.

Employed

Robertson, Midge	TBD	Special Education Coordinator
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FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting adjourned at 8:31 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Karen Mendoza
Secretary of the Board of Trustees

**CONSIDER APPROVAL TO SUBMIT A WAIVER FOR
TWO STAFF DEVELOPMENT DAYS DURING THE 2012-2014 SCHOOL YEARS**

RECOMMENDATION:

That the Board of Trustees approve a waiver for two staff development days to replace two instructional days. This will make a total of 7 staff development days within the school calendar. Three of the staff development days would be planned district-wide.

IMPACT/RATIONALE:

The waiver for the two staff development days would increase the quality of staff development and give a cohesiveness to campus and district-wide planning. The effectiveness and utilization of the knowledge, skills and/or attitudes acquired will better enable the district to make evaluations on the impact of staff development.

Submitted by: Kathy Mathison, Director of Staff Development
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

Texas Education Agency

State Waivers Unit

Application for Expedited and General State Waivers

Instructions

Mail or fax application to:

Texas Education Agency
State Waiver Unit
1701 North Congress Avenue
Austin, TX 78701-1494
Phone (512) 463-9630
Fax (512) 475-3666
Email waivers@tea.state.tx.us

Timeline for Accelerated Instruction Waiver

The waiver is subject to the conditions listed in the attached guidelines: <http://www.tea.state.tx.us/index2.aspx?id=7085#Timeline>

Teacher Data Portal of the Texas Assessment Management System Waiver

The waiver is subject to the conditions provided in the attached guidelines: <http://www.tea.state.tx.us/index2.aspx?id=7085#Portal>

Foreign Exchange Student Waiver

The waiver is subject to the provisions in the attached guidelines and FAQ:

Guidelines: <http://www.tea.state.tx.us/WorkArea/DownloadAsset.aspx?id=2147500401>

FAQ: <http://www.tea.state.tx.us/WorkArea/DownloadAsset.aspx?id=2147500402>

Waiver Information

District name: Lamar Consolidated	District/Campus #: 079-901	Phone: 832-223-0000	Fax: 832-2230131	
Address: 3911 Avenue I	City: Rosenberg	State: TX	Zip code: 77471	
Contact first name: Kathy	MI: J	Contact last name: Mathison	Phone: 832-223-0135	E-mail: kmathison@lcisd.org

Superintendent: Dr. Mr. Mrs. Ms.

Thomas Randle

Printed Name

Signature

Board President: Dr. Mr. Mrs. Ms.

Michael Richard

Printed Name

Signature

Date of board approval:

Board vote: for- against- abstain- absent-

Comments from appropriate Site-based Decision Making Committee:

Time will be used for vertical and grade-level planning, teacher assessment of student performance, parent conferences, and campus planning.

Carolyn Jones

Committee Chairperson (print)



Committee Chairperson Signature

Texas Education Agency

State Waivers Unit

Application for Expedited and General State Waivers

Expedited Waivers

Staff Development Waiver

Pursuant to Texas Education Code (TEC) §25.081, this waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction.

Number of days requested: 2

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver

Pursuant to TEC §25.081, this waiver allows the district or charter school to conduct additional staff training for reading/English language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.

Reading/English Language Arts Mathematics Science Social Studies

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Staff Development through Participation in Eligible Conferences Waiver

Pursuant to TEC §25.081, this waiver allows the district or charter school to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Early Release Waiver

Pursuant to TEC §25.082(a), this waiver allows the district or charter school to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities.

Number of days requested: 6

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Modified Schedule State Assessment Testing Days Waiver

Pursuant to TEC §25.082(a), this waiver allows the district or charter school to modify the schedule of classes on State Assessment testing days during the current school year to reduce interruptions during testing period.

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Timeline for Accelerated Instruction Waiver

Pursuant to §28.0211(a) and (a-2), this waiver allows districts and charter schools to adjust the timeline for providing the accelerated instruction required for placement in/promotion to the next grade. This waiver is limited to students who fail the third administration of the grade 5 or 8 TAKS reading and/or mathematics test. (Please see instruction section)

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Teacher Data Portal of the Texas Assessment Management System Waiver

Pursuant to §32.258, this waiver allows school districts and charter schools to apply for a waiver of participation in the teacher portal component of the Texas Assessment Management System. A waiver is granted if a district can provide assurance that the local teacher data portal meets the statutory requirements outlined in TEC 32.258. (Please see instruction section)

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Texas Education Agency

State Waivers Unit

Application for Expedited and General State Waivers

Foreign Exchange Student Waiver

Pursuant to TEC §25.001(e), this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver. (Please see instruction section)

- create a financial or staffing hardship for the district;
- diminish the district's ability to provide high quality educational services for the district's domestic students; or
- require domestic students to compete with foreign exchange students for educational resources.

Number of students requested (per high school):

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

General Waivers

Questions 1 - 7 on page 4 are REQUIRED for all General Waivers

- | | |
|---|---|
| <input type="checkbox"/> Course requirement | <input type="checkbox"/> Course requirement (CTE) |
| <input type="checkbox"/> Pregnancy related services on-campus (CEHI) | <input type="checkbox"/> Electronic course program |
| <input type="checkbox"/> For foreign exchange student waiver, description must address the circumstances applicable to the district under TEC § Section 25.001(e) (1), (2), or (3). Please submit local policy with application. (Please see instruction section) | <input type="checkbox"/> Other (please specify):
_____ |

Texas Education Agency

State Waivers Unit

Application for Expedited and General State Waivers

1. Give a brief narrative description of the requested waiver.

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

3. Cite the Texas Education Code or the Texas Administration Code that the district or campus wishes to waive?

4. Describe the plan to be implemented, if the waiver is granted.

5. How will granting this waiver help achieve the district's or campus' objective?

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

7. Please specify the school years for which the waiver is requested, to a maximum of three years.

Requested years: 2011 - 2012 2012 - 2013 2013 - 2014

Print Form

**CONSIDER APPROVAL TO SUBMIT GRANT APPLICATION TO THE OFFICE OF
THE GOVERNOR OF TEXAS, CRIMINAL JUSTICE DIVISION**

RECOMMENDATION:

That the Board of Trustees approve the submission of a grant application to the Office of the Governor of Texas, Criminal Justice Division.

IMPACT/RATIONAL:

Lamar CISD students face many opportunities to avoid risky behavior. Lamar CISD regularly conducts surveys in district. A compilation of the latest survey data indicated that youth have an uncharacteristically low perception of risk associated with alcohol use when compared to their perception of risk regarding the dangers of tobacco. Alcohol continues to be the most widely used substance among secondary school students and marijuana remains to be the most commonly used illegal drug among 7-12 graders.

Monitoring these surveys focuses prevention strategies on emergent needs within identified service areas. These tools assist in obtaining a regional concept of the prevention needs and service gaps. Fort Bend Regional Council works closely with the community planning team to determine the needs of this community as related to substance abuse prevention. Clearly the proposed continuation of the Project SUCCESS program in the district will help address a service gap. It offers prevention education and counseling to the district that would not otherwise be available.

No matching funds are required. This is a one year continuation grant. No additional staff would be required to coordinate the program. Fort Bend Regional Council would be coordinating many activities of this grant.

Submitted by: Rhett Gray, Administrator for Truancy/Dropout Prevention
 Walter Bevers, Executive Director of Secondary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**OFFICE OF THE GOVERNOR OF TEXAS
CRIMINAL JUSTICE DIVISION**

Resolution

Whereas, The Lamar CISD Board of Trustees finds it in the best interest of the students of Lamar CISD that the Project SUCCESS program be implemented for the 2012-13 school year; and

WHEREAS, Lamar CISD Board of Trustees agree that in the event of loss or misuse of the Criminal Justice Division funds, Lamar CISD Board of Trustees assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Lamar CISD Board of Trustees designated the Superintendent of Schools as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED THAT Lamar CISD Board of Trustees approves submission of the grant application for Lamar CISD to the Office of the Governor, Criminal Justice Division.

Signed by: _____
Michael Richard, President
Board of Trustees, Lamar CISD

Passed and Approved this 14th day of February, 2012.

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Mahak Mithani from the George Ranch High School Speech and Debate team to attend the 2012 National Individual Events Tournament of Champions in Union City, California on May 11-14, 2012.

IMPACT/RATIONALE:

The George Ranch High School Speech and Debate team requests permission for Mahak Mithanito to travel to Union City, California from May 11-14, 2012 by airplane. The approximate cost for student and sponsor/chaperone is \$1,400 each. Meals, airfare, hotel, tournament registration, and ground transportation are included in the cost. The expenses for the trip will be paid for by fundraising activities by the student and booster club. Accompanying Mahak Mithani is George Ranch High School debate coach Chelsea Harmon.

PROGRAM DESCRIPTION:

The student will participate in a national championship tournament on the campus of Logan High School in Union City, California. In order to compete at Tournament of Champions competition, students must qualify through success in regular season tournaments. This level of competition serves as excellent preparation for the National Forensic League national competition, which will be held in Indianapolis, Indiana in June.

Submitted by: Walter Bevers, Executive Director of Secondary Education
 Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Lamar Consolidated High School Fillies Drill Team to travel to San Diego, California on March 8–11, 2013.

IMPACT/RATIONALE:

The Lamar Consolidated High School Fillies request permission to travel to San Diego, California on March 8-11, 2013 by airplane. The approximate cost per individual will be \$1,200, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. Total cost of the trip is estimated to be \$48,000. Thirty to forty students are expected to participate, plus the director, and chaperones. The expenses for the trip will be paid for by fundraising activities by the Fillies Booster Club.

PROGRAM DESCRIPTION:

The Lamar Consolidated High School Fillies will take a master class from a professional dance company in San Diego, as well as visit Sea World, the San Diego Zoo, Coronado Island, Balboa Park, and participate in some walking tours of Old Towne San Diego. The Lamar Fillies last traveled out-of-state to New York City, New York in March, 2009.

Submitted by: Walter Bevers, Executive Director of Secondary Education
 Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for three Lamar Consolidated Independent School District Speech and Debate teams to attend the 2012 Tournament of Champions National Extemporaneous Speaking Tournament at Northwestern University in Evanston, Illinois on May 11-14, 2012.

IMPACT/RATIONALE:

Speech and Debate teams from Lamar High School, Foster High School, and George Ranch High School request permission to travel to Evanston, Illinois from May 11-14, 2012 by airplane. The approximate cost for each student and sponsor/chaperone is \$900. Meals, airfare, hotel, tournament registration, and ground transportation are included in the cost. The expenses for the trip will be paid for by fundraising activities by the students and booster clubs.

PROGRAM DESCRIPTION:

The students will participate in a national championship tournament on the campus of Northwestern University. In order to compete at Tournament of Champions competition students must qualify through success in regular season tournaments. Last year, Lamar High School placed 5th in the tournament, gaining national recognition. This level of competition serves as excellent preparation for the National Forensic League national competition, which will be held in Indianapolis, Indiana in June.

Submitted by: Walter Bevers, Executive Director of Secondary Education
 Ramiro Estrada, Director of Fine Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Terry High School Choir to travel to Orlando, Florida on March 7–12, 2013.

IMPACT/RATIONALE:

The Terry High School Choir requests permission to travel to Orlando, Florida on March 7-12, 2013 by airplane. The approximate cost per individual will be \$1,200, which includes the cost of airfare, meals, hotel, ticket fees, and ground transportation. Total cost of the trip is estimated to be \$60,000. Approximately fifty students are expected to participate, plus the director, and chaperones. The expenses for the trip will be paid for by fundraising activities by the Ranger Choir Booster Club.

PROGRAM DESCRIPTION:

The Terry High School Choir will participate in Walt Disney World's Disney Sings Program, where students will explore the world of the professional vocalist. Students examine the skills, attitudes, and high expectations required for Disney-quality performance excellence. Led by a professional Disney vocalist, the choir will record an excerpt from a Disney animated feature film's soundtrack. Then, students will experience the demands and exhilaration of a live performance as they quickly prepare music and choreography for a simulated Disney show. The trip includes visits to Disney World and Universal Studios. The Ranger Choir last traveled out-of-state to Orlando, Florida in March, 2009.

Submitted by: Walter Bevers, Executive Director of Secondary Education
 Ramiro Estrada, Director of Fine Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Terry High School Rangerettes drill team to travel to New York City, New York on March 8–12, 2013.

IMPACT/RATIONALE:

The Terry High School Rangerettes request permission to travel to New York City, New York on March 8-12, 2013 by airplane. The approximate cost per individual will be \$1,200, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. Total cost of the trip is estimated to be \$60,000. Forty to fifty students are expected to participate plus director, and chaperones. The expenses for the trip will be paid for by fundraising activities by the Rangerettes Booster Club.

PROGRAM DESCRIPTION:

The Terry High School Rangerettes will participate in a jazz technique workshop at a Broadway theatre. They will visit the NBC Studios, Radio City Music Hall, the Metropolitan Museum of Art, Lincoln Center, the Statue of Liberty, Ellis Island, and Rockefeller Center or the Empire State Building. The Rangerettes last traveled out of state in 2010 to Los Angeles, California.

Submitted by: Walter Bevers, Executive Director of Secondary Education
 Ramiro Estrada, Director of Fine Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of January 2012 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, Chief Financial Officer

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF JANUARY 2012 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 January total \$15,750,452 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,207,515
614	Employee Benefits	356,409
621	Professional Services	750,617
623	Education Services Center	44,801
624	Contracted Maintenance and Repair Services	285,332
625	Utilities	237,690
626	Rentals and Operating Leases	59,601
629	Miscellaneous Contracted Services	62,206
631	Supplies and Materials for Maintenance and Operations	252,906
632	Textbooks and Other Reading Materials	59,120
633	Testing Materials	2,962
634	Food Service	478,739
639	General Supplies and Materials	777,500
641	Travel and Subsistence -- Employee and Student	110,502
643	Election Expense	5,704
649	Miscellaneous Operating Costs/Fees and Dues	117,172
651	Debt Service	31,108
662	Building Purchase, Construction, and/or Improvements	730,778
663	Furniture & Equipment - \$5,000 or more per unit cost	94,961
129	Misc. Receivable/Alternative Certification Fees	320
131	Inventory Purchases	75,927
231	Deferred Revenues	130
217	Operating Transfers, Loans and Reimbursements	7,815
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	637
	Total	15,750,452

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of January 2012 including purchasing card transactions from the previous month. 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 JANUARY 31, 2012

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	104,726,735.00	84,745,867.00	(19,980,868.00)	80.9%
5800-STATE PROGRAM REVENUES	75,322,616.00	52,543,053.00	(22,779,563.00)	69.8%
5900-FEDERAL PROGRAM REVENUES	1,520,000.00	924,043.00	(595,957.00)	60.8%
TOTAL- REVENUES	181,569,351.00	138,212,963.00	(43,356,388.00)	76.1%
EXPENDITURES				
6100-PAYROLL COSTS	150,666,016.00	60,242,084.00	90,423,932.00	40.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,178,273.00	3,963,550.00	9,214,723.00	30.1%
6300-SUPPLIES AND MATERIALS	8,828,500.00	2,985,434.00	5,843,066.00	33.8%
6400-OTHER OPERATING EXPENDITURES	10,114,148.00	3,884,124.00	6,230,024.00	38.4%
6600-CAPITAL OUTLAY	514,450.00	120,361.00	394,089.00	23.4%
TOTAL-EXPENDITURES	183,301,387.00	71,195,553.00	112,105,834.00	38.8%

**Lamar CISD
Local Investment Pools
as of January 31, 2012**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	792,567.10	0.00	0.00	58.90	792,626.00
General Account	29,929,120.94	0.00	9,580,015.17	1,938.69	20,351,044.46
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,349,974.62	767,280.00	1,500,000.00	92.70	617,347.32
Debt Service Series 1996	68.79	0.00	0.00	0.00	68.79
Debt Service Series 2004	3,075.61	0.00	0.00	0.27	3,075.88
Workmen's Comp	1,069,592.93	12,735.17	120,000.00	72.95	962,401.05
Property Tax	26,652,017.55	58,250,881.66	0.00	4,949.00	84,907,848.21
Vending Contract Sponsor	474,133.35	0.00	0.00	35.16	474,168.51
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	403,032.35	0.00	37,348.86	28.00	365,711.49
Debt Service Series 2007	20,604.72	0.00	0.00	1.54	20,606.26
Capital Projects Series 2005	1,515,200.95	0.00	0.00	112.59	1,515,313.54
Student Activity Funds	56,126.77	0.00	0.00	4.15	56,130.92
Taylor Ray Donation Account	14,714.69	0.00	0.00	1.06	14,715.75
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,094.50	0.00	0.00	3.97	53,098.47
Debt Service Series 2008	1,161,905.57	0.00	0.00	86.29	1,161,991.86
Powell Point Series 2003	1,476.03	0.00	0.00	0.02	1,476.05
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,006.65	0.00	0.00	0.41	5,007.06
Workers' Comp	718,813.88	0.00	0.00	58.31	718,872.19
Property Tax Fund	32,068.49	0.00	0.00	2.60	32,071.09
General Fund	2,580,543.17	0.00	0.00	209.33	2,580,752.50
Food Service Fund	90,234.11	0.00	0.00	7.32	90,241.43
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	43.63	0.00	0.00	0.00	43.63
Capital Project Series 1998	698.66	0.00	0.00	0.06	698.72
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,331.56	0.00	0.00	11.63	143,343.19
Capital Project Series 1999	154.80	0.00	0.00	0.01	154.81
Capital Projects 2007	382.97	0.00	0.00	0.03	383.00
Capital Projects 2008	36,737.21	0.00	0.00	2.98	36,740.19
MBIA Texas CLASS Fund					
General Account	15,272,757.16	0.00	0.00	2,695.00	15,275,452.16
Debt Service Series 1998	90.83	0.00	0.00	0.00	90.83
Capital Project Series 1998	901.27	0.00	0.00	0.15	901.42
Debt Service Series 1999	1.22	0.00	0.00	0.00	1.22
Capital Project Series 1999	134.59	0.00	0.00	0.00	134.59
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 2008	1.00	0.00	0.00	0.00	1.00
TEXSTAR					
Capital Projects Series 2007	741.62	0.00	0.00	0.06	741.68
Debt Service Series 2008	3,005,567.17	0.00	0.00	230.35	3,005,797.52
Capital Projects Series 2008	14,731,602.61	0.00	1,136,816.06	1,099.37	13,595,885.92
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,234,942.99	0.00	0.00	155.47	2,235,098.46
Capital Projects Series 2008	140.32	0.00	0.00	0.01	140.33

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.09	\$7,385.29
LONE STAR ACCOUNT INTEREST	0.10	\$292.68
MBIA TEXAS CLASS ACCOUNT INTEREST	0.21	\$2,695.15
TEXSTAR ACCOUNT INTEREST	0.09	\$1,329.78
TEXAS TERM/DAILY ACCOUNT INTEREST	0.20	\$155.48
TOTAL CURRENT MONTH EARNINGS		\$11,858.38
EARNINGS 9-01-11 THRU 12-31-11		\$32,073.29
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$43,931.67

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for LCISD 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 14.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Lamar High School is requesting a budget change to amend the “snapshot” adjustment. The campus enrollment decreased, resulting in a loss in funding. The principal elects to take the funds from extra-curricular areas instead of classroom instruction.

199-36	Co-curricular/Extra-curricular Activities	(16,300.00)
199-11	Classroom Instruction	16,300.00

The Curriculum Department is requesting a budget change for renovation of Brazos Crossing to convert office space into tutoring observation room for the Reading Recovery program.

199-11	Classroom Instruction	(21,460.00)
199-51	Plant Maintenance & Operations	21,460.00

ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2012A AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2012B AND SETTING CERTAIN PARAMETERS THEREFOR

RECOMMENDATION:

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2012A and Unlimited Tax Refunding Bonds, Series 2012B.

IMPACT/RATIONALE:

The voters of Lamar Consolidated Independent School District authorized the issuance of \$249,159,215 in schoolhouse bonds in an election held November 8, 2011. Based on the requirements of the project schedule and due to historically low interest rates, administration and the District's financial advisor recommend selling \$110,000,000 of the authorization. In addition, the administration and financial advisor recommend the refunding of \$43,930,000 of the District's Unlimited Tax Schoolhouse and Refunding Bonds, Series 2004 (the "Fixed Rate Bonds") to realize approximately \$5 million in present value debt service savings and refunding the District's outstanding Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2004 (the "Variable Rate Bonds") totaling \$26,565,000 to a fixed rate. At last month's meeting, the Board of Trustees approved the underwriting team and authorized First Southwest Company to assist the District with this sale of schoolhouse and refunding bonds. Attached is a schedule of events surrounding the sale and delivery of the bonds.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse and Refunding Bonds, Series 2012A and Unlimited Tax Refunding Bonds, Series 2012B is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

the price to be paid for the Series 2012A Bonds and Series 2012B Bonds shall not be less than 100% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

the Series 2012A Bonds shall not bear interest at a rate greater than 5%, and the Series 2012B Bonds shall not bear interest at a rate in excess of the maximum rate allowed under Section 1204.006, Texas Government Code;

the refunding of the Fixed Rate Bonds shall produce a net present value savings of not less than \$5,000,000;

the aggregate principal amount of the Bonds authorized to be issued for the purposes of refunding the Variable Rate Bonds shall not exceed \$30,000,000, and the aggregate principal amount of the Bonds authorized to be issued for the purposes of refunding the Fixed Rate Bonds shall not exceed \$50,000,000, and shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the District, if any, to provide for the refunding of those bonds selected for redemption;

the aggregate principal amount of the Bonds authorized to be issued for the purposes authorized in the election shall not exceed \$110,000,000; and

no Series 2012A Bond shall mature later than February 15, 2045, and no Series 2012B Bond shall mature later than February 15, 2024.

A copy of the entire Preliminary Official Statement (prospectus) is included under separate cover. Mr. Terrell Palmer (First Southwest Company), Mr. Jonathan Frels (Bracewell & Giuliani 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 new and/or refunding bonds. The underwriting team will have 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 Board Financial Audit Committee has reviewed the qualifications of underwriters that provide services in the area, and consulted with the District's financial advisor. The underwriting team for this sale will include Morgan Keegan and Company, Inc., BOSC Inc., Wells Fargo Securities, RBC Capital Markets, LLC, Southwest Securities, Inc., Piper Jaffray & Co., and First Public, LLC.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

ORDER
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS
SERIES 2012A

AND

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS
SERIES 2012B

Adopted: February 16, 2012

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AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2012A AND UNLIMITED TAX REFUNDING BONDS, SERIES 2012B; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

WHEREAS, it is intended that all or a portion of the Refunded Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificates (as hereinafter defined) and shall be refunded pursuant to this Order and the respective Pricing Certificates; and

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

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

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

WHEREAS, the Board of Trustees of the District hereby finds and determines that the issuance and delivery of the refunding bonds in one or more series hereinafter authorized is in

the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board of Trustees hereby finds and determines that the refunding of the District’s Unlimited Tax Schoolhouse and Refunding Bonds, Series 2004 as contemplated in this Order will benefit the District by providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of such bonds; and

WHEREAS, the Board of Trustees of the District hereby finds and determines that the refunding of the District’s Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2004 is in the best interest of the District and will allow the District to restructure its debt service payments by reducing the District’s variable rate exposure and that such benefit is sufficient consideration for the refunding of such bonds, notwithstanding that such refunding may not result in gross savings to the District; and

WHEREAS, the Board of Trustees of the District hereby finds and determines that the manner in which the refunding is being executed does not make it practicable to make the determination described by Section 1207.008(a)(2) of Chapter 1207; and

WHEREAS, the voters of the District have approved schoolhouse bonds voted pursuant to the Constitution and the laws of the state of Texas, including particularly Chapter 45 of the Texas Education Code, as amended, (“Chapter 45”) and at an election held within the District on November 8, 2011 (the “Election”); and

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

<u>Election</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Authorized but Unissued Balance</u>
November 8, 2011	\$249,159,215	\$0	\$249,159,215

WHEREAS the Board of Trustees (the “Board”) of the District does hereby determine that the schoolhouse bonds in an amount not to exceed \$110,000,000, including any premium charged against voted authority, should be issued as the first installment of the \$249,159,215 schoolhouse bonds voted at the Election; and

WHEREAS, the actual amount issued therefrom pursuant to this Order and the balance that remains after the issuance of the schoolhouse bonds authorized in this Order shall be indicated in the Pricing Certificate; 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 construction, acquisition and equipment of school buildings in the District, for the purchase of necessary sites for school buildings and the purchase of new school buses and to pay the costs of issuing the bonds at this time; and

WHEREAS, the schoolhouse bonds are authorized to be issued pursuant to Chapter 45 and such bonds are authorized to be issued in combination with refunding bonds pursuant to Section 1207.004, Texas Government Code; 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 (“Chapter 1371”); and

WHEREAS, pursuant to Chapters 1207 and 1371, the District desires to delegate the authority to effect the sale of the Bonds to the Authorized Officer; and

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

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefore, with interest thereon compounded semiannually, as set forth in the Pricing Certificate.

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

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

“Bond” means either of the Series 2012A Bonds or the Series 2012B Bonds or both as the context requires and/or any other series or subseries issued pursuant to this Order.

“Bond Counsel” means Bracewell & Giuliani LLP.

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

“Capital Appreciation Bonds” means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

“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, including applicable regulations, published rulings and court decisions.

“Current Interest Bonds” means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

“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 Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, 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 this Order, its corporate trust office in Dallas, Texas, or at such other location as may be designated in the Pricing Certificate or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

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

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

“Escrow Agent” means the Bank of New York Mellon Trust Company, N.A., or such other entity designated in the Pricing Certificate.

“Escrow Agreement” means one or more escrow agreements by and between the District and the Escrow Agent relating to the Refunded Bonds.

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

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

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

“Initial Bonds” means the Initial Current Interest Bond and the Initial Capital Appreciation Bond for each series of Bonds issued pursuant to this Order.

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

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

“Interest Payment Date” means, with respect to the Current Interest 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 Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“Maturity Amount” means, with respect to the Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

“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 Bank of New York Mellon Trust Company, N.A. or any successor thereto as provided in this Order.

“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 from time to time.

“Purchase Contract” means the purchase contract(s) between the District and the Underwriters pertaining to the sale of the Bonds.

“Record Date” means, with respect to the Current Interest Bonds, the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

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

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

“Refunded Fixed Rate Bonds” shall mean those Refunded Bond Candidates that bear interest at a fixed rate and are selected as Refunded Bonds.

“Refunded Variable Rate Bonds” shall mean those Refunded Bond Candidates that bear interest at a variable rate and are selected as Refunded Bonds.

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

“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.

“Series 2012A Bonds” has the meaning assigned in Section 3.01 hereof.

“Series 2012B Bonds” has the meaning assigned in Section 3.01 hereof.

“Special Payment Date” means the date that is fifteen (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 thirty (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 designated in the Pricing Certificate for each series or subseries of Bonds.

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

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand,

which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional 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 and Refunding Bonds, Series 2012A" (the "Series 2012A Bonds") and the bonds to be designated "Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012B" (the "Series 2012B Bonds") and such other series or subseries as may be designated in the Pricing Certificate, having 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 Chapters 1207 and 1371, Texas Government Code. The Bonds shall be issued (a) in an aggregate principal amount not to exceed \$30,000,000 for the purpose of refunding the Refunded Variable Rate Bonds and paying the costs of issuing the Bonds; (b) in an aggregate principal amount not to exceed \$50,000,000 for the purpose of refunding the Refunded Fixed Rate Bonds and paying the costs of issuing the Bonds; and (c) in an aggregate principal amount not to exceed \$110,000,000 for the purposes of the construction, acquisition and equipment of school buildings in the District, for the purchase of necessary sites for school buildings and the purchase of new school buses and the costs of issuing the Bonds. The total principal amount of the Bonds to be issued from time to time pursuant to this Order shall not exceed \$190,000,000.

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 Current Interest Bonds for each series, if any, shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond for each series, which shall be numbered ICI-1.

(c) The Current Interest 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 Current Interest 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.

(e) The Capital Appreciation Bonds for each series, if any, shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Capital Appreciation Bond for each series, which shall be numbered ICA-1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Accreted Values thereof), and shall mature on the dates and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

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

(c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation 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 thirty (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 fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the

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

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

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

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

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

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond for each series of Bonds representing the entire principal amount of the Current Interest Bonds for such series of Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond for each series of Bonds representing the aggregate Maturity Amount of the Capital Appreciation Bonds for such series of Bonds designated in the Pricing Certificate,

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

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

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

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

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

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, 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 forty-five (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 (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) 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) To the extent so designated in the Pricing Certificate, 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 Bonds 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 blanket 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 Current Interest 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 forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount 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 thirty (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 Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed the initial Paying Agent/Registrar for the Bonds.

(b) The Board hereby approves, and 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, a Paying Agent/Registrar Agreement, 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, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as 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) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

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

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

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally. (a) The Current Interest Bonds and the Capital Appreciations Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bonds, 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 and Exhibit B, respectively, 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 Service Bureau Division of Standard & Poor's Corporation, New York, New York, 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 Chapters 1207 and 1371, Texas Government Code, the Authorized Officer is authorized to act on behalf of the District 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, from time to time, whether such Bonds shall be issued as new money bonds, refunding bonds and/or combination new

money and refunding bonds; the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, the aggregate principal amount of Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, retaining the verification agent, the selection of the Underwriters and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

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

(ii) the Series 2012A Bonds shall not bear interest at a rate greater than 5% and the Series 2012B Bonds shall not bear interest at a rate in excess of the maximum rate allowed under Section 1204.006, Texas Government Code;

(iii) the refunding of the Refunded Fixed Rate Bonds shall produce a net present value savings of not less than \$5,000,000;

(iv) 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, and the Bonds sold for the purposes described in Section 3.01(a) or (b) shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the District, if any, to provide for the refunding of the maximum amount of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount;

(v) the Pricing Certificate for each series or subseries of Bonds issued for the purposes described in Section 3.01(c), from time to time, shall indicate the amount of authorized but unissued bonds that remain available to the District following the issuance of the Bonds approved in the Pricing Certificate; and

(vi) no Series 2012A Bond shall mature later than February 15, 2045, and no Series 2012B Bond shall mature later than February 15, 2024.

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 are hereby 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. 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 therein 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.

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

(c) The District hereby approves the form and content and distribution of the Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds and the Preliminary Official Statement (in the form and with such addenda, supplements or amendments as may be approved by the Authorized Officer and the Underwriters) is deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934. 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.

(d) 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, to effectuate the refunding of the Refunded Bonds and terminate any credit, liquidity or other agreements outstanding in connection therewith and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

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

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

Section 7.03 Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

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

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

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

Section 8.03 Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds will be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations promulgated thereunder (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 8.03; provided, however, that the District will not be required to comply with any particular requirement of this Section 8.03 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section 8.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 8.03.

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

used, in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

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

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

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

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

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month

after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

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

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

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

ARTICLE IX

DISCHARGE

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

ARTICLE X

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

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

Section 10.02 Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the Escrow Agent for the Series 2012A Bonds and Series 2012B Bonds. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for any other series or subseries of bonds as designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, one or more Escrow Agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively,

the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds.

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

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01 Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of the 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 shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bonds;

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

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

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 12.02 Annual Reports. (a) The District shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, 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. 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 such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the District shall provide such audited financial statements as required to the MSRB.

(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 has been filed with the MSRB or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 12.03 Material Event Notices.

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

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

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

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

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

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 12.02 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 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 WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into

account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 13.02 Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 13.03 No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 13.04 Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 13.05 Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

PASSED, APPROVED AND EFFECTIVE on February 16, 2012.

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent
School District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

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

Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2004

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2004

EXHIBIT A

FORM OF CURRENT INTEREST BOND

(a) Form of Current Interest Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX ¹ _____ BOND
SERIES 2012²

CURRENT INTEREST BOND

INTEREST RATE:	MATURITY DATE:	DATED DATE	CUSIP NO.:
_____ %	_____	_____	_____

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

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

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on ³ _____ and ⁴ _____ of each year, commencing ⁵ _____.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of the Bank of New York Mellon Trust Company, N.A., or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the

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

Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last 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 thirty (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 fifteen (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 _____⁶, issued in the aggregate principal amount of \$_____⁷, in part as (i) \$_____⁸ original principal amount of Current Interest Bonds and (ii) \$_____⁹ Capital Appreciation Bonds (herein referred to as the "Bonds"), issued to 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 purpose of _____¹⁰ and paying the costs of issuing the Bonds. This Bond is a Current Interest Bond.

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.

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

The District has reserved the option to redeem the Bonds maturing on and after ¹¹, in whole or in part before their respective scheduled maturity dates, on ¹², or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine 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 ¹³ (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>Redemption Date</u> <small>¹⁴</small> _____	<u>Principal Amount</u> \$ <small>¹⁵</small> _____

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 forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than thirty (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

¹¹ Insert from Officers Pricing Certificate.
¹² Insert from Officers Pricing Certificate.
¹³ Insert from Officers Pricing Certificate.
¹⁴ Insert from Officers Pricing Certificate.
¹⁵ Insert from Officers Pricing Certificate.

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 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 forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

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

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

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

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent
School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

16
_____,
as Paying Agent/Registrar

Date: _____

By: _____

¹⁶ Insert from Officers Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

(d) Statement of Permanent School Fund Guarantee.

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

PERMANENT SCHOOL FUND GUARANTEE

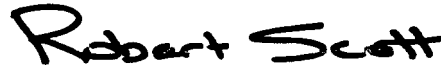
Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax ¹⁷ Bonds, Series 2012, ¹⁸ dated _____¹⁹, in the principal amount of \$ _____²⁰ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to

¹⁷ Insert from Officers Pricing Certificate.
¹⁸ Insert from Officers Pricing Certificate.
¹⁹ Insert from Officers Pricing Certificate.
²⁰ Insert from Officers Pricing Certificate.

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.



Robert Scott
Commissioner of Education
State of Texas

(e) Initial Current Interest Bond Insertions

(i) The Initial Current Interest 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:

(A) 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;

(B) in the first paragraph the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on _____²¹ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

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

(C) the Initial Bond shall be numbered ICI-1.

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

²¹ Insert from Officers Pricing Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts of
the State of Texas

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

(a) Form of Capital Appreciation Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX ¹ BOND
SERIES 2012²

CAPITAL APPRECIATION BOND

<u>YIELD TO</u> <u>MATURITY</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT</u>	<u>MATURITY</u> <u>DATE</u>	<u>CLOSING</u> <u>DATE</u>	<u>CUSIP NO.</u>
_____ %	\$ _____	_____, ____	_____, ____	_____

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

or registered assigns, on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of

_____ DOLLARS

The Maturity Amount represents the total of the Original Principal Amount hereof, plus the initial premium paid hereon, together with interest thereon to the Maturity Date. Interest accretes from the Closing Date specified above, and will compound semiannually on _____³ and _____⁴ in each year, commencing _____⁵. A table of the "Accreted Values" per \$5,000 Maturity Amount is printed on or attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any,

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

paid therefor with interest thereon accreted and compounded semiannually to the _____⁶ or _____⁷ next preceding the date of such calculation (or, the date of calculation, if such calculation is made on _____⁸ or _____⁹) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than a _____¹⁰ or _____¹¹, the Accreted Value of this Bond shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months.

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas, or at such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Bank of New York Mellon Trust Company, N.A., the initial Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the Maturity Amount 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 Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of the _____¹², issued in the aggregate principal amount of \$_____¹³ in part as (i) \$_____¹⁴ original principal amount of Current Interest Bonds and (ii) \$_____¹⁵ Capital Appreciation Bonds, pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the purposes of _____¹⁶ and paying the costs of issuing the Bonds. This Bond is a Capital Appreciation Bond.

The Capital Appreciation Bonds are not subject to redemption prior to stated maturity.

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

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

¹⁶ Insert from Officers Pricing Certificate.

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 forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

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

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

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

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent
School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bonds of this series of bonds were approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

17

as Paying Agent/Registrar

Date: _____

By: _____
Authorized Signatory

(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.

¹⁷ Insert from Officers Pricing Certificate.

(d) Initial Capital Appreciation Bond Insertions

(A) The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (a), (c), (e), (f) and (g) of this Section, except for the following alterations:

(1) immediately under the name of the Bond, the headings "YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" AND "MATURITY DATE" shall be completed with the words "As Shown Below" and the heading "CUSIP NO. _____" deleted;

(2) in the first paragraph, the words "on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of _____ DOLLARS" shall be deleted and the following shall be inserted: "on February 1 in the years, in the Original Principal Amounts and Maturity Amounts and with interest at the compounding rates which produce the respective approximate Yield to Maturity set forth in the following Schedule:

<u>Year</u>	<u>Original Principal Amount</u>	<u>Yield to Maturity</u>	<u>Maturity Amount</u>
-------------	----------------------------------	--------------------------	------------------------

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

(3) the Initial Capital Appreciation Bond shall be numbered ICA-1.

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(f) Statement of Permanent School Fund Guarantee.

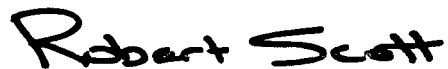
The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

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 ¹⁸ Bonds, Series 2012, ¹⁹ dated ²⁰, in the principal amount of \$ ²¹ 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.



Robert Scott
Commissioner of Education
State of Texas

¹⁸ Insert from Officers Pricing Certificate.

¹⁹ Insert from Officers Pricing Certificate.

²⁰ Insert from Officers Pricing Certificate.

²¹ Insert from Officers Pricing Certificate.

(g) Table of Accreted Values.

The Accreted Values of the Capital Appreciation Bonds set forth below shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price, and principal amount (all per \$5,000 of Maturity Amount), together with the interest rate and yield to maturity are as follows. Accreted values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular meeting on the 16th day of February, 2012, 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:

Michael Richard	President
Sam Hopkins	Vice President
Karen Mendoza	Secretary
Dar Hakimzadeh	Member
Julie Thompson	Member
Frank Torres	Member
Rhonda Zacharias	Member

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

AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2012A AND UNLIMITED TAX REFUNDING BONDS, SERIES 2012B; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

_____ Members shown present above voted "Aye".

_____ Members shown present above voted "No".

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

SIGNED AND SEALED this 16th day of February, 2012.

Secretary, Board of Trustees
Lamar Consolidated Independent
School District

President, Board of Trustees
Lamar Consolidated Independent
School District

[SEAL]

FINANCING TIMETABLE

Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2012

January 2012							February 2012							March 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4					1	2	3
8	9	10	11	12	13	14	5	6	7	8	9	10	11	4	5	6	7	8	9	10
15	16	17	18	19	20	21	12	13	14	15	16	17	18	11	12	13	14	15	16	17
22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24
29	30	31					26	27	28	29				25	26	27	28	29	30	31

<i>Date</i>	<i>Event</i>	<i>Responsibility</i>
Thu – Jan 19	Board Meeting: Select Bond Counsel; discuss timing of transaction	LCISD
Tue – Jan 31	Submit application for PSF guarantee	FA
Mon – Feb 6	Distribute first draft of Preliminary Official Statement (“POS”)	FA
Mon – Feb 6	Distribute credit package to rating agencies	FA
Fri – Feb 10	Return comments on first draft of POS	All
Mon – Feb 13	Distribute revised draft of POS	FA
Tue – Feb 14	Board Meeting: Adopt bond order; approve POS; approve parameters for sale of bonds	LCISD
Fri – Feb 17	Return final comments on POS	All
Tue – Feb 21	Receive ratings on Bonds	LCISD
Wed – Feb 22	Distribute POS	FA
Mon – Feb 27	Pricing	All
Tue – Feb 28	Distribute draft of final Official Statement (“OS”)	FA
Thu – Mar 1	Return comments on OS	All
Mon – Mar 5	Print and distribute OS	FA
Tue – Mar 13	Distribute draft closing memorandum	FA
Mon – Mar 19	Distribute final closing memorandum	FA
Wed – Mar 21	Closing	All
Mon – Apr 2	Redemption of Series 2004 Variable Rate Bonds	Paying Agent

LCISD = Lamar Consolidated Independent School District
 BC = Bond Counsel = Bracewell & Giuliani LLP
 FA = Financial Advisor = First Southwest Company
 UW = Underwriters = [to be determined]
 UC = Underwriter’s Counsel = Andrews Kurth LLP

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
DIAGNOSTICIANS' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming March 5 - 9, 2012 as "Diagnosticians' Week" in Texas and in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Diagnosticians provide the leadership in working with parents, teachers, and other professionals to develop a successful team that can coordinate the program for students with special needs.

Lamar CISD will use this week as a time to recognize, honor, and thank the educational diagnosticians for their dedication and for the quality of their work.

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, Diagnosticians' Week has been proclaimed by the Governor of Texas to be recognized the week of March 5 - 9, 2012 throughout Texas; and

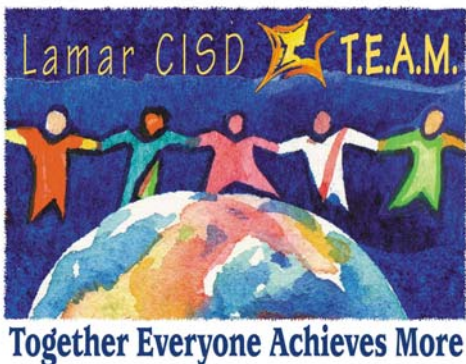
Whereas, Diagnosticians in Texas play an important role in the educational, social and emotional development of our children; and

Whereas; Diagnosticians diagnose learning disabilities and recommend appropriate special education intervention for students; and

Whereas, Diagnosticians are in a unique position to consult with professionals in other fields when speech, physical, medical and emotional problems are indicated;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares March 5 - 9, 2012 as Diagnosticians' Week in the Lamar Consolidated Independent School District.

Adopted this 14th day of February 2012 by the Lamar Consolidated Independent School District Board of Trustees.



Michael Richard, President

Karen Mendoza, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEXAS PUBLIC SCHOOLS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of March 5 - 9, 2012 as Texas Public Schools Week in Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Texas has historically been dedicated to a strong public education system. Texas Public Schools Week is a tradition begun by the Masonic Lodges of Texas in 1950 and places special emphasis upon education during this celebration of Texas Public Schools. This week marks more than 160 years of a free public education in Texas.

Lamar CISD will be among the 1,048 school districts across the state celebrating Texas Public Schools Weeks during March 2012. This year's theme, "Imagine, Explore, Discover" highlights the impact of Texas Public Schools. In every field — science, engineering, music, technology, etc. — you see the positive effects of Texas Public Schools. Our students, teachers, and staff members continue to give us excellent reasons to celebrate their innumerable achievements.

Parents and community members are invited into the classrooms of Lamar CISD to watch learners in action and the educational process at work.

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS today's students in Texas public schools hold the promise of being tomorrow's leaders; AND

WHEREAS the Lamar Consolidated Independent School District provides a solid foundation to ensure children's future success through a quality education; AND

WHEREAS the dedicated efforts of parents, educators and the community is the cornerstone of support and strength for our schools; AND

WHEREAS the higher level of achievement experienced by our students is a direct result of the commitment to excellence from the teachers and a vision of continued improvement; AND

RESOLVED for more than 50 years, the observance of Texas Public Schools Week has demonstrated the significant impact of education on our future and our communities.

THEREFORE be it further resolved, that all citizens are encouraged to reaffirm their commitment to public schools during Texas Public Schools Week March 5-9, 2012, take time to visit their child's campus and find ways to contribute and help our children become the leaders of tomorrow.

Adopted this 14th day of February 2012.



***Celebrate Texas Public Schools
2011-2012***

Michael Richard, President

Karen Mendoza, Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the district.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Michelle Carter donated a large dark blue Rifton bike valued at \$3,000 to Pink Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF MAINTENANCE AND OPERATIONS SUPPLIES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the maintenance and operations supplies bid for a term of one year with an option to renew for two additional one year terms.

IMPACT/RATIONALE:

Purchases for Maintenance and Operation Supplies are allocated for each campus or department's local, federal grant, or bond funds by Maintenance and Operations. This type of award is beneficial to this district because it allows our maintenance department a larger variety of items to choose from while helping to insure availability of all items selected. Any large aggregated purchases of maintenance and supplies will be quoted separately to take advantage of volume discounts.

PROGRAM DESCRIPTION:

The intent of Bid #01-2012 is to establish a discount from catalog or published price lists for a variety of maintenance and operations supply categories. The categories included in this bid are:

Electrical Supplies	Equipment Supplies
Floor and/or Window Covering	General Use Tools
Landscaping & Grounds Supplies	Painting Supplies
Plumbing Supplies	Roofing & Fence Supplies
Miscellaneous Supplies	

Using this bid, the maintenance and operation departments may competitively purchase a wide variety of equipment and supplies when exact quantities cannot be specified or anticipated in advance. Purchasing is recommending an award to all vendors who submitted a completed bid package regardless of discount.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Bid Summary
Bid 01-2012
Maintenance and Operations Supplies
February 14, 2012

Vendor	Electrical Supplies	Equipment Supplies	Floor and/or Window Covering	General Use Tools	Landscaping and Grounds Supplies	Painting Supplies	Plumbing Supplies	Roofing & Fence Supplies	Misc. Supplies	Freight & Add'l Notes
3D Communications Corporation	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	30%, Sound & Electronic Sys. Equipment	
A.C. Plumbing Supply Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	
Acme Architectural Hardware	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40-60%, Locksmith Supplies	
AECO Interior Contractors	No Bid	No Bid	0%, Flooring Only	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Acoustical Ceilings & Wall Panels	
Alarm Masters Corporation	10%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10%, Burglar & Fire Alarm Access Control	Stock items, no charge
All Pro Sound	No Bid	10%, Audio, Video, Lighting	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	FOB, See bid response for exclusions
American Trailer Rental	No Bid	8%, Van Storage Trailers	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	8%, Corrugated Boxes	\$85 drop off & pick-up charge, plus rental fees
Ameri-clean	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Exterior Bldg Cleaning	
Arrow Magnolia International, Inc.	No Bid	No Bid	No Bid	No Bid	25%	25%	25%	No Bid	25%, Cleaning/Maintenance Chemicals & Supplies	
Bluemoon Laundry Equipment, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	20%, Laundry Equipment Components	See bid response for exclusions
Brookside Equipment Sales, Inc.	No Bid	10%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Central Ace Hardware No. 2	15%	No Bid	No Bid	15%	No Bid	15%	15%	No Bid	No Bid	
Central Poly Corporation	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	5%, Plastic Liners	\$500 min. order
Circle Saw Builders Supply, Inc.	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	0%, Woodworking Tools & Sharpening Service	
Clark Security Products	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	30-55%, Door Hardware, Safes, & Batteries	FOB
Coolers Inc.	No Bid	0%, Ice & Soda Machines	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Cornerstone Hardware & Supplies	No Bid	No Bid	No Bid	0-60%	No Bid	No Bid	No Bid	No Bid	0-60%, Hardware & Power Tools	
Crawford Electric Supply Company, Inc.	25-90%	No Bid	No Bid	25-90%	No Bid	No Bid	No Bid	No Bid	No Bid	Free S/H, no minimum
Diamond Overhead Doors Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Overhead Doors & Supplies	
Dynamic Electronic Systems	No Bid	0%, Special Education Lift System	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Slings for Lifts, Batteries	
Eddie P. Compean Trucking	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Sand & Hauling	

Bid Summary
Bid 01-2012
Maintenance and Operations Supplies
February 14, 2012

Vendor	Electrical Supplies	Equipment Supplies	Floor and/or Window Covering	General Use Tools	Landscaping and Grounds Supplies	Painting Supplies	Plumbing Supplies	Roofing & Fence Supplies	Misc. Supplies	Freight & Add'l Notes
Elliot Electric Supply	15%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Enchanted Forest	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	0%	
Escamilla Electric	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Boom Truck, Lift	
Ferguson Enterprises	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	70%	No Bid	No Bid	
Firetron, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	20%, Fire Alarm, Security & Intercom Systems	FOB
Fleetpride Inc.	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Flooring Technology Inc.	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Delivery charges
Frank's Iron Works & Industrial Coatings Inc.	20%	20%, Mowers, HVAC, Kitchen Equipment	20%	20%	20%	20%	20%	20%	20%	20%, See bid response for additional items
Frank's Nursery LLC	No Bid	No Bid	No Bid	No Bid	15%	No Bid	No Bid	No Bid	No Bid	
Gexpro	0-65%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Grainger	0-42%	No Bid	No Bid	0-42%	0-42%	0-42%	0-42%	No Bid	0-42%	
Guardian Repair & Parts	10-60%	10-60%, Janitorial Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10-60%, Vacuum Parts & Supplies
Gustafson Manufacturing Company	No Bid	No Bid	No Bid	No Bid	0%, Line King	No Bid	No Bid	No Bid	No Bid	FOB
Gulf Coast Boiler Service Co.	No Bid	12.5%, Boilers	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hanson Aggregates	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
Hardwood Products Co.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Plywood, Lumber, Mouldings, Laminate	
Herbert L. Flake Co.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40-55%, Door Hardware	
Hertz Equipment Rental Corporation	No Bid	10%, Lifts, Lights, Forklifts & Construction Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
High Point Sanitary Solutions	No Bid	15-35%, Carpet Extractors, Burnishers, Vacuums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	15-35%, Janitorial Supplies	
Hilti, Inc.	20-55%	No Bid	No Bid	7-79%	No Bid	No Bid	7-40%	No Bid	12-73%, See bid response for additional items	See bid response for exclusions, 10-30 day lead on special orders
IDN-Acme	0-57.5%	0-57.5%, Door Hardware & Access Control	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
International Roadway Research	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	Sold only in pallets
John Deere Landscapes	No Bid	No Bid	No Bid	No Bid	0-60%	0-60%, for Athletic Field	0-60%, Irrigation Products	No Bid	No Bid	
Jurado's Upholstery	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	
Kwal Paint	No Bid	No Bid	No Bid	No Bid	No Bid	45%	No Bid	No Bid	45%, Roof Coatings	Free shipping

Bid Summary
Bid 01-2012
Maintenance and Operations Supplies
February 14, 2012

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Laird Plastics	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Plastic, Sheets, Rods, Tubes & Film	
Letco Group, LLC	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
Lincoln Equipment Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0-30%, Aquatic Supplies	FOB
Living Earth	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
LVI Facility Services, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Asbestos & Lead Abatement, Mold Remediation, Demolition, Emergency	
McCoy's Building Supply	.2-6%	No Bid	.2-6%	.2-6%	.2-6%	.2-6%	.2-6%	.2-6%	.2-6%, Building Materials	
Martin Marietta Materials Southwest	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
Mike Davis Signs	No Bid	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	0%, Signs, Decals, Banners, Custom Painting	
M.W. Muegge Dozer	No Bid	0%, Bulldozers, Trackhoe, Maintainer	No Bid	0%	0%	No Bid	No Bid	No Bid	0%, Heavy Equipment	
Nelson Plant Food Corp.	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
Phil's Plumbing Co.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	
Progressive Commercial Aquatics, Inc.	No Bid	0%, Swimming Pool Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Swimming Pool Chemicals, Repairs, Renovations & Parts	\$50 delivery
Proline Materials, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Hot Mix Asphalt, Polymer Mod. Cold Mix	25 ton or 50 bag min.
Ray Glass Co. Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Glass	
Rosenberg Tractor	No Bid	0-10%, Tractors, Mowers, Trailers & Landscape Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Scanlin Sign Service, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	
Scott Equipment, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25%, on Parts only	
Sealy Tractor Inc.	No Bid	10%, Mowers, Tractors & Maint. EQ	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	FOB, Excludes Stihl products
Sexauer	25%	25%, Faucets, A/C Filters & Sinks	No Bid	25%	No Bid	25%	25%	No Bid	No Bid	See bid response for exclusions, Min. order applies
Sherwin Williams Company	No Bid	No Bid	No Bid	No Bid	No Bid	30%	No Bid	No Bid	No Bid	% excludes spray equipment

Bid Summary
Bid 01-2012
Maintenance and Operations Supplies
February 14, 2012

Vendor	Electrical Supplies	Equipment Supplies	Floor and/or Window Covering	General Use Tools	Landscaping and Grounds Supplies	Painting Supplies	Plumbing Supplies	Roofing & Fence Supplies	Misc. Supplies	Freight & Add'l Notes
Shiffler Equipment Sales, Inc.	No Bid	5%, Floor Cleaning Equipment	5%, Rubber Flooring	5%	No Bid	5%	No Bid	No Bid	5%	FOB, \$25 minimum
South Texas Graphics Specialties Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Classroom ADA Signs	
State Industrial Products	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10%, Soaps, Cleaners & Sanitizers	
Sunbelt Supply, LLC	0%	No Bid	No Bid	0%	0%	No Bid	0%	0%	0%, Safety, Janitorial & Hardware	
Target Specialty Products	No Bid	0%, Pest Control Equipment	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	
Texas Laundry Service Co.	No Bid	35%, Commercial Laundry Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Texas Liqua Tech Services, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1%, Roofing Only	No Bid	
Texas Refinery Corp.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, Lubricants and Industrial Cleaners	No Bid	
Texas Scoreboard Services LLC	No Bid	0%, Scoreboards, Message Displays & Maintenance	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Total Maintenance Solutions South	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	
Tractor Supply Co.	0%	0%	No Bid	0%	0%	0%	0%	0%	0%, Feed	
Turf Equipment & Supplies, Inc.	No Bid	0-35%	No Bid	No Bid	0-35%	No Bid	No Bid	No Bid	No Bid	
Urbish Electric, LLC	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Counter pick-up only
Voss Lighting	76.4%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	76.4%, Emergency Lighting & Batteries, Exit Signs	
Winfield Solutions	No Bid	0%, Pest Control Sprayers, Fertilizer Spreaders	No Bid	No Bid	0%	No Bid	No Bid	No Bid	0%, Graffiti Removal Chemicals	
Winzer Corp.	10%	No Bid	No Bid	10%	No Bid	No Bid	No Bid	No Bid	10%, Fleet Items	
W. L. Lashley & Associates, Inc.	No Bid	10%, HVAC, Exhaust Fans, Heaters	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	

**CONSIDER APPROVAL OF EXTENSION OF THE CURRENT PROPERTY
INSURANCE COVERAGE RENEWAL**

RECOMMENDATION:

That the Board of Trustees approve an extension of the current property insurance renewal policy period from September 1, 2012 to March 1, 2013 with no increase in rates. The current premium for twelve months is \$1,227,272.

IMPACT AND RATIONALE:

Lamar CISD's current property insurance renews September 1, 2012. Market conditions have not changed since the 2011 renewal. It is recommended that the renewal date be changed to March 1, 2013:

- a. to extend the marketing period away from the hurricane season,
- b. to move the renewal date to a time where there is not so much competition with other districts for underwriters' attention (40% of all districts renew September 1).

Lexington currently provides the first \$25,000,000 limit of Named Storm insurance. Current market renewals are only providing \$10,000,000 limit of Named Storm insurance with several additional insurance companies needed to obtain the same coverage of \$25,000,000.

PROGRAM DESCRIPTION:

During the Financial Audit Committee Meeting on August 16, 2011, an eighteen month renewal was discussed because of property insurance market conditions, specifically the insurance industry's newly required wind modeling tool. Because of this new wind modeling tool, LCISD's 250 year Probable Maximum Loss rose from \$32,000,000 to \$110,000,000 which would possibly result in a significant increase in premium if the District were to solicit bids. By locking in the current premium rate with our current insurance underwriter until March 2013, LCISD becomes insulated from premium rate increases that are the result of other property owners' claims. Our underwriter has agreed to hold our rate constant unless our loss ratio deteriorates, regardless of other global or macro-economic events.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources
Robert Reim, Consultant, Robert V. Reim Company
Trudy Harris, Assistant Director of Employee Svcs./Risk Mgmt

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF 4-H ADJUNCT STAFF

RECOMMENDATION:

That the Board of Trustees approve the resolution for extracurricular status of 4-H organization.

IMPACT/RATIONALE:

The State Board of Education passed an amendment to 19 TAC§129.21 (k)(1). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district: Section 3 of the Student Attendance Handbook states:

- (4-12) The student is participating in an activity which is approved by the local board and is under the direction of a professional staff member of the school district or an adjunct staff member. This adjunct staff member must have a minimum of a bachelor's degree and be eligible for participation in the Teacher Retirement System of Texas.
- (4-13) Student participating in any activity which is not approved by the local school board and/or without certified district personnel supervision are counted absent [see 4-12]. To qualify for funding purposes, the certified district staff member/adjunct staff member must be accompanying the students as an official of the school district for the specific purpose of supervising the students and must be approved by the school board to supervise the activity. For example, students participating in 4-H activities which are supervised solely by a county Extension agent are reported present.

This amendment provides local school boards the opportunity to recognize county Extension Agents as adjunct staff members and to count students participating in 4-H/Extension educational activities "in attendance" for Foundation School Program purposes.

Fort Bend County requests adjunct staff member status for the county Extension Agents for the school year 2011-2012. The following faculty are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree:

Vince Mannino
Dwight Callis
Allen Malone
Sandy Fry
Tim Sandles

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONTINUANCE OF EXISTING RESOLUTION
REGARDING EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Lamar Consolidated ISD has continuously adopted resolutions recognizing the Fort Bend County 4-H Organization as approved for recognition and eligible for extracurricular status consideration under Title 19, Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities. The last resolution was adopted in 1994. Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by the board through the designated officials of Lamar Consolidated ISD whose rulings shall be final.

This resolution shall be continuous unless and upon written notice by the Board or their designee that the resolution is withdrawn, or the law changes.

Adjunct faculty status is granted to all members of the current county extension faculty, who meet the eligibility requirements for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree. The county extension staff will annually provide a current list of adjunct faculty to the appropriate principal on or before request of completion of Declaration of Eligibility Forms. If the faculty changes, the list shall be edited by the county extension staff and forwarded to the appropriate principal(s). Adjunct faculty status is subject to the following conditions and provisions of such appointment, to wit:

1. Adjunct faculty member will receive no compensation, salary, or remuneration from Lamar Consolidated ISD.
2. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas AgriLife Extension Service.
3. Adjunct faculty member shall be under the direction of either the District Extension Administrator, Extension District, or Vince Mannino, County Extension Director.
4. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty members shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty member for which notice shall be given to School District administrative personnel. Adjunct faculty member is not the employee of the School District, and school District does not nor shall not supervise, direct, or control the activities and/or participation of such Fort Bend County Extension Agent(s) who has/have been herein designated as an adjunct faculty member.

This continuance of existing resolution is made by Lamar Consolidated Independent School District by and through the action of the Board of Trustees of said District for the benefit of allowing voluntary student participation in programs conducted by Texas AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by Texas AgriLife Extension Service. This resolution is made in accordance with the provisions of Section 12921 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for Foundation School Program purposes.

This resolution and subsequent identification of Adjunct faculty staff shall not be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Lamar Consolidated Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

**RESOLUTION
regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Lamar Consolidated Independent School District meeting in public with a quorum present and certified, did adopt this resolution that recognizes Fort Bend County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Approved this 14th day of February, 2012.

Michael Richard, Board President

Dr. Thomas Randle, Superintendent

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL
PAYMENT FOR THE NATATORIUM PHASE II RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$8,780.07 and final payment of \$20,619.93 to Bass Construction for the Natatorium Phase II renovation project.

IMPACT/RATIONALE:

Bass Construction was the contractor for the Natatorium Phase II renovation project. This project included new flooring throughout the locker room and office area, new HVAC equipment, and a new heater for the pool. Substantial completion was taken on September 6, 2011.

PROGRAM DESCRIPTION:

Upon approval, Bass Construction will be paid 100% for the Natatorium Phase II renovation project.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA Document G701™ - 2001

Change Order

PROJECT (Name and address):
LCISD - 1193 - Natatorium Renovations
Phase II
5021 Airport Road
Rosenberg, Texas 77471

CHANGE ORDER NUMBER: 001 (Final)

DATE: February 7, 2012

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR (Name and address):

Bass Construction Co., Inc.
1124 Damon Street, Rosenberg, Texas
77471

ARCHITECT'S PROJECT NUMBER: 1193

CONTRACT DATE: July 26, 2011

CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Credit remaining Owner's Contingency Allowance to Lamar Consolidated ISD.

The original Contract Sum was	\$	588,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	588,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	8,780.07
The new Contract Sum including this Change Order will be	\$	579,219.93

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

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

PBK Architects, Inc.

Bass Construction Co., Inc.

Lamar Consolidated Independent School District

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

11 Greenway Plaza, Suite 2210,
Houston, Texas 77046

1124 Damon Street,
Rosenberg, Texas 77471

3911 Ave I,
Rosenberg, TX 77471

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Rick Blan, Partner, AIA

Buck Bass, Project Manager

Michael Richard, President, School Board

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

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User Notes:

(1851287394)



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

PROJECT: Natatorium Renovations Phase II
5021 Airport Road
Rosenberg, TX 77471

FROM: Bass Construction Co., Inc.
1124 Damon St
Rosenberg, TX 77471

VIA ARCHITECT: PBK Architects, Inc.
11 Greenway Plaza 22nd Floor
Houston, TX 77046

CONTRACTOR: 1124 Damon St
Rosenberg, TX 77471

APPLICATION NO: 11-011 005
PERIOD TO: January 31, 2012

CONTRACT FOR: General Construction
CONTRACT DATE: July 26, 2011
PROJECT NOS: 1193 / 11-011 /

Distribution to:
OWNER: X
ARCHITECT: X
CONTRACTOR: X
FIELD: X
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 588,000.00
- 2. NET CHANGE BY CHANGE ORDERS \$ -8,780.07
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 579,219.93
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 579,219.93

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 579,219.93
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 558,600.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 20,619.93

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 8,780.07
TOTALS	\$ 0.00	\$ 8,780.07
NET CHANGES by Change Order		\$ -8,780.07

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

CONTRACTOR: [Signature] Date: February 07, 2012
By: [Signature] State of: TEXAS

County of: FORT BEND
Subscribed and sworn to before me this 7th day of February, 2012
Notary Public: [Signature] TAMYMY BOCK
My Commission expires: December 27, 2014
STATE OF TEXAS
My Comm. Exp. Dec. 27, 2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,619.93
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 2-7-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 2.7.12

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING
WITH FORT BEND COUNTY**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding between Lamar Consolidated Independent School District and Fort Bend County.

IMPACT/RATIOINALE:

Lamar CISD is in support of a single centralized court for handling of all compulsory attendance cases in Fort Bend County. This measure would provide the county the ability to establish and appoint an associate judge to process all Fort Bend County compulsory attendance cases in a consistent and timely fashion.

Fort Bend County officials are keenly aware of the direct link between compulsory attendance and juvenile delinquency. Lamar CISD has benefitted greatly from the partnership with the courts, the District Attorney's Office, and Juvenile Probation Department in creating productive and successful students throughout our community. Lamar CISD looks forward to continued involvement in this process and supportive effort ensuring all our students will be successful.

Fort Bend Juvenile Probation Department has shown great vision and County Judge Hebert providing leadership in developing this concept to assure student success.

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL PROJECT AGREEMENT
SAVED BY THE BELL TRUANCY PROGRAM

This INTERLOCAL PROJECT AGREEMENT (the “Agreement”) is entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the “County”) and Lamar Consolidated Independent School District, acting by and through its Board of Trustees (“LCISD.”)

RECITALS

WHEREAS, the County has established the Saved by the Bell Program (the “Program”) whose goal is to apply pro-active casework management strategies together with meaningful sanctions in order to address truancy issues and ultimately reduce delinquency. Juvenile probation officers in the program act as liaisons to coordinate and provide follow up with the judicial system, but also work with school truancy officers, counselors and community resources to address the social factors behind truanancies; and

WHEREAS, LCISD has determined that participation in the Program for certain students of LCISD is of benefit to its residents, and have agreed to contribute funds towards operation of the Program, as provided herein; and

WHEREAS, the County and LCISD have entered into a Primary Interlocal Agreement; and

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the County and LCISD contract and agree as follows:

I.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

II.
COUNTY RIGHTS AND OBLIGATIONS

- A. The County shall conduct and operate the Program and shall accept students referred by LCISD under the guidelines established by the Program.

- B. Students referred to the Program by LCISD shall be assigned to the Fort Bend County Justice of the Peace, Precinct 1, Place 1.
- C. The County shall assign one (1) Juvenile Probation Officer to LCISD to address truancy issues.

III.
LCIDS's OBLIGATIONS

- A. LCISD shall be obligated to provide funding in the amount of _____. Funding from LCISD shall be provided no later than two (2) weeks prior to the first day of each school year. Failure of LCISD to provide funding to County as provided herein may result in the rejection of LCISD students from the Program.
- B. LCISD shall refer students with attendance issues to Program through Justice of the Peace, Precinct 1, Place 1.

IV.
NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt request, or delivered to the following addresses:

If to Fort Bend County:

Fort Bend County Juvenile Probation Department
122 Golfview Drive
Richmond, Texas 77469

If to LCISD:

V.
TERM.

- A. This Agreement shall commence upon the date executed by the final party and shall automatically renew on each anniversary.
- B. This Agreement may be terminated at any time by providing thirty (30) days prior written notice.

VI.
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

FORT BEND COUNTY, TEXAS

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

Robert Hebert, Fort Bend County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Dianne Wilson, Fort Bend County Clerk

**CONSIDER APPROVAL OF PURCHASING AGREEMENT WITH
THE GENERAL SERVICES ADMINISTRATION**

RECOMMENDATION:

That the Board of Trustees approve a purchase through the General Services Administration (GSA) Federal Supply Service for electronic commerce and wireless services.

IMPACT/RATIONALE:

The district currently utilizes the Sprint contract through the Department of Information Services (DIR) which is expiring. The district is permitted to use GSA contracts to procure goods and services. By approving this proposal, the district satisfies Federal E-Rate requirements permitting the district to request rebates for the purchase of electronic commerce services and wireless services for the district. Funding will be provided through the District's general operating budgets for cellular services. This proposal meets the districts strategic objectives to provide communication services to staff.

PROGRAM DESCRIPTION:

The district utilizes over 380 cellular phones and data access devices. As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 68% discount on these services.

Submitted By: Steven Hickman, Director of Technology
Audrey Fox, Purchasing Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent



**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-52 Electronic Commerce Services
Special Item No. 132-53 Wireless Services

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

SIN 132-53 – WIRELESS SERVICES

Cellular/PCS Voice Services

Sprint Communications Company, L.P.

12524 Sunrise Valley Drive
Reston, VA 20196
703-592-8759
www.sprint.com/business

Contract Number:

GS-35F-0329L

Period Covered by Contract:

April 6, 2001 through April 5, 2016

General Services Administration

Federal Supply Service

Pricelist current through Modification PA-0189, dated October 5, 2011

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Ordering activities can browse GSA *Advantage!* by accessing GSA's Home Page via Internet at www.gsa.gov.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

**CONSIDER APPROVAL OF REQUEST FOR PROPOSAL #05-2012
CISCO ELECTRONICS, WIRELESS, VOIP, AND CABLING**

RECOMMENDATION:

That the Board of Trustees approve the purchase of Cisco electronics and data cabling services from Micro Integration and authorize the Superintendent to negotiate contracts.

IMPACT/RATIONALE:

By approving this proposal, the district satisfies Federal E-Rate requirements permitting the district to request rebates for the purchase of network electronics and data cabling for the district. Funding will be provided through proceeds allocated for technology in the 2006 and 2011 Bonds. This proposal meets the districts strategic objectives to provide communication services to our schools and support sites.

PROGRAM DESCRIPTION:

The district will replace obsolete network electronics and phone servers and enhance current wireless coverage currently being used to service staff and students. Estimated costs for this project are \$1,927,401. As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 90% discount on this equipment.

Submitted by: Steve Hickman, Director of Technology

Recommended for approval:



Dr. Thomas Randle
Superintendent

E-Rate Bid Assessment Worksheet

Funding Year 2012 = Year 15

Project or Service Description

Electronics, Wireless, Cabling - Lamar Consolidated Independent School District
Proposals for: Electronics, Wireless, Cabling 05-2012 Feb 3 2012 2:00 PM

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Cisco All-Tex		Cisco Presidio		Cisco NetSync		Cisco Micro	
		Raw Score**	Weight Score***	Raw Score	Weight Score	Raw Score	Weight Score	Raw Score	Weight Score
A. Proposer's Qualification	30%	4.50	1.35	4.25	1.28	4.50	1.35	4.75	1.43
B. Service Specification	30%	5.00	1.50	5.00	1.50	5.00	1.50	5.00	1.50
C. Costs	40%	3.93	1.57	4.51	1.81	5.00	2.00	4.88	1.95
D. District Compliance	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
Overall Ranking	100%	4.42		4.58		4.85		4.88*	

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Vendor Selected: Micro
Approved By: Steve Hickman & Board of Trustees
Title: Director of Technology
Date: February 8, 2012

Bid Assessment Comments, if needed:
 Proposals for: Electronics, Wireless, Cabling 05-2012 Feb 3 2012 2:00 PM;
 The following vendors received RFP's: All-Tex, ATT/SBC, Avaya, Inc., Cisco Systems, Co-Nexus Communication Systems, Datavox, Enterasys/Cabletron, InterNetwork Experts, Keep IT Simple (KISCC), Lantana Communications, Micro Integration, NetSync, Presidio, SkyRider Communications, Triumph Cabling Systems;

Notes:
 * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 *** Weight x Raw Score

LCISD ORIGINAL PROPOSAL TABULATION

Proposals for: Electronics, Wireless, Cabling			Requesting This Item: Steve Hickman			05-2012 Feb 3 2012 2:00 PM	
ITEM NO.	DESCRIPTION		Cisco All-Tex	Cisco Presidio	Cisco NetSync	Cisco Micro	0 Triumph
		SPIN	143016695	143015315	143028685	143015315	143032371
1	<u>Hardware</u>	<u>List</u>	30.00%	46.50%	46.25%	46.00%	
2	Equipment	2,595,767	\$1,975,583	\$1,379,897	\$1,395,225	\$1,407,710	
3	Labor		\$98,420	\$262,350	\$65,110	\$95,325	
4	Misc		\$0	\$0	\$0	\$0	
5	Cabling		\$122,875	\$103,067	\$111,627	\$108,801	\$125,737
6	Shipping, Bond, etc		\$0	\$24,353	\$0	\$0	
7	Other		\$0	\$0	\$0	\$0	
8	Total		2,196,878	1,769,667	1,571,962	1,611,836	125,737
9	WiSM	474,730	\$332,311	\$253,981	\$255,167	\$256,354	
10	Labor			\$39,935		\$13,000	
11	VoIP	67,057	\$46,940	\$35,875	\$36,043	\$36,211	
12	Labor			\$45,000	\$45,000	\$10,000	
13	Total		379,251	374,791	336,211	315,565	
14	PROJECT TOTALS		\$2,576,129	\$2,144,458	\$1,908,173	\$1,927,401	
15	<u>SmartNet</u>	<u>List</u>	30.00%	30.50%	35.25%	34.00%	
16	Annual Maintenance	156,920	\$109,844	\$109,059	\$101,606	\$103,567	
17							
18	BOND Option:		Not Included	\$24,353	\$28,623	\$40,296	
19	<u>Added Value</u>						
20							
21							
22							
23							
24							
25	Pricing Score		3.58	4.44	5.00	4.88	
26			Tim Brick	Beth Ahlschlager	Ashley Freeman	David Patterson	Joseph Valdez
27			(281) 232-9118	(713) 795-2044	(713) 218-5000	(713) 785-4596	(713) 465-9988
28	NOTES:			DIR-SDD-1386	AllTex Cabling		Cabling Only

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**CONSIDER APPROVAL OF REQUEST FOR PROPOSAL #29-2011
MANAGED INTERNET SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the purchase of managed internet services from Phonoscope and Paetec and authorize the Superintendent to negotiate contracts.

IMPACT/RATIONALE:

By approving this proposal, the district satisfies Federal E-Rate requirements permitting the district to request rebates for the purchase of telecommunication and internet services for the district. Funding will be provided through the district's general operating budgets for telephone and Internet services. This proposal meets the districts strategic objectives to provide communication services to staff and students.

PROGRAM DESCRIPTION:

The district will leverage the recent approval of a managed wide area network to provide 200 MB dedicated internet services from Phonoscope to each of its 4 aggregation sites. In addition Paetec will connect all district sites to a Multiprotocol Label Switching (MPLS) network to provide connectivity for telephone services and provide Plain Old Telephone services (POTS) as needed. Estimated annual costs for the internet piece is \$191,412 and \$216,000 for MPLS and POTS circuits. As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 68% discount on this equipment.

Submitted by: Steve Hickman, Director of Technology

Recommended for approval:



Dr. Thomas Randle
Superintendent

E-Rate Bid Assessment Worksheet

Funding Year 2012 = Year 15

Project or Service Description	Managed Internet - Lamar Consolidated Independent School District Proposals for: Managed Internet 29-2011 Dec 5 2011 2:00 PM	Internet
---------------------------------------	---	----------

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	ATT		PAETEC		Phonoscope	
		Raw Score**	Weight Score***	Raw Score	Weight Score	Raw Score	Weight Score
A. Proposer's Qualification	25%	5.00	1.25	5.00	1.25	5.00	1.25
B. Goods and Services	25%	4.67	1.17	5.00	1.25	5.00	1.25
C. Terms and the Purchase Order	50%	2.69	1.35	3.88	1.94	5.00	2.50
D. District Compliance	0%	5.00	0.00	5.00	0.00	5.00	0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
Overall Ranking	100%		3.76		4.44		5.00

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Vendor Selected:	Phonoscope
Approved By:	Steve Hickman & Board of Trustees
Title:	Director of Technology
Date:	February 8, 2012

Bid Assessment Comments, if needed:
 Proposals for: Managed Internet 29-2011 Dec 5 2011 2:00 PM; The following vendors received RFP's: ATT, Cogent Communications, Conterra Broadband, Education Networks of America, EST Group, Lantana, NTS Communications, Suddenlink, Texas Lone Star Network, Unite Private Networks, Windstream;

Notes:
 * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 *** Weight x Raw Score

E-Rate Bid Assessment Worksheet

Funding Year **2012 = Year 15**

Project or Service Description Managed Internet - Lamar Consolidated Independent School District - MPLS
Proposals for: Managed Internet 29-2011 Dec 5 2011 2:00 PM

Vendor Scoring (use additional worksheets if necessary)

		PAETEC	
Selection Criteria	Weight*	Raw Score	Weight Score
A. Proposer's Qualification	25%	5.00	1.25
B. Goods and Services	25%	5.00	1.25
C. Terms and the Purchase Order	50%	5.00	2.50
D. District Compliance	0%	5.00	0.00
			0.00
			0.00
Overall Ranking	100%		5.00

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Vendor Selected: PAETEC
Approved By: Steve Hickman & Board of Trustees
Title: Director of Technology
Date: February 8, 2012

Bid Assessment Comments, if needed:
Proposals for: Managed Internet 29-2011 Dec 5 2011 2:00 PM; The following vendors received RFP's: ATT, Cogent Communications, Conterra Broadband, Education Networks of America, EST Group, Lantana, NTS Communications, Suddenlink, Texas Lone Star Network, Unite Private Networks, Windstream;

Notes:
* Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
*** Weight x Raw Score

LCISD ORIGINAL PROPOSAL TABULATION Proposals for: Managed Internet Requesting This Item: 29-2011 Lamar Consolidated Independent S Steve Hickman Dec 5 2011 2:00 PM								
ITEM NO.	DESCRIPTION	Qty	ATT Option 1	ATT Option 2	4 site lease+S PAETEC Option 1	4 site new fib PAETEC Option 2	3sites+SIP PAETEC Option 3	4 site fiber Phonoscope
1	Managed Internet		100 Mb	100 Mb	.	.	.	4 site
2	Term		1 Year	3 Year	3 Year	3 Year	3 Year	3 Year
3	E-Rate Eligible Non Recurring Char		\$0	\$0	\$0	\$0	\$0	\$0
4	E-Rate Ineligible Non Recurring C		\$0	\$0	\$0	\$0	\$0	\$0
5	Non Recurring Charges:		\$0	\$0	\$0	\$0	\$0	\$0
6								
7	E-Rate Eligible Mo Recurring Char		\$41,426	\$44,919	\$22,708	\$35,788	\$11,695	\$32,451
8	E-Rate Ineligible Mo Recurring Charges:		\$0	\$0	\$0	\$0	\$0	\$0
9	Recurring Mo Charges:		\$41,426	\$44,919	\$22,708	\$35,788	\$11,695	\$32,451
10	Other Charges/Credits:		\$0	\$0	\$0	\$0	\$0	(\$16,500)
11	Total Recurring Mo Charges:		\$41,426	\$44,919	\$22,708	\$35,788	\$11,695	\$15,951
12								
13	Total Charges Year 1:		\$497,116	\$539,027	\$272,496	\$429,456	\$140,340	\$191,412
14	Total Charges Year 2:			\$539,027	\$272,496	\$429,456	\$140,340	\$191,412
15	Total Charges Year 3:			\$539,027	\$272,496	\$429,456	\$140,340	\$191,412
16	Total Charges Year 4:							
17	Total Charges Year 5:							
18	Total Charges Year 1-5:		\$497,116	\$1,617,080	\$817,488	\$1,288,368	\$421,020	\$574,236
19								
20	Total Contract Charges:		\$497,116	\$1,617,080	\$817,488	\$1,288,368	\$421,020	\$574,236
21								
22	100MB Monthly Internet				\$3,552	\$3,552	\$3,552	
23	200MB Monthly Internet							\$3,250
24								
25	Erate	68%	\$338,039	\$1,099,614	\$1,297,081	\$2,044,211	\$286,294	\$390,480
26	District	32%	\$159,077	\$517,465	\$610,391	\$961,981	\$134,726	\$183,756
27	Contract Total		\$497,116	\$1,617,080	\$1,907,472	\$3,006,192	\$421,020	\$574,236
28	Cost Per Site	49	\$10,145	\$33,002	\$38,928	\$61,351	\$8,592	\$11,719
29	Contract Cost /Site /Mo	12	\$845	\$917	\$463	\$730	\$239	\$326
30	Year 1 Cost to District:		\$159,077	\$172,488	\$87,199	\$137,426	\$44,909	\$124,612
31								
32								
33	SPIN:		143001192	143001192	143016242	143016242	143016242	143035542
34	Account Rep		Natasha Pratt	Natasha Pratt	Coy Highsmith	Coy Highsmith	Coy Highsmith	David Caddle
35	Account Rep Phone		(713) 567-8508	(713) 567-8508	(210) 558-1997	(210) 558-1997	(210) 558-1997	713.272.4600
36	NOTES:							

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LCISD ORIGINAL PROPOSAL TABULATION

Proposals for: Managed Internet		Requesting This Item:		29-2011	
Lamar Consolidated Independent S		Steve Hickman		Dec 5 2011 2:00 PM	
ITEM NO.	DESCRIPTION	Qty	ATT Option 1	PAETEC Option 1	Phonoscope Option 1
1	VOIP MPLS SRST		No Bid		No Bid
2	Term		1 Year	1 Year	1 Year
3	E-Rate Eligible Mo Recurring Char		\$0	\$14,261	\$0
4	E-Rate Ineligible Mo Recurring Charges:			\$0	\$0
5	Total Recurring Mo Charges:		\$0	\$14,261	\$0
6					
7	Total Contract Charges:		\$0	\$171,129	\$0
8					
9	Erate	68%	\$0	\$116,368	\$0
10	District	32%	\$0	\$54,761	\$0
11	Contract Total		\$0	\$171,129	\$0
12	Cost to District:		\$0	\$54,761	\$0
13					
14	SPIN:		143001192	143016242	143035542
15	Account Rep		Natasha Pratt	Coy Highsmith	David Caddle
16	Account Rep Phone		(713) 567-8508	(210) 558-1997	713.272.4600
17	NOTES:				

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**CONSIDER APPROVAL OF REQUEST FOR PROPOSAL #06-2012
VIDEO CONFERENCING AND STREAMING**

RECOMMENDATION:

That the Board of Trustees approve the purchase of videoconferencing infrastructure from One Vision Solutions, videoconferencing endpoints from SKC, and streaming equipment from Data Projections, and authorize the Superintendent to negotiate contracts.

IMPACT/RATIONALE:

By approving this proposal, the district satisfies Federal E-Rate requirements permitting the district to request rebates for the purchase of videoconference and video streaming equipment for the district. Funding will be provided through proceeds allocated for technology in the 2006 and 2011 Bond. This proposal meets the districts strategic objectives to provide videoconference and video streaming services to our schools and support sites.

PROGRAM DESCRIPTION:

The district will replace obsolete videoconferencing endpoints, Multipoint Control Unit (MCU), firewall transversal, and VBrick encoders/decoders currently being used by schools for delivery of video content to classrooms and network connected computers. One Vision was selected to provide the firewall transversal and MCU. Data Projections was selected to provide the VBrick equipment and SKC was selected to provide videoconferencing endpoints. Total estimated costs for this project are \$745,957. As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 90% discount on this equipment.

Submitted by: Steve Hickman, Director of Technology

Recommended for approval:



Dr. Thomas Randle
Superintendent

LCISD

ORIGINAL PROPOSAL TABULATION

Proposals for: Video Conferencing Lamar Consolidated Independent School D			Requesting This Item: Steve Hickman			06-2012 Feb 3 2012 2:
ITEM NO.	DESCRIPTION		Polcom AVI	Polycom Data Projections	Cisco OneVision	Cisco SKC
		SPIN	<u>143028440</u>	<u>143026255</u>	<u>143028919</u>	<u>143024750</u>
1	<u>Video</u>	<u>List</u>				
2	Firewall Traversal		\$ 9,027.63	\$ 15,039.77	\$ 52,595.00	\$ 80,137.46
3	Management System		\$ 17,464.77	\$ 46,005.85	\$ 7,235.33	\$ 8,845.50
4	MCU		\$ 60,915.00	\$ 104,684.39	\$ 85,554.00	\$ 93,772.00
5	Other					
6	Total	0	87,407	165,730	145,384	182,755
7						
8	Streaming, Recording, Auto Publishing		\$ 23,573.45	\$ 35,410.17	\$ 8,277.14	\$ 52,884.00
9	Vbrick Refresh		No Bid	\$ 245,620.77	No Bid	No Bid
10	Total	0	23,573	281,031	8,277	52,884
11						
12	Endpoints					
13	C20/HDX7000	49	\$368,609	\$358,026	\$324,175	\$282,742
14	C40/HDX8000	6	\$56,244	\$57,593	\$51,747	\$36,800
15	Total	55	424,853	415,620	375,922	319,542
16						
17						
18	BOND:					
19	Added Value					
20						
21						
22			Lower		Current	
23	NOTES:		Performance		Platform	
24						
25			Chris Prince	Ken Conn	Scott Kirkpatrick	Tina Lang
26			(281) 902-3933	(713) 781-1999	(281) 802-8888	(800) 882-7779
27	NOTES:					

INFORMATION ITEM: BOARD POLICIES FOR FIRST READING

Attached for review, under separate cover, are Localized Policy Manual Updates 91 and 92, and policies DIA(LOCAL) – Employee Welfare: Freedom from Discrimination, Harassment, and Retaliation, FB(LOCAL) – Equal Educational Opportunity, and GKB(LOCAL) – Community Relations: Advertising and Fund Raising in the Schools.

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

Resource Person: Dr. Thomas Randle

LOCALIZED POLICY

UPDATE 91

REVISED

OTHER REVENUES INVESTMENTS

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POLICY	It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.
INVESTMENT AUTHORITY	The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.
SCOPE	This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:
GENERAL FUND	The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.
SPECIAL REVENUE FUNDS	Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.
DEBT SERVICE FUNDS	A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.
CAPITAL PROJECTS FUNDS	A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.
INTERNAL SERVICE FUNDS	Internal service funds are proprietary funds accounted for on the accrual basis.
TRUST AND AGENCY FUNDS	This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, non-expendable trust funds, pension trust funds and agency funds.
TEXAS TEACHER RETIREMENT FUND	The Texas Teacher Retirement Fund shall not be covered by this policy. All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to participate in the Teacher Retirement System of Texas, a multiple-

employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

OBJECTIVE

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a. The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
 - (1) Limiting investments to the types of securities listed in this investment policy;
 - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
 - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.
2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.

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3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - a. A security with declining credit may be sold early to minimize loss of principal.
 - b. A security swap would improve the quality, yield, or target duration in the portfolio.
 - c. Liquidity needs of the portfolio require that the security be sold.

FUND STRATEGIES

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

1. General fund.
2. Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
3. Debt service fund(s).
4. Capital project fund(s).
5. Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
6. Trust and agency funds-including the student activity fund.

The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

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1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a laddered or liability-matching portfolio structure.

PRUDENCE

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and, whether the investment decision was consistent with the District's investment policy and written investment procedures.

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ETHICS AND
CONFLICTS OF
INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

1. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
4. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

AUTHORIZED
INVESTMENTS

From those investments authorized by law and described in CDA(LEGAL), the Board shall permit investment of District funds in the following investment types only, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its instrumentalities; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

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2. Certificates of deposit issued by a state or national bank doing business domiciled in Texas, or a savings and loan association domiciled in Texas that is guaranteed or insured by the FDIC or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010*

In addition, certificates of deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with conditions prescribed in *Gov't Code 2256.010(b)*.

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by obligations of the United States or its agencies and instrumentalities, are pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*

The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.

4. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. *Gov't Code 2256.013.*
5. No-load money market mutual funds that are regulated by the Securities and Exchange Commission, and have a dollar-weighted average stated maturity of 90 days or fewer, are invested exclusively in obligations described by items 1-4 above, and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. In-

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vestments in mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). *Gov't Code 2256.014.*

6. A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. *Gov't Code 2256.016.*
7. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District and held in the District's name with an approved third party. *Gov't Code 2256.015.*

AUTHORIZED
BROKERS / DEALERS

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by credit-worthiness who are authorized to provide investment services in the state of Texas. These may include primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the investment officers with the following:

1. Audited financial statements
2. Proof of Financial Industry Regulatory Authority (FINRA) certification
3. Trading resolution
4. Proof of registration in the state of Texas
5. Completed broker/dealer questionnaire
6. Certification of having read the District's investment policy

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This information will be reviewed by the investment officers and a recommendation for addition to the list of approved bidders will be submitted to the investment committee for approval.

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

SELECTION OF
DEPOSITORY

The Board shall select and designate a depository institution in accordance with CDA(LEGAL) and (LOCAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

COMPETITIVE
BIDDING

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

1. Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

COLLATERAL

The investment officers shall ensure that all District funds bank deposits, repurchase agreements and GICs (principal plus accrued interest) to the extent not insured by the FDIC are fully collateralized at a minimum of 102 percent by obligation of the United States or agencies or instrumentalities or other authorized securi-

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ties as outlined in item 2 below, or at a minimum of 110 percent in the case of mortgage-backed securities or any other security type having a declining principal balance:

1. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required shall be 110 percent of the market value. The bank shall be liable for pricing securities and maintaining required collateralization.
2. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from the District or cost to the District, replace any such nonconforming security.

SAFEKEEPING AND
CUSTODY

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

DIVERSIFICATION

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)
U.S. Treasury Obligations	100% (maximum)

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U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)

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Commercial Paper	25% (maximum)
Guaranteed Investment Contracts	60% (maximum)

Flexible repurchase agreements and guaranteed investment contracts may exceed the maximum allocations as stated above, provided that they provide for flexibility of withdrawal and that the final maturity date coincides with the cash expenditure forecast.

MAXIMUM MATURITY

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

BENCHMARK

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

MONITORING RATING
CHANGES

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

INTERNAL CONTROL

The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.

INVESTMENT
COMMITTEE

The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.

QUALITY OF
INVESTMENT
MANAGEMENT

Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

INVESTMENT
TRAINING

Within 12 months after taking office or assuming duties, designated investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. Gov't Code 2256.008(a)

The investment officers must also attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period. Gov't Code 2256.008(a), (b)

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. Gov't Code 2256.008(c)

REPORTING

Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

1. Describe in detail the investment position of the District on the date of the report;
2. Be prepared jointly by all investment officers of the District;
3. Be signed by each investment officer of the District;
4. State the beginning market value for the period, additions and changes to the market value during the period, and the ending market value for the period;
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and type of fund, and type of institution;
6. Percent of portfolio by type of asset, fund, and institution will be provided;
7. State the maturity date of each separately invested asset that has a maturity date;
8. State the account or fund or pooled fund group for which each individual investment was acquired; and
9. State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

Lamar CISD
079901

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

ANNUAL
COMPLIANCE
AUDIT

In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

INVESTMENT POLICY
APPROVAL

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.

DATE ISSUED:
10/20/2011/11/2008
UPDATE 9184
CDA(LOCAL)-X

ADOPTED:

14 of 14

DELETE

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT SECURITY

CLA
(LOCAL)

SECURITY

The Superintendent or designee shall develop and implement procedures designed to ensure the security of all school property. Security includes maintenance of a safe building, protection from fire hazards and faulty equipment, and safe practices in the use of electrical, plumbing, and heating equipment.

BUILDING CHECKS

The Superintendent or designee shall ensure that buildings are inspected regularly.

KEY CONTROL

The security of school-owned buildings and properties shall be maintained at all times. Locks and other security devices shall be maintained in proper working order. A system to account for all keys at each campus and safeguard against entrance by unauthorized persons shall be established.

DAMAGE REPORT

Damage of any nature to school property, whether willful or otherwise, shall be reported upon detection to the principal, who shall then report to the Superintendent or designee. The name(s) of the person or persons responsible will be submitted if known. Any break-ins shall be reported without delay to the principal whether damage is noted or not.

DELETE

EQUIPMENT AND SUPPLIES MANAGEMENT
INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

CMD
(LOCAL)

TEXTBOOK
CUSTODIAN

The Board, upon recommendation of the Superintendent, shall designate the textbook custodian who shall perform legally required duties and other duties prescribed by the Superintendent.

CARE AND
DISTRIBUTION

The District shall maintain a system for management and distribution of textbooks to account for textbooks at every level at any time. Accurate records shall be kept of all textbook transactions within schools as well as with the District textbook custodian.

STUDENT
RESPONSIBILITY

Students are responsible for all textbooks issued to them. Contract prices shall be charged for all books lost or for which proper accounting has not been made, regardless of the length of time the books have been in the District.

No student shall be excluded from classes or activities or have grades withheld for failure to pay costs due for textbooks.

REVISED

FACILITIES CONSTRUCTION

CV
(LOCAL)

COMPLIANCE WITH LAW

The Superintendent shall ~~establish~~ be responsible for establishing procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

CONSTRUCTION CONTRACTS

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series]

For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH]

CHANGE ORDERS

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

PROJECT ADMINISTRATION

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

~~CHANGE ORDERS~~

~~Change orders shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.~~

FINAL PAYMENT

The District shall not make finalFinal payments for construction work and/or the supervision of constructionsuch work in the District shall not be made until the work has been completed and accepted by the Board has accepted the work.

REVISED

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFF]
- ~~9.~~10. Reduction in force because of a program change. [See DFF]
- ~~10.~~11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]
- ~~11.~~12. The employee is not retained at a campus that has been repurposed in accordance with law. [See AIC]
- ~~12.~~13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- ~~13.~~14. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
- ~~14.~~15. Failure to meet the District's standards of professional conduct.

- ~~45-16.~~ Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
- ~~46-17.~~ Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- ~~47-18.~~ Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- ~~48-19.~~ Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- ~~19-20.~~ Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
- ~~20-21.~~ Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- ~~21-22.~~ Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- ~~22-23.~~ A significant lack of student progress attributable to the educator.
- ~~23-24.~~ Behavior that presents a danger of physical harm to a student or to other individuals.
- ~~24-25.~~ Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~25-26.~~ Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~26-27.~~ Falsification of records or other documents related to the District's activities.
- ~~27-28.~~ Falsification or omission of required information on an employment application.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

- ~~28-29.~~ Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- ~~29-30.~~ Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
- ~~30-31.~~ Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
- ~~31-32.~~ Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
- ~~32-33.~~ Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~33-34.~~ Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- ~~34-35.~~ Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. ~~Each administrator's recommendation for nonrenewal shall be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal~~ shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF
PROPOSED
NONRENEWAL

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed nonrenewal not later than the 45th day before the last day of instruction required in accordance with law ~~the contract.~~

If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

HEARING
PROCEDURES

--When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

The hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING BY THE
BOARD

HEARING
PROCEDURE

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.

5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

HEARING BY AN
ATTORNEY
DESIGNATED BY THE
BOARD

The hearing must be private unless the teacher requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the teacher does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed below:

1. After consultation with the parties, the attorney shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.

5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

BOARD REVIEW

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

CURRENT

~~INSTRUCTIONAL MATERIALS SELECTION AND ADOPTION~~ ~~TEXTBOOK SELECTION AND ADOPTION~~

EFAA
(LOCAL)

~~TEXTBOOK~~ SELECTION COMMITTEE

~~At an appropriate time following adoption of instructional materials by the State Board, the Superintendent shall make recommendations to the Board for appointment of a local textbook selection committee.~~

~~Members of the committee shall be professional staff, and the majority shall be classroom teachers.~~

~~Should the Board reject any recommendation, the Superintendent shall present another recommendation. The official minutes of the Board meeting at which the appointment is made shall include names of the persons appointed to serve.~~

~~The committee shall be made up of one representative from each campus serving grade levels or subjects for which there are books up for adoption. All members of the committee shall receive training on the selection process and on proven research findings, when available and appropriate. The committee members shall provide information and training for teachers who will use the materials once adopted on their respective campuses. When appropriate, subcommittees may be formed to review and make recommendations to the committee regarding textbooks for specific areas.~~

~~The Superintendent or designee shall be a member and serve as chair of the committee. A quorum, consisting of a majority of the committee members, must be present when selections are made.~~

RECOMMENDATION AND ADOPTION

~~The textbook selection committee shall examine all conforming instructional materials adopted by the State Board and reflected on the multiple lists. After receiving input from all appropriate campuses and subcommittees, the committee shall select materials that best meet the curriculum adopted by the Board and recommend the selections to the Board for ratification. In the event the Board does not ratify all of the selections, the reasons shall be recorded in Board minutes. The committee shall make other recommendations for selection until the Board has ratified all selections.~~

~~The Superintendent or designee shall be responsible for coordinating the time frame for meetings of the committee and meetings of the Board to ensure compliance with state timelines.~~

REVISED

INSTRUCTIONAL MATERIALS
SELECTION AND ADOPTION

EFAA
(LOCAL)

INSTRUCTIONAL
MATERIALS
SELECTION
COMMITTEE

At an appropriate time following adoption of the state instructional materials lists, the Superintendent shall make recommendations to the Board for appointment of an instructional materials selection committee.

A majority of the committee members shall be classroom teachers.

RECOMMENDATION
AND ADOPTION

After examining all instructional materials reflected on the state lists, the instructional materials selection committee shall select items for use in the District and recommend the selections to the Board for ratification. In the event the Board does not ratify all of the selections, the reasons shall be recorded in Board minutes. The committee shall make other recommendations for selection until the Board has ratified all selections.

CURRENT

STUDENT WELFARE FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. For provisions regarding bullying, see FFI.

STATEMENT OF NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

SEXUAL HARASSMENT BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sex-

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

ual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

DATING VIOLENCE Dating violence occurs when ~~one partner in an intimate~~ relationship uses a ~~pattern of~~ physical, sexual, and/or emotional abuse to hurt or control ~~a partner in a dating relationship~~.

~~EXAMPLES~~

~~Examples of patterns of behavior intended to hurt or control a partner in a dating relationship include, but are not limited to, physical or sexual assaults, name calling, put downs, threats to hurt the student or the student's family members or members of the student's household, destroying property belonging to the student, threats to commit suicide or homicide if the victim ends the relationship, attempts to isolate the student from friends and family, extreme jealousy and possessive behavior, stalking, or having others do these things.~~

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

RETALIATION

The District prohibits retaliation against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, is subject to appropriate discipline.

EXAMPLES

Examples of retaliation include threats, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances, such as negative comments that are justified by a student's performance in the classroom.

PROHIBITED CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING PROCEDURES

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

Alternatively, a student may report prohibited conduct directly to one of the District officials below:

DEFINITION OF
DISTRICT
OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Kathleen M. Bowen

Position: Executive Director of Human Resources

Address: 3911 Avenue I, Rosenberg, TX 77471

Telephone: (832) 223-0300

ADA / SECTION
504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Kathleen M. Bowen~~ Megan Whitley

Position: ~~Executive Director of Human Resources~~ Special Education

Address: 3911 Avenue I, Rosenberg, TX 77471

Telephone: (832) 223-~~0300~~ 0420

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

	<p>promptly report may impair the District's ability to investigate and address the prohibited conduct.</p>
NOTICE OF REPORT	<p>Any District employee who receives notice that a student has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.</p>
NOTICE TO PARENTS	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p>
INVESTIGATION OF THE REPORT	<p>The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.</p> <p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p> <p>If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p> <p>The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
CONCLUDING THE INVESTIGATION	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
DISTRICT ACTION	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate</p>

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

RECORDS RETENTION

Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).

ACCESS TO POLICY

Information regarding this policy shall be distributed annually to District employees and included in the student handbook. Copies of the policy shall be readily available at each campus and the District's administrative offices.

REVISED

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. For provisions regarding bullying, see FFI.

STATEMENT OF NONDISCRIMINATION The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED HARASSMENT Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

SEXUAL HARASSMENT BY AN EMPLOYEE Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sex-

ual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

RETALIATION

The District prohibits retaliation against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, is subject to appropriate discipline.

EXAMPLES

Examples of retaliation include threats, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances, such as negative comments that are justified by a student's performance in the classroom.

PROHIBITED
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this poli-

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

cy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING
PROCEDURES

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

Alternatively, a student may report prohibited conduct directly to one of the District officials below:

DEFINITION OF
DISTRICT
OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Kathleen M. Bowen
Position: Executive Director of Human Resources
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: (832) 223-0300

ADA / SECTION
504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Kathleen M. Bowen~~ Megan Whitley
Position: ~~Executive Director of Human Resources~~ Special Education
Address: 3911 Avenue I, Rosenberg, TX 77471
Telephone: ~~(832) 223-0300~~ 832-223-0400

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

- A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.
- TIMELY REPORTING** Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.
- NOTICE OF REPORT** Any District employee who receives notice that a student has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.
- NOTICE TO PARENTS** The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.
- INVESTIGATION OF THE REPORT** The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.
- Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.
- If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.
- The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal shall be involved in or informed of the investigation.
- The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.
- CONCLUDING THE INVESTIGATION** Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

RECORDS RETENTION

Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).

ACCESS TO POLICY

Information regarding this policy shall be distributed annually to District employees and included in the student handbook. Copies of the policy shall be readily available at each campus and the District's administrative offices.

CURRENT

STUDENT DISCIPLINE

FO
(LOCAL)

- GENERAL GUIDELINES District personnel shall adhere to the following general guidelines when imposing discipline:
1. A student shall be disciplined when necessary to improve the student's behavior, to maintain ~~essential~~ order, or to protect other students, school employees, or property.
 2. ~~Students~~ shall be treated fairly and equitably. Discipline shall be based on a ~~careful~~ assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student's age;
 - c. The frequency of misconduct;
 - d. The student's attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
- STUDENT CODE OF CONDUCT At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:
1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
 2. Made available on the District's Web site and/or as hard copy to students, parents, teachers, administrators, and to others on request.
- REVISIONS Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.
- ~~PARENTS DEFINED~~ Throughout the Student Code of Conduct and discipline policies, the term "~~parents~~" includes a parent, legal guardian, or other person having lawful control of the child.
- ~~DETENTION~~ ~~For violations of the Student Code of Conduct or campus or class-room rules, teachers or administrators may detain students after school hours on one or more days, as provided by the discipline management program and/or Student Code of Conduct. Before being assigned to detention, a student shall be informed of the behavior that allegedly constitutes the violation and shall be given an opportunity to explain his or her version of the incident. The period~~

STUDENT DISCIPLINE

FO
(LOCAL)

~~of time for which a student is assigned to detention shall be used for educational purposes.~~

~~NOTICE TO
PARENTS~~

~~When detention is assigned, notice shall first be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for the necessary transportation. Except in the case of a student who is 18 years of age or older, the detention shall not begin until the parents have been notified. The student's parents, if the student is a minor, may be required to provide transportation when the student has been assigned to detention.~~

CORPORAL
PUNISHMENT

Corporal punishment may be used as a discipline management technique in accordance with the Student Code of Conduct. Corporal punishment shall be limited to spanking or paddling the student and shall be administered only in accordance with the following guidelines:

GUIDELINES

1. Corporal punishment shall be administered ~~only after less-stringent disciplinary measures have been attempted.~~
2. The student shall be told the reason corporal punishment is being administered.
3. Corporal punishment shall be administered only by the principal or designee.
4. The instrument to be used in administering corporal punishment shall be approved by the principal.
5. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

DISCIPLINARY
RECORDS

The disciplinary record of ~~any~~ corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the ~~names of witnesses~~ present, and the date and time of punishment.

PHYSICAL RESTRAINT

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

STUDENT DISCIPLINE

FO
(LOCAL)

4. Control an irrational student.
5. Protect property from serious damage.

EXTRACURRICULAR
STANDARDS OF
BEHAVIOR

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. Extracurricular behavioral standards shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

~~Students~~ shall be informed of any extracurricular behavior standards at the beginning of each school year or when the ~~students~~ first begin participation in the activity. ~~Students and their parents~~ shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

STUDENT DISCIPLINE

GENERAL GUIDELINES A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student's age;
 - c. The frequency of misconduct;
 - d. The student's attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

STUDENT CODE OF CONDUCT

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's Web site and/or as hard copy to students, parents, teachers, administrators, and to others on request.

REVISIONS

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

'PARENT' DEFINED

Throughout the Student Code of Conduct and discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

CORPORAL PUNISHMENT

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

STUDENT DISCIPLINE

FO
(LOCAL)

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

GUIDELINES

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:

1. The student shall be told the reason corporal punishment is being administered.
2. Corporal punishment shall be administered only by the principal or designee.
3. Corporal punishment shall be administered only by an employee who is the same sex as the student.
4. The instrument to be used in administering corporal punishment shall be approved by the principal.
5. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

DISCIPLINARY RECORDS

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

PHYSICAL RESTRAINT

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
4. Control an irrational student.
5. Protect property from serious damage.

STUDENT DISCIPLINE

FO
(LOCAL)

EXTRACURRICULAR
STANDARDS OF
BEHAVIOR

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. Extracurricular behavioral standards shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

LOCALIZED POLICY

UPDATE 92

DELETE

DFF
(LOCAL)

TERMINATION OF EMPLOYMENT REDUCTION IN FORCE

APPLICABILITY

This policy shall apply only to reductions in force of contractual employees when the reduction in force requires the termination of:

1. A contract governed by Chapter 21 of the Education Code in the following circumstances:
 - a. A probationary contract during the contract period;
 - b. A term contract during the contract period; or
 - c. A term contract at the end of the contract period.
2. A contract not governed by Chapter 21 of the Education Code during the contract period.

Note: This policy shall not apply to termination at any time of at-will employment [see DCD]; termination of a continuing contract [see DFCA]; termination of a probationary contract at the end of the contract period [see DFAA]; or termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code [see DCE].

DEFINITIONS

Definitions used in this policy are as follows:

1. "Financial exigency" shall mean any event or occurrence that creates a need for the District to reduce financial expenditures for personnel including, but not limited to, a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
2. "Program change" shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or Districtwide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
3. "Discharge" shall mean termination of a contract during the contract period.
4. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DFF
(LOCAL)

GENERAL GROUNDS	A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge or nonrenewal of one or more employees in accordance with this policy. Such a determination constitutes sufficient cause for discharge or nonrenewal.
SCOPE OF REDUCTION	When a reduction in force is to be implemented, the Superintendent shall make recommendations to the Board and the Board shall determine the employment areas to be affected. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the Board may combine "elementary programs" and "compensatory education programs" to identify an employment area of "elementary compensatory education program").
EMPLOYMENT AREAS	<p>Employment areas include, but are not limited to:</p> <ol style="list-style-type: none">1. Elementary grades, levels, subjects, departments, or programs.2. Secondary grades, levels, subjects, departments, or programs.3. Special programs, such as gifted and talented, bilingual/ESL programs, special education, compensatory education, and migrant education. Each special program is a separate employment area.4. Counseling programs.5. Library programs.6. Nursing and other health services programs.7. An educational support program that does not provide direct instruction to students.8. Other Districtwide programs.9. An individual campus.10. Any administrative position(s), unit, or department.11. Other contractual position(s).
CRITERIA FOR DECISION	The Superintendent shall recommend to the Board the discharge or nonrenewal of employees within the affected employment area(s) because of a reduction in force, based on the following criteria. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force, i.e., if all necessary reductions can be accomplished by applying the certification criterion, it is not necessary to apply the performance criterion, etc.

TERMINATION OF EMPLOYMENT
REDUCTION IN FORCE

DFB
(LOCAL)

1. Certification: Appropriate certification, endorsement, and/or highly qualified status for current or projected assignment.
2. Performance: Effectiveness as reflected by appraisal records and other written evaluative information.

If the Superintendent at his or her discretion decides that the documented performance differences between two or more reduction-in-force prospects are too insubstantial to rely upon, he or she may proceed to apply criterion 3 and, thereafter and to the extent needed, criterion 4.

3. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.
4. Professional Background: Professional education and work experience related to the current or projected assignment.

CONSIDERATION
FOR AVAILABLE
POSITIONS

Once the Superintendent has identified the appropriate employees in the affected area(s), those employees may apply for other available positions for which they are qualified. An employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedure to be considered for a particular vacancy.

Up until the date of a hearing requested in accordance with this policy, an employee who applies for an open position must be offered the position if the employee meets the District's objective criteria for that position and is the most qualified internal applicant for the position.

NOTICE AND HEARING

After considering the Superintendent's recommendation, the Board shall determine the employees to be proposed for discharge or nonrenewal, as appropriate. The Superintendent shall provide each employee written notice of the proposed action, including a statement of the reason(s) requiring such action and notice that the employee is entitled to a hearing.

NONRENEWAL

An employee receiving a notice of proposed nonrenewal may request a hearing in accordance with DFBB.

DISCHARGE

An employee receiving notice of proposed discharge during the period of a contract governed by Chapter 21 of the Education Code may request a hearing before an independent hearing examiner in accordance with DFD.

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

ADDITION

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

PLAN TO REDUCE
PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below]
- Reductions in force of contract personnel due to program change [see DFFB]
- Other means of reducing personnel costs

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY

APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal, whether completed by the District or by a previous district; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST
NONRENEWAL:
TERM CONTRACT

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

DISCHARGE:
CHAPTER 21
CONTRACT

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

<u>DISCHARGE: NON- CHAPTER 21 CONTRACT</u>	<u>An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.</u>
<u>FINAL ACTION</u>	
<u>HEARING REQUESTED</u>	<u>If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.</u>
<u>NO HEARING REQUESTED</u>	<u>If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.</u>

ADDITION

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY

This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for non-renewal.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal, whether completed by the District or by a previous district; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

FINAL ACTION

HEARING
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

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REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

NO HEARING
REQUESTED

If the employee does not request a hearing, the Board shall take
final action in accordance with DFBB and shall notify the employee
in writing.

DATE ISSUED: 11/7/2011
UPDATE 92
DFFB(LOCAL)-A

ADOPTED:

4 of 4

**ADDITIONAL
POLICIES
FOR
FIRST READING**

REVISED

**EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

DIA
(LOCAL)

NOTE: This policy addresses discrimination, harassment and retaliation involving District employees. In this policy, the term "employees" includes former employees and applicants for employment. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

**STATEMENT OF
NONDISCRIMINATION**

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

HARASSMENT

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment or employment opportunities.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical,

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

EXAMPLES

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

RETALIATION

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.

EXAMPLES

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

PROHIBITED
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING
PROCEDURES

As an employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

DEFINITION OF
DISTRICT OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

TITLE IX
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with title IX of the Education Amendments of 1972, as amended:

Name: Kathleen M. Bowen
Position: Executive Director of Human Resources
Address: 3911 Avenue I, Rosenberg TX 77471
Telephone: 832-223-0300

ADA / SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Kathleen M. Bowen~~ Megan Whitley
Position: ~~Executive Director of Human Resources~~ Director of Special Education
Address: 3911 Avenue I, Rosenberg TX 77471
Telephone: ~~832-223-0300~~ 832-223-0400

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE OF
REPORT

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

INVESTIGATION
OF THE REPORT

The District may request, but shall not insist upon a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

RECORDS
RETENTION

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

ACCESS TO
POLICY

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

REVISED

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

TITLE IX COORDINATOR

The District designates the following employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Kathleen M. Bowen
Position: Executive Director of Human Resources
Address: 3911 Avenue I, Rosenberg TX 77471
Telephone: (832) 223-0300

ADA/SECTION 504 COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates, and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Kathleen M. Bowen~~ **Megan Whitley**
Position: ~~Executive Director of Human Resources~~ **Director of Special Education**
Address: 3911 Avenue I, Rosenberg TX 77471
Telephone: ~~(832) 223-0300~~ **832-223-0402**

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

COMPLAINTS

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

RECORDS RETENTION

Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

SECTION 504 COMMITTEE

The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

REFERRALS

A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has disabilities and is in need of special instruction or services.

PARENTAL
CONSENT

The Section 504 coordinator shall notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.

NOTICE TO
PARENTS

Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.

PREPLACEMENT
EVALUATION

The results of the evaluation shall be considered before any action is taken to place a student with disabilities or make a significant change in placement in an instructional program. The evaluation shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group.

IMPARTIAL
HEARING

Parents shall be given written notice of their due process right to an impartial hearing if they have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with disabilities. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney.

STATE-MANDATED
ASSESSMENTS

Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]

REVISED

COMMUNITY RELATIONS
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

PROMOTIONAL
ACTIVITIES

School facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee. Nonschool-related organizations may use school facilities only in accordance with GKD.

ADVERTISING

Advertising shall be accepted solely for the purpose of covering the cost of providing materials and equipment, not for the purpose of establishing a forum for communication. The District retains final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. [See FMA regarding school-sponsored publications.]

POLITICAL SIGNS

The District shall allow candidates or political action committees (PAC), to place election signs at the administration building or any District facility being used as a polling site, pursuant to the following conditions:

1. No permit shall be required for a sign erected solely for and relating to a public election.
2. Each candidate or PAC may erect two signs. All sign placements shall be in compliance with the Texas Election Code 62.103b, 100 feet distance marker of the outside door. No trucks with signs or vehicles with magnetic signs shall be allowed.
3. The sign(s) may be erected no earlier than the first day of early voting and must be removed no later than the last day of early voting in the election and erected at polling site(s) the evening before election day and removed the following day after the election.
4. Signs shall be constructed of lightweight material and shall not exceed six square feet, or two feet by three feet, in area, and shall be no higher than three feet above ground level.
5. Signs at the administration building shall be placed on the grassy area located immediately in front of the main entrance within ten feet of the distance marker.
6. Signs shall not be located in the public street right-of-way.
7. All written political advertising that is meant to be seen from a road must carry a "right-of-way" notice. It is a criminal offense to omit the "right-of-way" notice in the following circumstances:

Lamar CISD
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COMMUNITY RELATIONS
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

- a. if you enter a contract or agreement to print or make written political advertising meant to be seen from a road; or
- b. if you instruct another person to place the written political advertising meant to be seen from a road.

The District shall remove any poorly maintained sign, any sign that does not meet the stated criteria, or any sign that does not meet the requirements of the Election Code or the Ethics Commission. The District reserves the right to relocate signs that are improperly placed.

INFORMATION ITEM: DEMOGRAPHIC UPDATE

In order to manage growth effectively, the district employed Population and Survey Analysts 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 spring update and will provide information to the board.

Dr. Pat Guseman and associates will present the update and answer questions related to the study.

Resource Person: Dr. Thomas Randle

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF JANUARY 31, 2012)**

- Exhibit "A" gives the LCISD collections made during the month of January 31, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2011 through January 31, 2012.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2011-12 roll as compared to prior years. Through January 31, 2012, Lamar had collected 82.3% of the 2011-12 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2011-2012.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
January 2012**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
11	\$ 71,868,904.14	\$ 65.95	\$ 70.54	\$ 71,869,040.63	\$ 52,739,020.23	\$ 118.94	\$ 19,129,883.91	\$ 17.55
10	\$ 100,351.79	\$ 24,152.71	\$ 24,352.52	\$ 148,857.02	\$ 75,016.50	\$ 42,407.53	\$ 25,335.29	\$ 6,097.70
09	\$ 26,615.77	\$ 8,521.73	\$ 5,494.81	\$ 40,632.31	\$ 21,001.34	\$ 12,220.96	\$ 5,614.43	\$ 1,795.58
08	\$ 9,376.61	\$ 3,485.35	\$ 2,212.79	\$ 15,074.75	\$ 7,397.97	\$ 4,964.89	\$ 1,978.64	\$ 733.25
07	\$ 4,509.96	\$ 1,384.88	\$ 736.74	\$ 6,631.58	\$ 3,478.09	\$ 1,805.34	\$ 1,031.87	\$ 316.28
06	\$ 5,079.13	\$ 929.04	\$ 389.49	\$ 6,397.66	\$ 4,365.69	\$ 1,188.09	\$ 713.44	\$ 130.44
05	\$ 4,084.24	\$ 1,204.26	\$ 529.11	\$ 5,817.61	\$ 3,604.68	\$ 1,589.69	\$ 479.56	\$ 143.68
04	\$ 3,443.44	\$ 630.26	\$ 257.94	\$ 4,331.64	\$ 3,035.89	\$ 808.40	\$ 407.55	\$ 79.80
03	\$ 1,453.65	\$ 406.35	\$ 77.43	\$ 1,937.43	\$ 1,310.00	\$ 443.61	\$ 143.65	\$ 40.17
02	\$ 22.54	\$ 27.05	\$ 7.44	\$ 57.03	\$ 20.31	\$ 31.82	\$ 2.23	\$ 2.67
01	\$ 161.50	\$ 213.19	\$ 56.20	\$ 430.89	\$ 160.87	\$ 268.56	\$ 0.63	\$ 0.83
00	\$ 191.04	\$ 275.09	\$ 69.93	\$ 536.06	\$ 186.13	\$ 337.95	\$ 4.91	\$ 7.07
99	\$ 24.06	\$ 37.53	\$ 9.24	\$ 70.83	\$ 21.74	\$ 43.15	\$ 2.32	\$ 3.62
98	\$ 54.59	\$ 91.74	\$ 21.96	\$ 168.29	\$ 54.59	\$ 113.70	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ 22.73	\$ 43.66	\$ 9.96	\$ 76.35	\$ 20.64	\$ 49.60	\$ 2.09	\$ 4.02
95	\$ 62.65	\$ 127.81	\$ 28.57	\$ 219.03	\$ 60.59	\$ 152.18	\$ 2.06	\$ 4.20
94	\$ 83.71	\$ 180.83	\$ 39.68	\$ 304.22	\$ 79.37	\$ 211.13	\$ 4.34	\$ 9.38
Totals	\$ 72,024,441.55	\$ 41,777.43	\$ 34,364.35	\$ 72,100,583.33	\$ 52,858,834.63	\$ 66,755.54	\$ 19,165,606.92	\$ 9,386.24

Lamar Consolidated ISD
Tax Collections
September 1, 2011-August 31, 2012
(Year-To-Date)

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 1-31-12
11	\$ 132,226,942.56	\$ 5,579,603.91	\$ 137,806,546.47	\$ 113,458,967.04	\$ 65.95	\$ 70.54	\$ 113,459,103.53	\$ 24,347,579.43
10	\$ 1,709,271.04	\$ (5,096.61)	\$ 1,704,174.43	\$ 514,159.64	\$ 108,671.05	\$ 120,940.81	\$ 743,771.50	\$ 1,190,014.79
09	\$ 832,887.31	\$ 21,831.37	\$ 854,718.68	\$ 163,941.73	\$ 49,640.99	\$ 37,017.66	\$ 250,600.38	\$ 690,776.95
08	\$ 481,526.15	\$ 37,118.83	\$ 518,644.98	\$ 68,282.76	\$ 18,510.08	\$ 11,264.85	\$ 98,057.69	\$ 450,362.22
07	\$ 342,288.30	\$ 30,137.53	\$ 372,425.83	\$ 39,965.75	\$ 9,839.53	\$ 4,933.39	\$ 54,738.67	\$ 332,460.08
06	\$ 272,649.57	\$ 34,093.47	\$ 306,743.04	\$ 40,021.52	\$ 6,485.38	\$ 2,886.85	\$ 49,393.75	\$ 266,721.52
05	\$ 249,944.89	\$ 3,579.58	\$ 253,524.47	\$ 14,514.48	\$ 4,964.57	\$ 2,122.79	\$ 21,601.84	\$ 239,009.99
04	\$ 164,187.60	\$ (1,405.69)	\$ 162,781.91	\$ 8,163.66	\$ 4,664.06	\$ 1,889.09	\$ 14,716.81	\$ 154,618.25
03	\$ 138,396.99	\$ (2,204.54)	\$ 136,192.45	\$ 4,677.95	\$ 3,677.69	\$ 1,051.56	\$ 9,407.20	\$ 131,514.50
02	\$ 120,166.26	\$ (1,910.30)	\$ 118,255.96	\$ 1,397.56	\$ 1,624.52	\$ 453.33	\$ 3,475.41	\$ 116,858.40
01	\$ 110,698.67	\$ (1,614.62)	\$ 109,084.05	\$ 1,896.17	\$ 2,393.35	\$ 643.51	\$ 4,933.03	\$ 107,187.88
00	\$ 105,343.99	\$ (27,067.43)	\$ 78,276.56	\$ 1,203.58	\$ 1,690.02	\$ 438.40	\$ 3,332.00	\$ 77,072.98
99	\$ 88,754.79	\$ (13,171.51)	\$ 75,583.28	\$ 1,080.81	\$ 1,619.19	\$ 400.56	\$ 3,100.56	\$ 74,502.47
98	\$ 76,029.84	\$ (12,956.38)	\$ 63,073.46	\$ 873.97	\$ 1,380.39	\$ 338.17	\$ 2,592.53	\$ 62,199.49
97	\$ 59,059.59	\$ (2,660.09)	\$ 56,399.50	\$ 389.17	\$ 601.09	\$ 148.53	\$ 1,138.79	\$ 56,010.33
96	\$ 59,195.77	\$ (2,419.25)	\$ 56,776.52	\$ 271.02	\$ 402.30	\$ 101.00	\$ 774.32	\$ 56,505.50
95	\$ 45,570.81	\$ (1,105.87)	\$ 44,464.94	\$ 299.77	\$ 568.65	\$ 130.28	\$ 998.70	\$ 44,165.17
94	\$ 36,115.39	\$ (1,105.87)	\$ 35,009.52	\$ 478.32	\$ 950.35	\$ 206.40	\$ 1,635.07	\$ 34,531.20
93	\$ 33,957.74	\$ (724.29)	\$ 33,233.45	\$ 699.70	\$ 1,544.06	\$ 336.55	\$ 2,580.31	\$ 32,533.75
92	\$ 31,726.55	\$ (442.92)	\$ 31,283.63	\$ 785.62	\$ 1,813.42	\$ 389.85	\$ 2,988.89	\$ 30,498.01
91	\$ 30,258.77	\$ (453.27)	\$ 29,805.50	\$ 707.16	\$ 1,715.83	\$ 363.46	\$ 2,786.45	\$ 29,098.34
90	\$ 22,822.04	\$ (23,118.92)	\$ (296.88)	\$ 619.43	\$ 1,577.28	\$ 329.51	\$ 2,526.22	\$ (916.31)
89	\$ 44,731.29	\$ (6,219.50)	\$ 38,511.79	\$ 677.14	\$ 1,565.81	\$ 331.93	\$ 2,574.88	\$ 37,834.65
88 & prior	\$ 8,152.40		\$ 8,152.40	\$ 563.63	\$ 1,300.29	\$ 269.73	\$ 2,133.65	\$ 7,588.77
Totals	\$137,290,678.31	\$5,602,687.63	\$142,893,365.94	\$114,324,637.58	\$227,265.85	\$187,058.75	\$114,738,962.18	\$28,568,728.36

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

MONTH	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04	2002-03	2001-02
SEPT	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%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%	0.2%
NOV	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%	4.3%
DEC	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%	22.8%
JAN	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%	60.0%
FEB		94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%	92.5%
MAR		96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%	93.8%
APR		96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%	94.9%
MAY		97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%	95.6%
JUNE		98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%	96.2%
JULY		98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%	96.9%
AUG		98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%	97.3%	97.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2011-12 TAX COLLECTIONS
AS OF JANUARY 31, 2012**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 1-31-12	% OF BUDGET COLLECTED
2011	2011-12	\$135,480,515	\$113,458,967	83.75%
2010 & Prior	2010-11 & Prior	\$2,950,000	\$865,671	29.34%
TOTAL		\$138,430,515	\$114,324,638	82.59%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JANUARY 31, 2012**

SCHOOL YEAR TAX YEAR	2006-07 2006	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011
COLLECTION YEAR						
1 Orig. Levy	\$ 107,330,019	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943
1 Collections	\$ 104,997,277	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	113,458,967
Adj. To Roll	\$ (388,332)	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,579,604
2 Collections	\$ 1,285,841	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	514,160	
Adj. To Roll	\$ 54,079	\$ 27,409	\$ (65,264)	\$ (117,676)	(5,097)	
3 Collections	\$ 406,776	\$ 267,371	\$ 248,471	\$ 163,942		
Adj. To Roll	\$ 110,409	\$ 21,693	\$ 96	\$ 21,831		
4 Collections	\$ 131,250	\$ 136,983	\$ 68,283			
Adj. To Roll	\$ 15,723	\$ 54,869	\$ 37,119			
5 Collections	\$ 106,810	\$ 39,966				
Adj. To Roll	\$ 78,704	\$ 30,138				
6 Collections	\$ 40,022					
Adj. To Roll	\$ 34,093					
TOTAL:						
COLLECTIONS	\$ 106,967,974	\$ 110,443,263	\$ 124,972,738	\$ 129,667,499	\$ 132,600,179	\$ 113,458,967
ADJUSTED TAX ROLL	\$ 107,234,696	\$ 110,775,724	\$ 125,423,099	\$ 130,358,276	\$ 133,790,193	\$ 137,806,546
BALANCE TO BE COLLECTED	\$ 266,722	\$ 332,460	\$ 450,362	\$ 690,777	\$ 1,190,014	\$ 24,347,579
ADJ. TAXABLE VALUE	\$ 6,928,872,549	\$ 8,536,641,130	\$ 9,665,402,800	\$ 10,045,719,270	\$ 9,804,711,688	\$ 9,913,783,423
TOTAL % COLLECTIONS AS OF JANUARY 31, 2012	99.8%	99.7%	99.6%	99.5%	99.1%	82.3%
TAX RATE	\$ 1.54765	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005

**INFORMATION ITEM: SCHOOLS CONSERVING RESOURCES (SCORE)
PROGRAM**

The District is participating in CenterPoint Energy's Texas SCORE (Schools Conserving Resources) Program, which provides free assistance and financial incentives to reduce energy demand in our buildings. The following projects completed in 2011 qualified for SCORE incentives from CenterPoint Energy:

Project	Project Measure	Est. Demand Savings (kW)	Est. Energy Savings (kWh/yr)	score incentive
Terry High *	Lighting	75.96	190,122	\$17,479.68
Bowie Elem. *	Chiller	3.50	5,642	\$832.18
Smith Elem. *	Chiller	23.30	37,133	\$5,562.82
Navarro MS **	Roof	7.12	14,243	\$1,637.72
Smith Elem. **	Roof	4.69	9,375	\$966.08

*** M&O Projects**

**** Bond Projects**

Cheryl Bowman, Program Manager for CenterPoint Efficiency, will be presenting the incentive check to the Board of Trustees in the amount of \$26,484.48.

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: ENERGY MANAGEMENT QUARTERLY REPORT

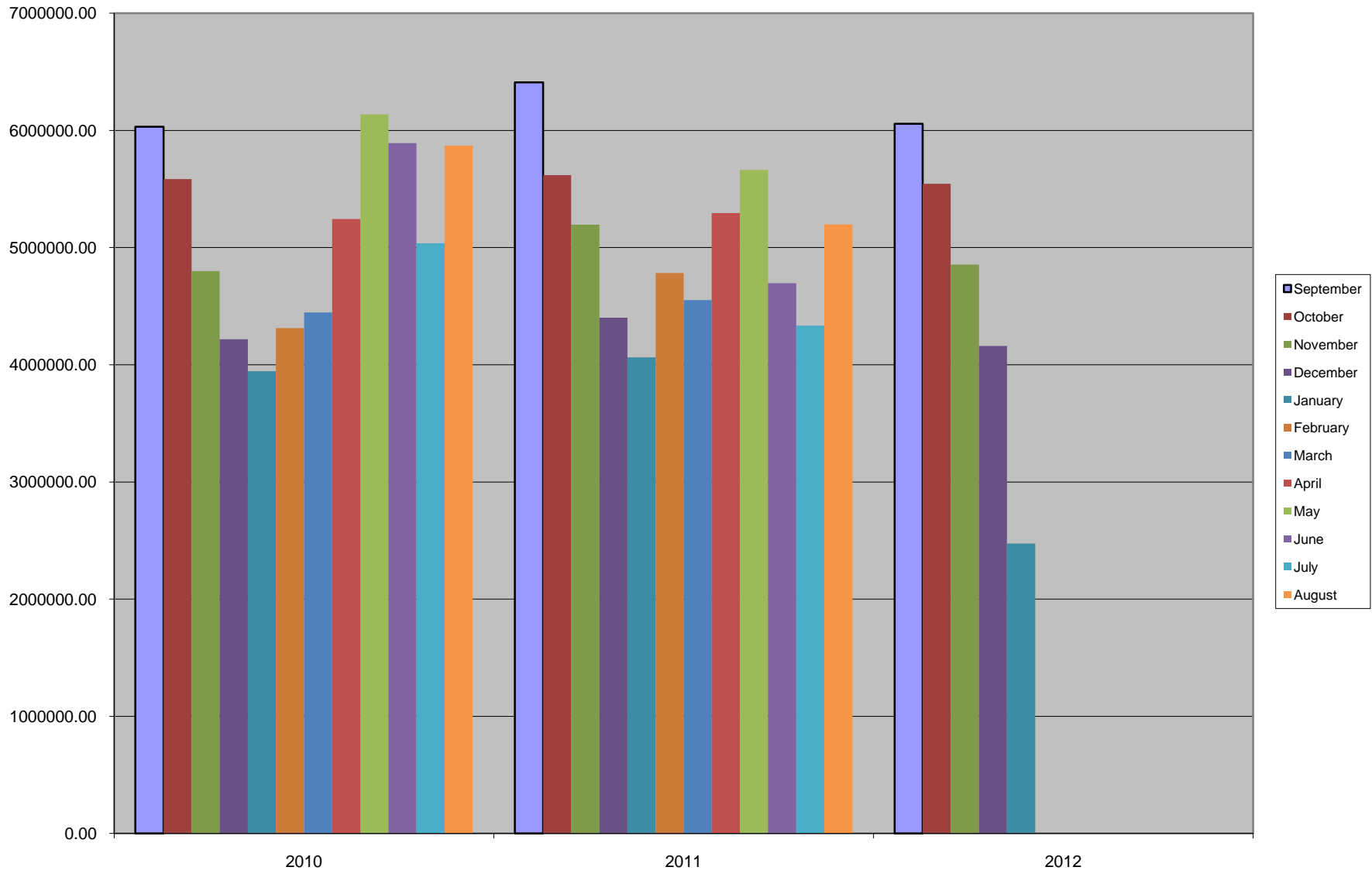
This quarter snapshot reflects a decrease in total KWH usage of 1,019,178. We have added one new facility in November which is the Satellite Transportation Center. It will be considered once it has a baseline of one year of service.

Our reduction in usage can be attributed to tighter schedules and equipment upgrades which include replacement of chillers, roof replacement, and lighting retrofits. These recent upgrades were accomplished through Maintenance & Operations and the Bond Program with the CenterPoint SCORE Program.

We continue to monitor all utilities and their use. We are looking at more avenues to reduce our KWH usage.

Resource Person: J. Kevin McKeever, Administrator for Operations

Lamar CISD - September - December 2010, 2011, 2012



**Lamar CISD
Quaterly Snapshot - Kwh Usage**

Use	Year		
Month	2010	2011	2012
September	6,030,552.00	6,409,281.00	6,056,432.00
October	5,583,670.00	5,617,663.00	5,544,708.00
November	4,799,643.00	5,195,855.00	4,854,345.00
December	4,217,382.00	4,402,745.00	4,161,567.00
Total	20,631,247.00	21,625,544.00	20,617,052.00
Satellite Transportation			11,136.00
			2,489,839.00
			20,617,052.00
			-11,136.00
Base Line	20,631,247.00	21,625,544.00	20,605,916.00

Lamar CISD
Electrical Kwh Usage
September - December 2010, 2011, 2011

Locations	Year		
	2012	2011	2010
Building			
1621 Place	23,591.00	23,825.00	22,969.00
Alternative Learning Center	129,174.00	148,896.00	152,160.00
Austin Elementary	264,576.00	278,400.00	277,632.00
Beasley Elementary	247,296.00	235,776.00	235,392.00
Bowie Elementary	347,904.00	340,800.00	324,288.00
Briscoe Junior High	1,420,989.00	1,487,040.00	1,378,635.00
Campbell Elementary	469,391.00	438,223.00	481,108.00
Dickinson Elementary	353,376.00	490,176.00	415,020.00
Foster High School	1,220,581.00	1,289,016.00	1,337,738.00
Frost Elementary	510,422.00	522,560.00	490,434.00
Huggins Elementary	381,551.00	432,774.00	445,644.00
Jackson Elementary	361,664.00	376,192.00	429,206.00
Lamar High School	3,529,731.00	3,649,886.00	4,035,871.00
Meyer Elementary	342,221.00	379,567.00	437,563.00
Navarro Middle School	324,480.00	378,048.00	396,480.00
Pink Elementary	440,495.00	448,696.00	424,788.00
Seguin Elementary	255,757.00	234,793.00	249,101.00
Smith Elementary	321,600.00	398,016.00	389,376.00
Taylor Ray Elementary	405,216.00	415,008.00	493,056.00
Terry High School	1,236,433.00	1,517,302.00	1,655,364.00
Travis Elementary	435,456.00	431,616.00	446,976.00
Williams Elementary	391,296.00	419,328.00	418,944.00
Natatorium	121,215.00	153,260.00	146,784.00
Brazos Crossing	264,384.00	269,568.00	302,592.00
Hutchinson Elementary	468,142.00	525,273.00	517,725.00
Hubenak Elementary	357,888.00	355,392.00	424,896.00
Thomas Elementary	366,144.00	396,480.00	464,448.00
Jane Long Elementary	557,209.00	513,196.00	519,696.00
George Junior High	864,566.00	909,576.00	1,417,131.00
Wessendorff Middle School	409,714.00	297,258.00	388,524.00
Band Road-UD	45,470.00	48,064.00	44,985.00
Terry High School - Field House	132,864.00	146,304.00	184,320.00
Velasquez Elementary	415,343.00	430,456.00	418,345.00
McNeil Elementary	474,547.00	495,219.00	460,912.00
Wertheimer Middle	363,840.00	365,760.00	391,104.00
Staff Development Center	34,040.00	18,760.00	12,040.00
Lamar Junior High	0.00	0.00	
George Ranch High School	1,668,115.00	1,725,909.00	
Reading Junior High	532,680.00	541,442.00	
Powell Point	116,555.00	97,689.01	
Satellite Transportation Center	11,136.00		
Grand Total	20,617,052.00	21,625,544.01	20,631,247.00

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Engineered Air Balance (NatatoriumReno Phase II)	Application # 2	\$	5,868.00
LAN (Transportation Satellite Data Center)	Application # 7	\$	794.00
PBK Architects (ALC – Roof)	Application # 2	\$	610.13
PBK Architects (ALC – Roof)	Application # 3	\$	152.53
PBK Architects (Bowie Elementary – Paving)	Application # 2	\$	14,118.25
PBK Architects (Bowie Elementary – Paving – Reimbursables)	Application # 1	\$	9,759.50
PBK Architects (Bowie Elementary – Paving – Reimbursables)	Application # 2	\$	287.40
PBK Architects (Development Center – Roof)	Application # 1	\$	7,108.31
PBK Architects (Development Center – Roof)	Application # 2	\$	394.90
PBK Architects (Development Center – Roof)	Application # 3	\$	197.46
PBK Architects (Natatorium – Phase II)	Application # 4	\$	2,116.80
PBK Architects (Natatorium – Phase II)	Application # 6	\$	88.20
PBK Architects (Natatorium – Phase II)	Application # 7	\$	1,411.20

PBK Architects (Natatorium – Phase II – Reimbursables)	Application # 3	\$	2,361.74
PBK Architects (Navarro Middle – Roof)	Application # 3	\$	1,859.73
PBK Architects (Navarro Middle – Roof)	Application # 4	\$	929.87
PBK Architects (New Elementary #22)	Application # 4	\$	52,062.62
PBK Architects (New Elementary #22)	Application # 6	\$	37,864.00
PBK Architects (Polly Ryon Middle)	Application # 2	\$	46,391.25
PBK Architects (Polly Ryon Middle)	Application # 4	\$	85,050.62
PBK Architects (Polly Ryon Middle)	Application # 5	\$	61,855.00
PBK Architects (Smith Elementary – Paving)	Application # 2	\$	5,830.91
PBK Architects (Smith Elementary – Paving – Reimbursables)	Application # 1	\$	7,412.01
PBK Architects (Smith Elementary – Paving – Reimbursables)	Application # 2	\$	287.39
PBK Architects (Smith Elementary – Roof)	Application # 1	\$	29,932.86
PBK Architects (Smith Elementary – Roof)	Application # 2	\$	1,662.93
PBK Architects (Smith Elementary – Roof)	Application # 3	\$	831.47
PBK Architects (Smith Elementary – Roof)	Application # 4	\$	420.69

PBK Architects (Trans Satellite Center)	Application # 3	\$	6,350.00
Terracon (George Ranch HS)	Application # 30	\$	2,703.75
Terracon (Trans Satellite Center– Secondary Access)	Application # 1	\$	2,145.00
Terracon (Trans Satellite Center – Secondary Access)	Application # 2	\$	6,297.50

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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

Work Request Summary for January 2012:

- The Department completed 1,499 requests with 123 new requests
- 23 were closed

Maintenance:

The Maintenance Department assisted by:

- Boarding up a broken window in classroom 20 at Travis Elementary
- Repairing the fire alarm system at Lamar Junior High
- Repairing the fire alarm system at Navarro Middle
- Performing preventative maintenance on the gate at Jane Long Elementary
- Repairing a torn seat in the auditorium at Terry High
- Reinstalling a stall door in the boys restroom by the gym at Velasquez Elementary
- Repairing the computer trays in the computer lab at Hubenak Elementary
- Installing a small shelf in the custodial closet at the Natatorium
- Repainting the two blue doors and frames on the south side of Smith Elementary
- Assembling and installing backpack racks along the walls outside the kindergarten area at Hutchison Elementary
- Replacing a temperature and pressure safety valve on a booster heater in the kitchen at Navarro Middle
- Replacing a cracked toilet at Campbell Elementary
- Installing a disconnect for an AC on a portable at Campbell Elementary
- Replacing a shorted receptacle and cord plug on a mixer at Dickinson Elementary
- Replacing an intercom system help call button at Terry High
- Reprogramming the intercom bell system at Campbell Elementary
- Repairing an exterior door panic bar at Lamar Junior High
- Rebooting the fire alarm system dialer at Bowie Elementary
- Repairing a smoke detector at Velasquez Elementary
- Moving a cabinet and drawers to the front office at Smith Elementary
- Repairing a light fixture in the competition gym at Foster High
- Performing the quarterly lint trap filter cleaning at Foster High
- Taking down the backboard mats in the gym at Terry High
- Removing the fan/dehumidifier and moving items at the Development Center
- Repainting the exterior doors and frames by the cafeteria at Lamar Junior High
- Assembling five Rubbermaid heavy duty carts at Reading Junior High
- Installing a coat hook on the back of the door in room 211-E at Brazos Crossing
- Assembling a wrestling mat rack at Reading Junior High

- Repairing the bracket in the restroom stall area at Jane Long Elementary
- Re-building urinal stall dividers in the boys restroom at Bowie Elementary
- Replacing batteries in several clocks at Wertheimer Middle
- Repairing a broken drawer in room A-205 at George Junior High
- Re-installing the soap dispenser in the boys restroom at Smith Elementary
- Replacing an electric drinking fountain at Navarro Middle
- Unstopping a toilet in the staff restroom at McNeill Elementary
- Repairing an electric hand dryer at Lamar Junior High
- Repairing an electrical short in a score board remote control at Lamar High
- Remapping the intercom help system transformer at Lamar High
- Replacing the locks on marquee at Briscoe Junior High

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Cleaning the storage area in the gym, buffing the teacher's lounge, delivering two racks of chairs to the gym, setting up for a cheer camp, and repairing a vacuum cleaner at Velasquez Elementary
- Replacing lights throughout the building, cleaning out the mechanical room in the service yard, and cleaning up after the Boy Scout meeting at Dickinson Elementary
- Dusting air vents in the cafeteria and gym, removing spots on a wall in the cafeteria, and cleaning up a spill in the hall by the gym at McNeill Elementary
- Cleaning the loft in the gym, moving furniture from Pre-K area to storage, repairing a table in 1st grade area, and cleaning carpet in the Pre-K area at Travis Elementary
- Moving 30 chairs into the gym closet, extracting water from the carpet in the library and teacher's lounge, and G1 at Pink Elementary
- Extracting water from ABC carpets in 200 wing, cleaning the bottoms of the cafeteria tables, cleaning the walls in cafeteria, and delivering three boxes of copy paper to the office area at Seguin Elementary
- Raking leaves in front of the school, stopping a urinal from overflowing, removing trash by the portables, and cleaning light covers at Smith Elementary
- Delivering six cafeteria tables to the gym for testing, delivering nine boxes of copy paper to the workrooms, and mopping up a spill in the B hall at Lamar Junior High
- Removing feces from the 2nd grade boys restroom, removing vomit and feces from the nurses office, removing writing from the walls in the cafeteria, and delivering boxes to the library at Hubenak Elementary
- Setting up the auditorium for Balfour Ring Company, and removing tables from the cafeteria for the winter guard practice at Terry High
- Cleaning the front entry windows, using the micromatic machine on all floors, and assisting in the cafeteria at Jackson Elementary
- Moving a horse shoe table to a portable, replacing lights in the office area, adding items on the marquee, and assembling a coat rack at Huggins Elementary
- Extracting water from the hallways and classrooms after storm, dusting the main hallway, wiping down all windows in the cafeteria, and unclogging toilets at Foster High

- Cleaning up vomit from room 412, the kinder restroom, cafeteria and outside by the portables, mopping up urine in 2nd grade girls restroom, and swept all entry/exits at Taylor Ray Elementary
- Delivering copy paper, extracting carpet in hall by work room, cleaning up feces in staff restroom, and removing blood from the gym floor at Hubenak Elementary
- Using the micromatic machine on all halls, buffing the office workroom, replacing lights in the office area, preparing ice chest for the book club, and cleaning all vents in the cafeteria at Velasquez Elementary
- Picking up water in several rooms, delivering boxes of copy paper to the front office, and removing wet tile at Seguin Elementary
- Removing trash from around the portable building area, cleaning vents in all classrooms, removing spider webs from windows in the gym, and cleaning walls in the cafeteria at Smith Elementary
- Setting up for a spelling bee contest, removing vomit from the main hallway, removing ceiling tiles that fell in a classroom, and closing a cover on a hanging light fixture at Hutchison Elementary
- Mowing at: McNeill, Huggins, Seguin, Pink, Jane Long, Bowie, ALC, Smith, Williams, Frost, Austin, Meyer, Velasquez, Hubenak, Travis, Beasley, Administrative Annex, Jackson, Hutchison, Thomas, Taylor Ray, Brazos Crossing, Powell Point, Dickinson, and Campbell
- Delivering Rodeo art from Band Road to Brazos Crossing
- Delivering boxes from Brazos Crossing to George Ranch High
- Removing a damaged light pole at Meyer Elementary
- Delivering wrestling mats from Terry High to George Ranch High
- Repairing the turf at Traylor Stadium
- Mowing the rye grass on all the sports fields
- Power washing the tennis courts at Lamar Junior High for an upcoming tournament
- Painting field for Powder Puff game at Foster High
- Providing ant control at: Frost, Special Needs, and Wessendorff Middle
- Providing rodent control at: Campbell, Wertheimer Middle, Brazos Crossing, and Frost
- Assisting in scheduling Gillen's Pest Control services at: Beasley, Bowie, Campbell, Dickinson, Hutchison, Jane Long, Meyer, Smith, Taylor Ray, Wessendorff Middle, Brazos Crossing, Maintenance, Transportation, Distribution, Velasquez, Williams, Band Road Warehouse, and Ag Barn

Resources: Kevin McKeever, Administrator of Operations
 Aaron Morgan/Jim Owens, Interim Director of Maintenance & Operations
 Paul Gutowsky, Assistant Director of Maintenance
 Jeff Kimble, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)

**INFORMATION ITEM: BOND UPDATE
FEBRUARY 10, 2012 Monthly Report**

2006 Bond Program Projects:

Transportation Satellite Facility

- Site contractor and underground contractor are 98% complete.
- Paving contractor is 99% complete.
- Contractor continues to monitor dust control on site and maintenance of their Storm Water Pollution Prevention Plan.
- Doors, frames, and hardware items are installed
- Painting is completed in the administration office areas and the shop offices.
- Sprinkler system in office and maintenance building are completed.
- Covered awning contractor has completed the bus canopy installation.
- Electrical trim work is 100% complete in office and maintenance area.
- Plumbing installation is 99 % completed at the administration and maintenance area.
- HVAC installation is 99% complete.
- Ceiling grid installation is completed.
- Floor coverings installation is completed.
- Light fixtures are 100% installed.
- Millwork has been installed.
- Chain link fence installation is 80% completed.
- Fort Bend fire marshal performed a preliminary walk of the buildings and provided a list of four items that will need to be completed prior to final inspection.
- The fuel management system installation is 90% complete at the existing facility.
- Progress meeting occurred on February 9, 2012.
- CenterPoint completed permanent power and meter installation October 25.
- All Goode Construction has completed the water and sanitary sewer extension along FM 1093 January 30, 2012.
- LCISD, Gilbane, Hurtado Construction, Jerdon, Pepper Lawson, and PBK held a meeting on January 30 regarding coordination of the GM Equity Group storm water drainage installation adjacent to the secondary driveway and the satellite transportation, the contractor, Hurtado, has ordered materials and scheduled equipment deliveries.
- Finalized the overall height of the berm, orientation of the fuel island in coordination with the proposed secondary driveway.

Natatorium Phase I Renovations

- Air structure installation is completed and repairs are completed.
- Kool deck repairs are completed.
- Caulking of the expansion joints at the kool deck will be completed during spring 2012.

Natatorium Phase II Renovations

- Project is complete.
- As builts and closeout documents have been received by LCISD.
- Final deductive change order and final application for payment have been submitted for February 2012 LCISD Board approval.

Bowie Elementary Parking

- Job is complete.
- Projected closeout in April.

Smith Elementary Parking

- Job is complete.
- Projected closeout in April.

George Ranch Staging Lanes

- Job is complete.
- Projected closeout in April.

2011 Bond Program Projects:**Elementary No. 22**

- 95% construction drawings were presented for review by PBK. Gilbane staff, LCISD technology, and LCISD maintenance were part of this review.
- 100% Construction documents and specifications have been released and advertisements have been placed in local publication for bids.
- Contractor selection is scheduled to be on the March 2012 LCISD Board agenda.

PollyRyanMiddle School

- 95% construction drawings were presented for review by PBK. Gilbane staff, LCISD technology, and LCISD maintenance were part of this review.
- 100% Construction documents and specs have been released and advertised for bids.
- Contractor selection is expected to be on the March 2012 Board agenda.

More 2006 Bond construction information and project photographs can be found on the Lamar CISD web page at <http://lamar2006.gilbanetech.com>.

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