



A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, April 20, 2017

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Anna Gonzales • Dr. Tyson Harrell • Melisa Roberts • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
APRIL 20, 2017
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - Foster High School Culinary Arts
4. Recognitions/awards
 - A. Foster High School National & State Champion Wrestler
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. March 21, 2017 - Special Meeting (Workshop) 6
 - B. March 23, 2017 - Regular Board Meeting 10
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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 - b. Technology Students Association (TSA) 19
 2. Consider adoption of the Kathleen Joerger Lindsey Elementary School Mascot and School Colors 20
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6. Medical/Rx Plan structural changes	179

12. CLOSED SESSION

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	180
a. Approval of personnel recommendations for employment of professional personnel	181
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e. Consider renewals for late hires	278
f. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract	
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open

Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 13th day of April 2017 at 3:00 p.m, this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 21st day of March 2017, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Tyson Harrell	Member
Melisa Roberts	Member

Members Absent:

Anna Gonzales	Member
Frank Torres	Member

Others Present:

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

BUSINESS TRANSACTED

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

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2. Discussion of March 23rd Regular Board Meeting Agenda Items

The Board reviewed the March 23rd Regular Board Meeting agenda items.

10. ACTION ITEMS

10. B GOAL: PLANNING

10. B-1 Consider approval of budget amendment requests

Ms. Kaminski asked if the District would save money if Ron Clark would give the training in the District. Ms. Vogt said the Ron Clark Academy is a training campus and it is not the same if the training was done on our campus. It is a hands-on training.

Ms. Danziger asked how many teachers have gone to this training. Ms. Vogt said she did not have a number, but many have paid their own way to attend the training.

10. B-4 Consider approval of amendment to contract for districtwide department process audit to include an expanded program scope audit of the Special Education Department

Ms. Danziger said that this was an add-on to the previous contract.

10. B-8 Consider approval of Go Public Gulf Coast

Ms. Kaminski asked if this group is just starting. Mr. Rockwood said yes. She verified that it would be initially \$5,500 and then after that \$11,000 annually. Mr. Rockwood said that was correct. He said there are 24 area Houston school districts that are part of this Go Public Gulf Coast campaign. This is to positively promote public education. Ms. Kaminski asked if they came to us. Mr. Rockwood said it is school board driven, sort of like Grass Roots.

Ms. Danziger said that she is on this committee and they are trying to make a difference.

Ms. Kaminski asked what we get from it for our District. Mr. Rockwood said this is a collective effort. He said you can collectively get more accomplished if you take a little bit from all the school districts to promote public education. One District does not have to make a big investment in marketing or advertising.

10. B-9 Proposed November 2017 Bond Election

Mr. McKeever gave an update on the 2014 Bond.

Ms. Ludwig gave a presentation on Bond 101.

Mr. Rockwood gave a presentation on the process for the 2017 Bond Planning.

Ms. Roberts asked for a reminder of what the 2014 Bond amount was. Mr. Rockwood said it was \$240.6 million. She asked if it included the Fulshear complex. Mr. Rockwood said Fulshear was in the 2011 Bond.

Ms. Kaminski said the report stated that we would need at least 3 elementary schools in the next 3 years. Mr. Rockwood said by 2021, this is pulled directly from the

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demographic report. The 2014 Bond had 5 elementary schools with Bentley already being built and Lindsey will open in August. The construction plans are in place for Carter. This leaves 2 remaining schools with the need for 3 additional schools between now and 2021.

Ms. Danziger said during the last Bond they added more money for land so that land could be purchased in advance of the schools. She asked if we are doing that for this bond. Mr. Rockwood said we are asking for the same amount of money for land.

Ms. Roberts asked how many other campuses like Austin Elementary need to be renovated. Mr. Rockwood said Austin Elementary is the last one that has not had a front circulation renovation.

Ms. Kaminski said she would really like to have a discussion on adding a fourth elementary school to the Bond.

10. B-10 Discussion and Action on Master Plan Principles

Mr. Steenbergen commented that the auditors have been asked to look at these master plan principles.

Ms. Danziger asked what the maximum number of students is for Carter Elementary. Mr. Steenbergen said it is still 750.

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Campus Climate Surveys

Dr. Harrell commented they have discussed understaffing of counselors and by the survey results, students seem to think counselors are understaffed as well. Mr. Rockwood said this is potentially something to look at in the future.

Ms. Roberts said the last slide states 75% graded the District an A or B, she thought in the first slide they gave a C. Mr. Rockwood said this says 75% of the students graded it an A or B.

11. A-7 Possible donation from Fort Bend County Municipal Utility Districts #106, #108, #109, and #117

Ms. Danziger verified that the MUDs pay for the initial project but the school district maintains moving forward. Dr. Randle said that was correct. Ms. Danziger asked if we will work with them on the type of surface since we have to maintain it. Mr. McKeever said they are looking at a synthetic turf similar to what is at Traylor Stadium. This surface would have about a 12-15 year life.

3. AUDIENCE TO PATRONS

None

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

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

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:28 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 23rd day of March 2017, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Tyson Harrell	Member
Melisa Roberts	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
Linda Lane	Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator
Rick Morris	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. STUDENT REPORTS

a. Huggins Hounds “Singing in the Rain”

The following students from Huggins shared how to make mini rain barrels:

Emma Hagensick
Rhett Powell
Ashlynn Bryson
Luke Zubicek
Amaleah Gray
Will McCrea
Kellyn Trapino

They presented the Board with mini rain barrels.

4. RECOGNITIONS/AWARDS

Mr. Steenbergen said the Office of the Secretary of Defense recognized Lamar CISD and singled out one employee for contributing to the nation’s security. Eva Zamora from Payroll was honored on March 9th as a patriot employee by the Secretary of Defense’s employer support of the guard and reserve program for going above and beyond in her duties.

Mr. Steenbergen said HEB has been a big supporter of public schools and they are now establishing the Holdsworth Center. This is a leadership institute in Austin which will work with school districts over a five year period to empower individual leaders, including superintendents, principals, and key administrators to reach their full potential. Initially they contacted 27 schools in June they will pick six to participate in this program.

Mr. Steenbergen said at a recent TABSE conference, Dr. Randle received recognition from Houston Mayor Sylvester Turner for being a visionary leader increasing student achievement or at risk students, documented evidence of closing the achievement gap, and demonstrating school improvement across the district. In addition, Dr. Randle and three other Houston area districts were recognized in the demonstration spotlight for their work in this area. As the recognitions closed, Dr. Randle was surprised with the announcement that his lifetime work in education in Texas was being honored by having TABSE demonstration district spotlight named after him. In future years it will be called the Dr. Thomas E. Randle district spotlight recognition.

5. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Heather Williams, principal of Lindsey Elementary School

6. AUDIENCE TO PATRONS

Mr. David Vrshek addressed the Board about tax relief to senior citizens. He said they feel the over 65/disabled exemption of \$10,000 is not enough. They wish to have this increased by \$10,000. He thinks the District should ask the financial advisor to generate several scenarios based on different levels of appraised value increases to check the numbers. This must be approved before May 31 to meet the FBCAD rule on changing exemptions.

Ms. Lynn Whelan also addressed the Board about the tax relief to senior citizens. She said she is a retired teacher and loved being in the profession, but could not wait to leave because she felt the system had changed. She believes that money is not the answer to the

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educational problem, but the extreme lack of discipline and respect in the classrooms. She feels when these two components are put back in the equation, students will perform better.

Ms. Carol Gaas addressed the Board about facility rate increases to the Terry Natatorium. The issue is specific to R&R Aquatics but it may also impact others who may want to use the Terry Natatorium. She said that at the time the facility was built in 1981, Lamar CISD Board members discussed the possibility of having a year round swim program available to the community. R&R Aquatics has fulfilled this vision. R&R Aquatics is considered a low cost swim team option. They have enjoyed free use of the facility since the beginning. She said it has not been completely free, they donate yearly equipment that often exceeds thousands of dollars per summer. Her concern is the impact of the increased rate charges on that facility that now equals the new Lamar Natatorium. She said this will impact the amount they charge swimmers in the programs and possibly reduce the number of swimmers. She would like the Board to consider continuing the payment by R&R Aquatics of in-kind equipment to the Terry Natatorium. She said a minimum amount could be established for each season of use.

Mr. Joe Greenwell addressed the Board about the rate increases for facilities. He said he can tell them for a fact, unless they changed, R&R has never paid a fee. He said it is because, the George Foundation when they donated the pool to the District, laid out that it would be provided free of charge to R&R Aquatics. He said R&R was not specifically named, but it was structured that the local swim teams would not pay. He feels these rate increases will kill swimming in the District.

7. APPROVAL OF MINUTES

A. February 16, 2017 REGULAR BOARD MEETING

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the minutes of February 16, 2017 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski reported the Facilities Committee met and reported the status of projects in the District. She attended the Read Across America at Arredondo Elementary School, YIP, and the SHAC meeting.

Ms. Danziger reported the Technology Committee did not meet but she reported the status of projects in the District. She attended the Bentley Elementary dedication, went to Austin for Legislative day, and did the Read Across America at Austin and Arredondo Elementary Schools.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

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ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A-2; 10. B-1 - 10. B-20; and 10. C-1

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

10. A GOAL: INSTRUCTIONAL

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

a. Foster High School Close Up Team

Approved out-of-state travel for Foster High School Close Up Team to travel to Washington D.C. from May 13–18, 2018.

b. Foster High School and George Ranch High School DECA

Approved out-of-state travel for Foster High School and George Ranch High School DECA to travel to Anaheim, CA on April 26-30, 2017.

c. Foster High School and Lamar Consolidated High School Speech and Debate

Approved out-of-state travel for Foster High School and Lamar Consolidated High School Speech and Debate to attend the 2017 National Individual Events Tournament of Champions (NIETOC) in Kansas City, Missouri, from May 12-15, 2017.

d. Lamar Consolidated High School Speech and Debate

Approved out-of-state travel for Lamar Consolidated High School Speech and Debate students to attend the 2017 National Tournament of Champions in Lexington, Kentucky, from April 28 - May 1, 2017.

10. A-2 Approval of instructional materials

Approved the instructional materials recommendation by the District Instructional Materials Adoption Committee for use in K-12 classrooms in the Lamar Consolidated Independent School District.

10. B GOAL: PLANNING

10. B-1 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted page 31-A.)

10. B-2 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

10. B-3 Approval of offer to purchase tax resale property

Approved the bid by Juan Zavala for \$1,860.66 to acquire the one (1) tax resale property identified. (See inserted pages 31-B—31-H.)

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10. B-4 Approval of amendment to contract for districtwide department process audit to include an expanded program scope audit of the Special Education Department

Approved an amendment to the districtwide department process audit contract with McConnell & Jones, LLP in the amount of \$20,917, approved budgetary amendments as necessary, and authorized the Board President to execute the agreement. (See inserted pages 32-A—32-B.)

10. B-5 Approval of request for 2017 Historic Site Exemption Qualification for the George Ranch Historical Park

Approved 2017 Historic Site Exemption Qualification for the George Ranch Historical Park.

10. B-6 Adoption of donations to the district, including, but not limited to:

- a. Austin Elementary School**
- b. George Ranch High School**
- c. Joe Hubenak Elementary School**

Approved donations to the district.

10. B-7 Approval of resolutions proclaiming:
a. Education Administrative Professionals' Week

Approved the attached resolution designating April 24 – 28, 2017 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District. (See inserted page 32-C.)

b. Librarians' Week

Approved the attached resolution designating the week of April 9 – 15, 2017 as Librarians' Week in the Lamar Consolidated Independent School District. (See inserted page 32-D.)

c. Volunteer Appreciation Week

Approved the attached resolution designating the week of April 17 – 21, 2017 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 32-E.)

10. B-8 Approval of Go Public Gulf Coast

Approved the District's membership with Go Public Gulf Coast.

10. B-9 Proposed November 2017 Bond Election

Approved and discussed the proposed November 2017 Bond Election.

10. B-10 Discussion and Action on Master Plan Principles

No action.

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10. B-11 Approval of resolution nominating the Region 4 2017 Superintendent of the Year

Approved the attached resolution nominating Dr. Thomas Randle for the Region IV Superintendent of the Year. (See inserted page 33-A.)

10. B-12 Approval of additional materials testing for Lindsey Elementary School

Approved Terracon, Inc. for additional materials testing for Lindsey Elementary School in the amount of \$2,500 and authorized the Board President to execute the agreement. (See inserted pages 33-B—33-C.)

10. B-13 Approval of hazardous materials surveying services for the Support Services Facility

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the existing Support Services Facility in the total amount of \$1,550 and authorized the Board President to execute the agreement. (See inserted pages 33-D—33-F.)

10. B-14 Approval of CSP #08-2017VRG for the band hall additions at Lamar Consolidated High School and Terry High School

Approved IKLO Construction for the construction of the band hall additions at Lamar Consolidated High School and Terry High School in the amount of \$1,070,000 and authorized the Board President to execute the agreement.

10. B-15 Approval of materials testing for the band hall addition at Lamar Consolidated High School

Approved Terracon, Inc. for materials testing for the band hall addition at Lamar Consolidated High School in the total amount of \$27,000 and authorized the Board President to execute the agreement. (See inserted pages 33-G—33-R.)

10. B-16 Approval of materials testing for the band hall addition at Terry High School

Approved Terracon, Inc. for materials testing for the band hall addition at Terry High School in the total amount of \$21,000 and authorized the Board President to execute the agreement. (See inserted pages 33-S—33-EE.)

10. B-17 Approval of change order #1 for the replacement chillers

Approved change order #1 to American Mechanical Services, LLC for revision to the scheduled completion for the replacement chillers and authorized the Board President to execute the agreement.

10. B-18 Approval of amendment #3 to the interlocal cooperation contract with the Texas General Land Office

Approved amendment #3 to the interlocal cooperation contract with The Texas General Land Office for the purchase of natural gas and authorized the Board President to execute the agreement. (See inserted pages 33-FF—33-KK.)

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10. B-19 Approval of amendment #2 to RFQuote #18-2016LN the HVAC full coverage maintenance and service agreement

Approved amendment #2 to the RFQuote #18-2016LN full coverage maintenance and service agreement with Texas AirSystems in the amount of \$12,936 per year for the addition of Bentley Elementary School to the preventative maintenance program and allow the Board President to execute the agreement. (See inserted page 34-A.)

10. B-20 Approval of Fort Bend County Municipal Utility District (MUD) #142 service agreement for the Agricultural Facility #2

Approved Fort Bend County Municipal Utility District (MUD) #142 service agreement for Agricultural Facility #2 and authorized the Board President to execute the agreement. (See inserted pages 34-B—34-C.)

10. C GOAL: PERSONNEL

10. C-1 Approval of 2017-2018 Employee Report/End Date Table

Adopted the 2017 – 2018 Employee Report/End Date Schedule as presented and approved begin and end dates for job titles as indicated on the table. (See inserted pages 34-D – 34-G.)

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Campus Climate Surveys

11. A-2 Tax Collection Report

11. A-3 Payments for Construction Projects

11. A-4 Bond Update

a. **2011**

b. **2014**

11. A-5 Projects funded by 2011 available bond funds

11. A-6 Transportation Update

11. A-7 Possible donation from Fort Bend County Municipal Utility Districts #106, #108, #109, and #117

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.

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- a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider extension of administrative contracts
 - e. Consider employment of Campus Coordinator for Terry High School
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:44 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:09 p.m.

12. A-1(d) Consider Extension of Administrative Contracts

It was moved by Ms. Gonzales and seconded by Ms. Roberts that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 35-A – 35-F.)

12. A-1(e) Consider employment of Campus Coordinator for Terry High School

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the recommendation of Cornelius Anthony as the Campus Coordinator for Terry High School. The motion carried unanimously.

FUTURE AGENDA ITEMS

Facility Rental

UPCOMING MEETINGS AND EVENTS

Special Olympics on April 8, 2017

Job Fair on April 8, 2017

State of the Schools

State of the County

ADJOURNMENT

The meeting adjourned at 8:11 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the district math finalists to travel to the National MathCON Competition at the University of Illinois in Chicago, Illinois on April 22, 2017.

IMPACT/RATIONALE:

The Lamar Consolidated Independent School District math finalists request permission to travel to Chicago, Illinois on April 21, 2017 by airplane. The approximate cost per individual will be \$550, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground transportation. The total cost of the trip is estimated to be \$4,770. Seven students are expected to participate plus the Math Coordinator and two chaperones. The expenses for the trip will be paid for by Lamar CISD funds.

PROGRAM DESCRIPTION:

MathCON is a mathematics competition for students in grades 5-12. The goals of MathCON are to contribute to math academics by challenging and entertaining students with insightful math problems and to promote high-quality math education. This year, 50,000 students participated in the online assessment nationwide. Of the 576 finalists, eight were from Lamar CISD and thirteen additional Lamar CISD students were selected as alternates.

Submitted by: Valerie Vogt, Academic Administrator
Kate Marchena, Coordinator of Mathematics

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Lamar Consolidated High School, George Ranch High School, Foster High School, Churchill Fulshear High School, Lamar Junior High School, Antoinette Reading Junior High School, and Briscoe Junior High School Career and Technical Education (CTE) and non-CTE students that have qualified to travel to the Technology Students Association (TSA) National contest in Orlando, Florida on June 19-26, 2017.

IMPACT/RATIONALE:

Approximately 100 students from LCHS, GRHS, FHS, CFHS, LJH, ARJH, and BJH students and ten chaperones and administrators request to travel to Orlando, Florida on June 19-26, 2017 to attend the Technology Students Association (TSA) National Competition. The approximate cost for the students, sponsors, and administrators will be approximately \$71,000. This includes meals, charter bus transportation, lodging, and registration fees. The expenses for the trip will be paid from the district's Career and Technical Education (CTE) budget, school budgets, and activity funds.

BACKGROUND INFORMATION:

April 5 through April 8, these TSA students LCHS, GRHS, FHS, CFHS, LJH, ARJH, and BJH TSA students, under the supervision of High School Project Lead the Way engineering instructors Kristin Rausch, Adam Frenzel, Emily Gresham, Jessica Janis, Doug Matheson, Craig Tevis and junior high Technology Education instructors Carsen Collins, Rachelle Ferguson, Lori Stafford, and CTE instructor Melinda Brasuell competed at the state contest in Waco, TX and earned the right to participate at the national competition. Students competed in STEM-based events such as Structural Engineering, Transportation Modeling, Scientific and Technical Visualization, Inventions and Innovations, Microcontroller Design, Technology Bowl, Dragster Design, Technical Sketching, Technology Problem Solving, Animatronics, and Future Technology Teacher.

Submitted by: Joel Garrett, Director, CTE
 Leslie Haack, Executive Director, Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER ADOPTION OF THE KATHLEEN JOERGER LINDSEY
ELEMENTARY SCHOOL MASCOT AND SCHOOL COLORS**

RECOMMENDATION:

That the Board of Trustees approve Lions as the mascot and crimson and navy as the school colors for Kathleen Joerger Lindsey Elementary School.

IMPACT/RATIONALE:

Community and student feedback was garnered through a Lindsey student input meeting and two parent presentations in which attendees viewed a school color and school mascot presentation. Following each presentation, attendees submitted their vote of preference for school colors and mascot.

Submitted by: Linda Lane, Executive Director of Elementary Education
Heather Williams, Principal, Kathleen Joerger Lindsey Elementary
School

Recommended for approval:



Dr. Thomas Randle
Superintendent

MASCOT /COLOR OPTION BALLOT TOTALS

VOTES	Crimson/ Navy	Silver/Navy	Green/Navy		Lions	Wolf Pack	Grizzlies
PARENT VOTES	60	32	13		50	46	9
STUDENT VOTES	85	100	18		97	99	7
Total	145	132	31		147	145	16

MAJORITY COLOR VOTE Crimson/Navy

MAJORITY MASCOT VOTE Lions

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
DECEMBER 2016 THROUGH FEBRUARY 2017**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending February 28, 2017.

IMPACT/RATIONALE:

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending February 28, 2017**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the requirements, and covers the period December 1, 2016 through February 28, 2017.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

Investments purchased will be limited to those authorized by the District's investment policy, Board Policy CDA (Legal) and CDA (Local), and be diversified by security type and institution. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investments may be made in short term securities to maintain appropriate liquidity levels, avoid market risk, and generate superior returns during periods of rising interest rates. The District will limit its maximum stated maturities to one year, unless specific authority to exceed is given by the Board of Trustees (prior to purchase). The District will determine what the appropriate average weighted maturity of the portfolio should be based on the surrounding economic climate. This determination will be made on a periodic basis, by analysis of economic data, at least annually. Investments should be purchased with the intent of holding until maturity.

Reserve funds may be invested in securities exceeding one year if the maturity of such investments is made to coincide with the expected use of the funds. The ability to invest these types of funds should be disclosed to the Board of Trustees, including appropriate time restrictions, if any exist.

DEBT SERVICE FUND STRATEGY:

The investment strategy for the Debt Service Fund is the same as that for the General Fund above, with the following exceptions. The weighted average maturity of investments for the fund may be slightly greater due to the timing of disbursements. The greatest outflow of funds occurs in February and August of each year, when bond interest and/or principal is due. Based on published debt service schedules, investments purchased will mature prior to these obligations and need for funds. Other cash requirements will be considered prior to investment.

The District does not anticipate the existence of significant reserve funds for the Debt Service Fund.

CAPITAL PROJECTS FUND STRATEGY:

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining bond proceeds are currently invested in Texpool, Lone Star, MBIA Texas CLASS, TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole. As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations.

FOOD SERVICE, WORKMEN’S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:

The investment strategy for each of these funds is the same as that of the General Fund.

INVESTMENT POSITION AT FEBRUARY 28, 2017

Securities are purchased to maximize the investment earnings of the District’s portfolio and to minimize idle cash balances in demand deposit accounts at the depository bank, while maintaining the liquidity required to meet currently maturing obligations such as payroll and scheduled payments for accounts payable and bonded indebtedness.

The attached report provides details of ending cash and investment balances for each of the past three months and interest earned.

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of February 28, 2017. Pertinent details at February 28, 2017 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$19,880,882,493	\$19,885,493,280	0.8696%

The dollar weighted average maturity of the pool’s portfolio for February 2017 was 48 days.

Lone Star, Government Overnight Fund	1.00	\$4,694,960,015	\$4,696,003,653	0.5419%
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The dollar weighted average maturity of the portfolio for the Government Overnight Fund for February 2017 was 37 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
MBIA, Texas CLASS	1.00	\$7,582,515,664	\$7,593,467,030	0.3589%

The dollar weighted average maturity of the portfolio for Texas CLASS Fund for February 2017 was 55 days.

Texas Term, Daily Fund	1.00	\$3,142,147,056	\$3,142,726,739	0.5988%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for February 2017 was 51.6 days.

TexStar,	1.00	\$7,267,565,993	\$7,269,212,260	0.7197%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for February 2017 was 43 days.

This report includes all information required by law to be presented to the Board of Trustees on a quarterly basis. We will be pleased to present additional information in this report in the future, if requested. The District's portfolio and investment management strategy is simple and conservative, which facilitates presentation of the required information.

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending February 28, 2017. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 4/12/17


 Yvonne Dawson
 Budget & Treasury Officer

Date: 4/12/17


 Michele Reynolds
 Director of Finance

Date: 4/12/17

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2017

DEMAND DEPOSIT ACCOUNT BALANCES ¹	12/31/2016	01/31/2017	02/28/2017
General Fund	944,713	494,529	485,500
Special Revenue Funds (Combined)	4,662,923	4,664,395	5,025,644
Debt Service Fund	1,459,798	1,449,048	1,594,378
Capital Projects Fund	120,191	668,294	181,492
Workmen's Compensation and Health Insurance Trust Funds	1,037,135	185,441	484,328
Trust and Agency Funds, excluding Student Activity Funds	31,820	31,820	31,820
Student Activity Funds	2,337,721	2,362,714	2,368,148
Total Demand Deposits/Cash on Hand	10,594,301	9,856,241	10,171,310

¹ Balances presented are reconciled balances per book and will differ slightly from actual cash balances reported in the monthly bank statements. Also, totals above include insignificant amounts of cash on hand.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2017

	12/31/2016	01/31/2017	02/28/2017
General Fund			
Texpool	110,450,189	136,670,484	147,876,375
Lone Star	2,630,793	2,631,957	2,633,020
Texas CLASS	15,471,110	15,483,718	15,495,249
Food Service Fund			
Texpool	2,522,284	2,523,437	2,524,519
Lone Star	90,862	90,902	90,939
Debt Service Fund			
Texpool	24,131,979	39,083,525	13,885,565
Lone Star	1,892,791	1,893,629	1,894,394
Texas CLASS	949,691	950,465	951,173
TexasTerm/Daily	135,303	135,370	135,431
TexSTAR	3,319,461	3,320,998	3,322,408
Capital Projects Fund			
Texpool	2,541,931	2,543,093	2,526,182
Lone Star	22,728,597	22,668,711	20,099,438
Texas CLASS	21,158,686	13,867,285	10,764,030
TexasTerm/Daily	19,206,946	18,786,858	18,679,449
TexSTAR	48,962,164	48,980,938	48,984,412
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	6,524,009	6,430,971	5,982,610
Lone Star	723,816	724,136	724,429
Special Revenue Funds			
Texpool	53,449	53,473	53,496
Student Activity Funds			
Texpool	41,045	41,064	41,082
Total Investment in Pools	283,535,106	316,881,014	296,664,201
Summary of Interest Earned by Month			
Texpool	34,539	77,143	85,123
Lone Star	11,253	12,395	11,012
Texas CLASS	29,820	28,598	20,428
TexSTAR	21,373	24,208	22,197
Texas Term/Daily	8,183	9,392	8,559
Total Interest Earned from Investment Pools	105,168	151,736	147,319
Average Yield by Month			
Texpool	0.40	0.54	0.56
Lone Star	0.46	0.52	0.53
Texas CLASS	0.89	0.96	0.97
TexSTAR	0.48	0.55	0.55
Texas Term/Daily	0.45	0.59	0.59

* See supplemental report attached for balances at February 28, 2017 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	<u>12/1/2016</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>12/31/16</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>01/31/17</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>02/28/17</u>
General Fund										
Food Service Fund										
Texpool	64,206,090	65,117,849	(18,873,750)	110,450,189	44,444,045	(18,223,750)	136,670,484	160,023,358	(148,817,467)	147,876,375
Lone Star	2,829,777	1,016	-	2,630,793	1,164	-	2,631,957	1,063	-	2,633,020
Texas CLASS	15,459,513	11,597	-	15,471,110	12,608	-	15,483,718	11,531	-	15,495,249
Texpool	2,521,305	979	-	2,522,284	1,153	-	2,523,437	1,082	-	2,524,519
Lone Star	90,827	35	-	90,862	40	-	90,902	37	-	90,939
Debt Service Fund										
Texpool	2,224,824	21,907,155	-	24,131,979	14,951,546	-	39,083,525	66,540,025	(93,737,985)	13,885,565
Lone Star	1,892,060	731	-	1,892,791	838	-	1,893,629	765	-	1,894,394
Texas CLASS	948,979	712	-	949,691	774	-	950,465	708	-	951,173
Texas Term/Daily	135,246	57	-	135,303	67	-	135,370	61	-	135,431
TexSTAR	3,318,104	1,357	-	3,319,461	1,537	-	3,320,998	1,410	-	3,322,408
Capital Projects Fund										
Texpool	2,809,014	1,013	(268,096)	2,541,931	1,162	-	2,543,093	1,089	(18,000)	2,526,182
Lone Star	27,552,671	9,192	(4,833,266)	22,728,937	10,033	(69,919)	22,668,711	8,854	(2,578,127)	20,099,438
Texas CLASS	25,789,780	17,512	(4,648,606)	21,158,686	15,216	(7,306,617)	13,867,285	8,169	(3,111,444)	10,764,030
Texas Term/Daily	19,330,894	8,126	(132,074)	19,206,946	9,326	(429,414)	18,786,858	8,487	(115,906)	18,679,449
TexSTAR	48,842,148	20,016	-	48,962,164	22,671	(3,897)	48,980,938	20,787	(17,313)	48,984,412
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	6,622,390	1,301,619	(1,400,000)	6,524,009	1,301,962	(1,395,000)	6,430,971	1,301,639	(1,750,000)	5,982,610
Lone Star	723,537	279	-	723,816	320	-	724,136	283	-	724,429
Special Revenue Funds										
Texpool	53,428	21	-	53,449	24	-	53,473	23	-	53,496
Student Activity Funds										
Texpool	41,029	16	-	41,045	19	-	41,064	18	-	41,082
Total Investment in Pools	225,291,616	86,399,282	(30,155,792)	283,535,106	60,774,505	(27,428,597)	316,881,014	229,929,429	(250,146,242)	296,664,201

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bentley Elementary is requesting a budget change to pay for field trip bus expenses. Funds originally budgeted for wireless services are not needed.

199-51	Plant Maintenance & Operations	(1,500.00)
199-11	Classroom Instruction	1,500.00

George Jr. High School is requesting a budget change to purchase laptop for principal.

199-13	Curriculum and Instr. Staff Development	(1,000.00)
199-23	School Leadership	1,000.00

Leaman Jr. High School is requesting a budget change to pay for counselor to attend Professional School Counselor conference hosted by Texas School Counselor Association.

199-23	School Leadership	(607.68)
199-31	Guidance, Counseling and Evaluation	607.68

The Technology Department is requesting a budget change to pay for wireless services for the summer GROW project.

199-53	Data Processing Services	(1,400.00)
199-51	Plant Maintenance & Operations	1,400.00

The Payroll Department is requesting a budget change to add cabinet doors and shelving to the payroll office.

199-41	General Administration	(3,656.38)
199-51	Plant Maintenance & Operations	3,656.38

The Accelerated Language Programs Department is requesting a budget pay extra duty for curriculum writing and revisions.

199-11	Classroom Instruction	(2,874.00)
199-13	Curriculum and Instr. Staff Development	2,874.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of March 2017 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF MARCH 2017 DISBURSEMENTS

IMPACT/RATIONALE:

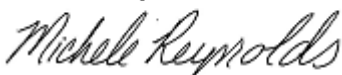
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of March total \$24,348,538 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,706,837
614	Employee Benefits	652,497
621	Professional Services	316,741
623	Education Services Center	11,216
624	Contracted Maintenance and Repair Services	601,842
625	Utilities	1,354,762
626	Rentals and Operating Leases	27,535
629	Miscellaneous Contracted Services	488,678
631	Supplies and Materials for Maintenance and Operations	361,931
632	Textbooks and Other Reading Materials	162,784
633	Testing Materials	73,326
634	Food Service	560,341
639	General Supplies and Materials	742,727
641	Travel and Subsistence -- Employee and Student	199,962
642	Insurance and Bonding Costs	3,000
643	Election Expense	9,089
649	Miscellaneous Operating Costs/Fees and Dues	65,926
662	Building Purchase, Construction, and/or Improvements	2,948,654
663	Furniture & Equipment - \$5,000 or more per unit cost	44,814
129	Misc. Receivable/Alternative Certification Fees	5,600
131	Inventory Purchases	5,325
217	Operating Transfers, Loans and Reimbursements	746
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	4,205
	Total	24,348,538

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of March 2017 including prior month purchasing card transactions. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF MARCH 31, 2017**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	148,041,418.00	146,752,811.00	(1,288,607.00)	99.1%
5800-STATE PROGRAM REVENUES	97,726,537.00	59,056,097.00	(38,670,440.00)	60.4%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	1,858,766.00	133,766.00	107.8%
7900- OTHER RESOURCES	-	-	-	
TOTAL- REVENUES	247,492,955.00	207,667,674.00	(39,825,281.00)	83.9%
EXPENDITURES				
6100-PAYROLL COSTS	207,692,717.00	120,552,016.00	87,140,701.00	58.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,233,651.00	11,120,063.00	13,113,588.00	45.9%
6300-SUPPLIES AND MATERIALS	12,552,605.00	5,927,754.00	6,624,851.00	47.2%
6400-OTHER OPERATING EXPENDITURES	5,194,948.00	1,975,772.00	3,219,176.00	38.0%
6600-CAPITAL OUTLAY	1,868,871.00	796,452.00	1,072,419.00	42.6%
TOTAL-EXPENDITURES	251,542,792.00	140,372,057.00	111,170,735.00	55.8%

**Lamar CISD
Local Investment Pools
as of March 31, 2017**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,524,519.39	0.00	0.00	1,334.05	2,525,853.44
General Account	144,679,548.64	0.00	18,198,750.00	72,442.80	126,553,241.44
Health Insurance	5,603,077.23	1,260,416.67	2,400,000.00	3,193.90	4,466,687.80
Workmen's Comp	379,533.09	38,333.33	55,000.00	202.74	363,069.16
Property Tax	3,778,803.77	3,806,813.50	0.00	3,308.21	7,588,925.48
Vending Contract Sponsor	477,712.11	0.00	0.00	252.43	477,964.54
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	255.96	0.00	0.00	0.00	255.96
Capital Projects Series 2005	228,450.16	0.00	0.00	120.76	228,570.92
Student Activity Funds	41,081.98	0.00	0.00	21.58	41,103.56
Taylor Ray Donation Account	2,570.71	0.00	0.00	1.40	2,572.11
Capital Projects Series 2007	210,144.28	0.00	0.00	111.05	210,255.33
Common Threads Donation	53,495.39	0.00	0.00	28.28	53,523.67
Debt Service Series 2008	216.26	0.00	0.00	0.00	216.26
Capital Projects 2012A	2,087,528.20	0.00	573,699.29	888.67	1,514,717.58
Debt Service 2012A	2,126,483.04	0.00	0.00	1,123.71	2,127,606.75
Debt Service 2012B	358,805.01	0.00	0.00	189.57	358,994.58
Debt Service 2014A	981,495.67	0.00	0.00	518.64	982,014.31
Debt Service 2014B	1,042,454.93	0.00	0.00	550.87	1,043,005.80
Debt Service 2013	197,674.71	0.00	0.00	104.47	197,779.18
Debt Service 2013A	457.95	0.00	0.00	0.31	458.26
Debt Service 2015	4,012,426.19	0.00	0.00	2,120.29	4,014,546.48
Capital Projects 2015	59.89	0.00	0.00	0.00	59.89
Debt Service 2016A	1,868,639.47	0.00	0.00	987.41	1,869,626.88
Debt Service 2016B	494,042.69	0.00	0.00	261.09	494,303.78
Debt Service 2017	1,740,350.36	0.00	0.00	919.67	1,741,270.03
Debt Service 2017 Capitalized Interest	0.00	2,086,165.19	0.00	876.06	2,087,041.25
Capital Projects 2017	0.00	10,000,000.00	0.00	4,199.32	10,004,199.32
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,045.79	0.00	0.00	2.52	5,048.31
Workers' Comp	724,429.17	0.00	0.00	361.08	724,790.25
Property Tax Fund	32,318.99	0.00	0.00	16.11	32,335.10
General Fund	2,600,702.07	0.00	0.00	1,296.28	2,601,998.35
Food Service Fund	90,939.02	0.00	0.00	45.33	90,984.35
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	704.10	0.00	0.00	0.35	704.45
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	385.98	0.00	0.00	0.19	386.17
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.08	0.00	0.00	0.02	43.10
Capital Projects 2014A	559,892.75	0.00	219,359.65	207.55	340,740.65
Capital Projects 2014B	17.12	0.00	0.00	0.01	17.13
Capital Projects 2015	19,533,349.13	0.00	2,512,983.60	9,601.84	17,029,967.37
Debt Service Series 2015	1,894,389.90	0.00	0.00	944.23	1,895,334.13
Capital Projects 2017	0.00	10,047,552.00	0.00	3,989.09	10,051,541.09
MBIA Texas CLASS Fund					
General Account	15,495,249.43	0.00	0.00	13,087.21	15,508,336.64
Capital Project Series 1998	913.32	0.00	0.00	0.76	914.08
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	9,654,700.09	0.00	41,152.88	8,153.17	9,621,700.38
Capital Projects 2015	1,108,413.18	0.00	0.00	936.16	1,109,349.34
Debt Service 2015	951,172.43	0.00	0.00	803.35	951,975.78
Capital Projects 2017	0.00	25,000,000.00	0.00	10,605.34	25,010,605.34
TEXSTAR					
Capital Projects Series 2007	746.69	0.00	0.00	0.34	747.03
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	982,630.55	0.00	6,750.16	522.19	976,402.58
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,711.49	0.00	0.00	0.92	1,712.41
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,533.43	0.00	0.00	2.38	4,535.81
Capital Projects 2014A	139.71	0.00	0.00	0.04	139.75
Capital Projects 2014B	78,165.01	0.00	74,129.59	4.43	4,039.85
Debt Service 2015	3,316,109.36	0.00	0.00	1,765.58	3,317,874.94
Capital Projects 2015	47,922,716.67	0.00	0.00	25,515.11	47,948,231.78
Capital Projects 2017	0.00	25,000,000.00	0.00	10,586.10	25,010,586.10
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,010,838.43	0.00	0.00	569.59	1,011,408.02
Capital Projects Series 2008	141.56	0.00	0.00	0.08	141.64
Capital Projects Series 2012A	56.84	0.00	0.00	0.03	56.87
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,432,809.51	0.00	91,653.17	1,337.40	2,342,493.74
Debt Service 2015	135,431.15	0.00	0.00	76.31	135,507.46
Capital Projects 2015	15,235,601.58	0.00	0.00	8,585.01	15,244,186.59
Capital Projects 2017	0.00	25,000,000.00	0.00	11,187.04	25,011,187.04

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.62	\$93,757.28
LONE STAR ACCOUNT INTEREST	0.53	\$16,464.60
MBIA TEXAS CLASS ACCOUNT INTEREST	1.00	\$33,585.99
TEXSTAR ACCOUNT INTEREST	0.63	\$38,397.09
TEXAS TERM/DAILY ACCOUNT INTEREST	0.66	\$21,755.46
TOTAL CURRENT MONTH EARNINGS		\$203,960.42
EARNINGS 9-01-16 THRU 2-28-17	34	\$701,338.95
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$905,299.37

**CONSIDER DESIGNATION OF PATSY SCHULTZ, RTA AS
TAX ASSESSOR-COLLECTOR FOR LAMAR CONSOLIDATED ISD**

RECOMMENDATION:

That the Board of Trustees consider designation of Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated ISD for the period September 1, 2017 through June 30, 2018, with the option to extend the contract as described, and authorize the Board President and Board Secretary to execute the interlocal agreement.

IMPACT/RATIONALE:

The contract which was executed by LCISD and Marsha P. Gaines (former tax assessor-collector for Fort Bend County) on July 22, 1999 states that the “appointment shall be effective from September 1, 1999 to August 31, 2000 and will automatically be renewed annually thereafter.” The 2017-18 year will be the nineteenth year that the Fort Bend County Tax Assessor has performed the duties of tax assessor-collector for the District.

The costs of the services are:

- Thirty-five cents (\$0.35) per parcel per year,
- Two dollars, seventy-seven cents (\$2.77) per parcel for properties outside of Fort Bend County,
- Other reimbursable costs incurred by the County on the District’s behalf, and
- Costs for any additional services requested by the District.

The current year costs for 2016-17 are \$30,423.75 (86,925 parcels).

PROGRAM DESCRIPTION:

The recommended contract is for a period of twelve months beginning July 1, 2017, with automatic renewal thereafter for four (4) additional one (1) year terms on an annual basis.

The tax collection process has run smoothly since the Fort Bend County Tax Assessor-Collector's office assumed the function. Approval of the contract for another year will ensure the continuity of the system and efficient collection of taxes.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
THE COLLECTION OF TAXES**

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 6.24 of the Texas Property Tax Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “LAMAR CISD”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, LAMAR CISD has the authority to authorize County to act as tax assessor/collector for LAMAR CISD, and County has the authority to so act; and,

WHEREAS, the Fort Bend County Tax Assessor/Collector has approved this Agreement; and,

WHEREAS, LAMAR CISD and County believe it is in the best interests of the citizens of Fort Bend County to enter into this Agreement; and,

NOW THEREFORE, County and LAMAR CISD for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for LAMAR CISD for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed LAMAR CISD.

**ARTICLE II
TERM**

- 2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2018.
- 2.02 This Agreement shall automatically renew thereafter for four (4) additional one (1) year terms on an annual basis unless sooner terminated as provided herein.

- 2.03 LAMAR CISD may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.
- 2.04 County may terminate this agreement by providing written notice to LAMAR CISD no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by LAMAR CISD, LAMAR CISD shall assume all contractual obligations entered into with County for services rendered to LAMAR CISD for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.

As soon as practicable after the date of termination or the expiration of this Agreement, the County shall submit a final report containing the information set forth in Article III. At that time, distribution of the amount due to LAMAR CISD shall be made or LAMAR CISD shall be invoiced for any amounts due from LAMAR CISD pursuant to the terms of this Agreement. Payments are to be made on or about thirty (30) days after receipt of an invoice. Copies of all reports and all records of LAMAR CISD shall be delivered to LAMAR CISD when and if this Agreement is terminated or upon its expiration if not sooner terminated.

ARTICLE III
OBLIGATIONS OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services by and through the Fort Bend County Tax Assessor/Collector for LAMAR CISD for tax accounts within the jurisdiction of LAMAR CISD.
- 3.02 LAMAR CISD hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax code, as amended, for Fort Bend County.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of LAMAR CISD with regard to assessing and collection of ad valorem taxes.
- 3.04 LAMAR CISD shall adopt a tax rate in accordance with Tax Code 26.05 (a). LAMAR CISD shall reimburse County for any additional costs incurred by County for any delay in adopting a tax rate.
- 3.05 LAMAR CISD hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for LAMAR CISD, including but not limited to:
 - A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, and issuance of refunds.

- B. Assessment and collection of ad valorem property taxes owing to the LAMAR CISD. The term “assess” does not include those functions defined as “appraisal” by the Property Tax Code.
 - C. Production of a consolidated tax statement for both County and LAMAR CISD taxes.
 - D. Preparation and consolidation of tax statements for each parcel on the tax rolls of LAMAR CISD.
 - E. Mailing tax statements.
 - F. Mailing notices of delinquent service charges in accordance with Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code.
 - G. The performance for LAMAR CISD of all duties provided by law of the State of Texas for the collection of taxes.
 - H.
- 3.06 The performance of any additional, reasonable services which may be requested in writing by LAMAR CISD and as agreed to by the Fort Bend County Tax Assessor/Collector. County shall provide the following reports, upon request, by LAMAR CISD:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
 - B. Remittance report with each remittance to LAMAR CISD showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
 - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
 - D. Any additional reports which may be requested by the District.
- 3.07 The taxes collected by County for LAMAR CISD shall be remitted as follows:
- A. A credit/debit memo within same depository bank; or
 - B. by ACH; or
 - C. by wire to LAMAR CISD’s designated depository or agent; or
 - D. by check mailed to LAMAR CISD.
- 3.08 LAMAR CISD shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted to LAMAR CISD on a daily basis for the period beginning December 1st and ending February 15th of each year. Remittance at other times during the year shall be made at least once per week.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County’s remittance to LAMAR CISD.

ARTICLE IV
OBLIGATIONS OF LAMAR CISD

- 4.01 LAMAR CISD agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, LAMAR CISD agrees to pay County the following amounts, which the Parties agree is reasonable compensation as allowed by Tax Code Section 6.27:
- A. Thirty-five cents (\$0.35) per parcel per year;
 - B. One dollar (\$1.00) per account to add delinquent accounts to County's records; and
 - C. Two dollars and seventy-seven cents (\$2.77) for parcels located outside of Fort Bend County, Texas, for costs associated with separate billing.
 - D. Other costs for which LAMAR CISD will reimburse the County for actual costs incurred for any additional services provided.
- 4.03 LAMAR CISD shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County itemized invoice.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of LAMAR CISD, including district auditors, is authorized to examine the records maintained by County at such reasonable time and interval as LAMAR CISD deems necessary. Such books and records will be kept in the offices of County.
- 5.02 LAMAR CISD may maintain, at their own cost, a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 LAMAR CISD shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 Neither the County nor the County Tax Assessor/Collector shall be legally responsible to LAMAR CISD for any failure to collect taxes unless the failure results from the failure to perform the duties imposed by the law or by this Agreement.
- 5.05 LAMAR CISD reserves the right to institute such suits for the collection of delinquent taxes as LAMAR CISD deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06 County shall comply with all provisions of the Texas Property Tax Code, as

amended, and any mutually agreed upon written policies regarding collection of ad valorem property taxes which LAMAR CISD may adopt.

5.07 In the event County waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code for the taxes owed to the County, LAMAR CISD consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of LAMAR CISD.

5.08 LAMAR CISD's performance under this Agreement is conditioned on the appropriation of funds by LAMAR CISD on a yearly basis for payment of the Collection Fee, and shall constitute a commitment of current revenues only. The failure by LAMAR CISD's governing body to appropriate funds sufficient for payment of such Collection Fee shall be grounds for termination of this Agreement.

ARTICLE VI LIABILITY

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VII MISCELLANEOUS

- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.03 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.04 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 7.05 This Agreement may not be assigned by either party.

Date

Date

APPROVED:

Patsy Schultz, Tax Assessor/Collector

Date

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Secretary, Board of Trustees

Date

Date

CONSIDER APPROVAL OF DEPOSITORY BANK CONTRACT EXTENSION

RECOMMENDATION:

That the Board of Trustees extend the current depository contract with Wells Fargo, N.A. for an additional two-year term, commencing September 1, 2017 and ending August 31, 2019.

IMPACT/RATIONALE:

Pursuant to the provisions of Chapter 45, Subchapter G, Section 45.201, School District Depositories, Texas Education Code, each school district's Board of Trustees must select a Depository to assist with the banking functions for all funds of the District. The contract will remain in force for the 2017-19 biennium, commencing not later than September 1, 2017 and ending August 31, 2019 or until such time as a successor Depository is named.

On May 21, 2015, the District entered into a contract with Wells Fargo, N.A. for banking services for the 2015-17 biennium. This contract expires on August 31, 2017. In accordance with Section 45.205 (b) of the Texas Education Code, a school district and the district's depository bank may agree to extend a depository contract for two additional two-year terms. As illustrated by the attached resolution of confirmation from Wells Fargo, N.A., this option has been considered and is the recommendation of the administration. We have been very pleased with the level of service provided by the bank, and fully expect comparable service in the future.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the Lamar Consolidated Independent School District that:
Wells Fargo, N.A. *Board of Trustees*
Name of Depository Bank Bank, Depository, located at Harris *Name of County* County,

State of Texas, being a bank as that term is defined in Section 45.201 of the Texas Education Code, and Lamar Consolidated Independent School District (CDN: 079901) agree to extend for an additional *Name of District* two-year term from September 1, 2017, through August 31, 2019, the existing terms and conditions for banking services and rates previously agreed to in the Depository Contract in effect from September 1, 2015, through August 31, 2017. This agreement to extend is allowed under the Texas Education Code, Section 45.205.

AGREED AND ACCEPTED on behalf of Lamar Consolidated Independent School District
Name of District
this the 20 day of April, 2017.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the 7 day of April, 2017.

Wells Fargo, N.A.

Typed Name of Depository

Jeff Powell
Signature of Authorized Bank Officer

Senior Vice President

Title of Authorized Bank Officer

Acknowledgment

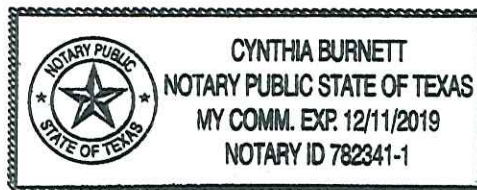
Acknowledged before me in Harris County, Texas, on April 7, 2017

by Jeff Powell, bank officer of the Depository named in the preceding document, for the Depository.

Cynthia Burnett
Signature of Notary

(SEAL)

Notary Public in and for Harris
County, Texas



**CONSIDER APPROVAL OF INDEPENDENT AUDITORS
FOR THE 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider approval of the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2016-2017 school year.

IMPACT/RATIONALE:

As a result of a competitive proposal process for independent auditing services conducted during the 2009-10 fiscal year, Whitley Penn LLP, formerly Null-Lairson, P.C., was recommended by the Financial Audit Committee. The selection was based on qualifications, fees, and other weighted criteria including estimated costs in future years. Due to the expertise and professional services delivered by the firm, administration requested and the firm provided a one-year renewal engagement letter at an estimated fee of \$65,900. Fees for the past three years are as follows:

<u>YEAR</u>	<u>ACTUAL</u>
2015-16	\$64,500
2014-15	\$64,500
2013-14	\$63,500

With the recent implementation of new governmental auditing standards, new SAS's and GASB pronouncements, the auditor's services are extensive. Upon review of a recent comparison of audit fees paid by surrounding districts, the fee offered is very competitive for the services rendered.

We have been very pleased with the level of service provided by the auditors in the past, and fully expect comparable service in the future.

PROGRAM DESCRIPTION:

If approved, Whitley Penn, LLP would serve as the District's independent auditors for the 2016-17 school year and would conduct the annual audit as required by the Texas Education Agency. A copy of the engagement letter is attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

April 11, 2017

To the Board of Trustees and Management
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lamar Consolidated Independent School District (the "District"), as of August 31, 2017 and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. In addition, we will audit the District's compliance over major federal award programs for the period ended August 31, 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District's major federal award programs.

Accounting principles generally accepted in the United States of America require that *the management's discussion and analysis* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Pension System Information

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and individual nonmajor fund financial statements
- 2) Texas Education Agency Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with the Uniform Guidance. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the Uniform Guidance as it related to each of the major federal awards upon completion of our audit.

Audit of Major Program Compliance

Our audit of the District's major federal program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major federal programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the District complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
13. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July 2017
Perform year-end audit procedures	December 2017
Issue audit reports	January 2018

We anticipate meeting these deadlines barring any delays.

Christopher Breaux, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$65,900 and for assisting in the preparation of the comprehensive annual financial report. The fee estimate for the audit is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The Organization's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the District and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims relating to or arising out of this contract/agreement shall be governed by the laws of Texas and any dispute shall be finally resolved by the Texas courts in Tarrant County.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the applicable regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the financial statements and full accrual entries.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Lamar Consolidated Independent School District by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



SYSTEM REVIEW REPORT

June 25, 2015

To the Partners of Whitley Penn LLP and the
National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (Service Organization Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd.

**CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS ALLOTMENT
AND TEKS CERTIFICATION**

RECOMMENDATION:

That the Board of Trustees consider approval of the Instructional Materials Allotment and TEKS Certification for the 2017-2018 school year.

IMPACT / RATIONALE:

The 2017-2018 Instructional Materials Allotment and TEKS Certification verify that LCISD has instructional materials covering all elements of the Essential Knowledge and Skills of the required curriculum for each grade level, except for physical education, as required in the Texas Education Code, Section 28.002.

Attached are the TEKS Certification Forms verified by each Curriculum Specialist as proof that each subject area and grade level conform 100% to the TEKS.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Instructional Materials Allotment and TEKS Certification, 2017-2018

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That this district's instructional materials allotment (IMA) is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) That for the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- 3) That, upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's IMA (TEC §31.101).

- | Certified | Grade Level |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | Kindergarten |
| <input checked="" type="checkbox"/> | Grade 1 |
| <input checked="" type="checkbox"/> | Grade 2 |
| <input checked="" type="checkbox"/> | Grade 3 |
| <input checked="" type="checkbox"/> | Grade 4 |
| <input checked="" type="checkbox"/> | Grade 5 |
| <input checked="" type="checkbox"/> | Grade 6 |
| <input checked="" type="checkbox"/> | Grade 7 |
| <input checked="" type="checkbox"/> | Grade 8 |
| <input checked="" type="checkbox"/> | Grade 9 |
| <input checked="" type="checkbox"/> | Grade 10 |
| <input checked="" type="checkbox"/> | Grade 11 |
| <input checked="" type="checkbox"/> | Grade 12 |

- | Certified | Subject Area |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | CAREER & TECHNICAL EDUCATION (CTE) |
| <input checked="" type="checkbox"/> | ENGLISH LANGUAGE ARTS AND READING |
| <input checked="" type="checkbox"/> | ENGLISH LANGUAGE PROFICIENCY STANDARDS |
| <input checked="" type="checkbox"/> | FINE ARTS |
| <input checked="" type="checkbox"/> | HEALTH |
| <input checked="" type="checkbox"/> | LANGUAGES OTHER THAN ENGLISH |
| <input checked="" type="checkbox"/> | MATHEMATICS |
| <input checked="" type="checkbox"/> | SCIENCE |
| <input checked="" type="checkbox"/> | SOCIAL STUDIES |
| <input checked="" type="checkbox"/> | TECHNOLOGY APPLICATIONS |

<p>Signature of Superintendent</p> <hr/> <p>Signature</p>

<p>Signatures of Board President and Secretary or Governing Board Officers</p> <hr/> <p>Board President</p> <hr/> <p>Board Secretary</p>

Scan the signed certification document and email it to instructional.materials@tea.texas.gov with the following subject line: [your district] certification (ex: Hometown certification)

Email to instructional.materials@tea.texas.gov

**CONSIDER APPROVAL OF BLANKET PURCHASE AGREEMENT (BPA)
WITH HON COMPANY LLC**

RECOMMENDATION:

That the Board of Trustees consider approval of a Blanket Purchase Agreement (BPA) with HON Company LLC, and authorize the Board President to execute the Agreement.

IMPACT/RATIONALE:

This agreement will allow Lamar CISD to continue to procure furniture at an aggressive discount from HON Company LLC via our inter-local with The Cooperative Purchasing Network (TCPN) ensuring purchasing compliancy. Once signed, the BPA will allow the District to enjoy discounts ranging from 58%-69% off list price for office furniture, school furniture, and filing and storage systems. Lamar has successfully utilized HON Company furniture over the years and has found value with the manufacturer's commercial grade furnishings and accommodating ten (10) year warranty program. The BPA program requires the District to purchase a minimum of \$500,000 of list cost furnishings during the term of this agreement.

Additionally, the BPA will not restrict the District from hiring any company in the HON network to install the furnishings at each site, nor will it exercise any exclusive rights over the District when we purchase furniture from other manufacturers.

The District had previously engaged in an BPA with HON, but that agreement has since expired. The new agreement contains a longer term which will allow for multiple year purchases.

PROGRAM DESCRIPTION:

This agreement shall be effective as of April 20, 2017 and shall remain in effect until February 28, 2019.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



April 11, 2017

Blanket Purchase Agreement

BPA Number: Lamar CISD/LISD
(This number should be placed on all orders)

This Blanket Purchase Agreement (this “Agreement”) is effective as of 4/20/2017 (“Effective Date”), by and between The HON Company LLC (“HON”) and Lamar CISD (the “Agency”). HON and Agency have entered into this Agreement in order for the Agency to purchase HON commercial products (“Products”) and related services (“Services”) directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

Except as expressly stated herein, Agency’s purchase of Products and Services are based upon the pricing, terms and conditions set forth in HON’s TCPN Contract # R142208, by and between HON and The Cooperative Purchasing Network (TCPN) (the “TCPN Contract”). The pricing and available Products and Services of the HON TCPN Contract may be amended, revised, or renewed from time to time pursuant to the terms of the TCPN Contract, and all such changes, amendments and revisions are incorporated by reference herein without need to formally amend this Agreement.

During the following dates: 4/20/2017 – 2/28/2019, the Agency agrees to: purchase a minimum of \$500,000 List of product from HON (“Annual Purchase Projection”), determined on cumulative invoiced purchases during the term. Agency acknowledges HON as a preferred vendor and agrees to promote HON agreement to eligible entities. Agency will give HON access to a list of all entities eligible to purchase against this agreement. If applicable, Agency will explore product opportunities with HON. In consideration for this, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON TCPN Contract. As of the Effective Date, the current discounting applicable to Agency’s purchases of Products is as follows:

	Systems and Pedestals	Vertical and Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating	Basyx Branded Products	Education
All Size Orders	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%

HON reserves the right to deny the Agency future Blanket Purchase Agreements or terminate the BPA upon written notice. The pricing applicable to installation in the TCPN Contract shall not apply to any purchases for Services made by Agency from HON through an authorized dealer. All pricing for installation Services must be negotiated on a case by case basis between Agency and an authorized dealer.

All of Agency’s orders must be made out to The HON Company LLC and shall reference the TCPN Contract number: R142208, and the BPA number at the top of this Agreement. Each order must have a single “ship-to” destination within the United States in order for the freight to be paid by HON.

This Agreement expires 2/28/2019.

The following office(s) are hereby authorized to place orders under this Agreement:

Agency Name: Lamar CISD

Address: 3911 Avenue I

City, State, Zip Code: Rosenberg TX 77471

Will orders be placed by one centralized purchasing location? yes

If no, please list other locations that will be utilizing this Agreement:

_____	_____
_____	_____
_____	_____

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Agency upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

James Steenbergen
(Printed Name)

(Signature)

Board President
(Title)

(Date)

The HON Company LLC:

(Printed Name)

(Signature)

(Title)

(Date)

CONSIDER APPROVAL OF DISTRICTWIDE VENDING MACHINE SERVICES

RECOMMENDATION:

That the Board of Trustees approve Compass Group USA, Inc. by and through its Canteen Vending Services Division, for snack and beverage vending machine services and authorize the Superintendent to sign a contract when presented.

IMPACT/RATIONALE:

This action will establish an annual contract for snack and beverage vending machine services districtwide. Services will consist of installation and maintenance of machines along with replenishment of various snacks and beverage products. Quarterly reporting of sales and commission checks shall be reported to the Purchasing and Finance Departments. As a part of the procurement effort, the Purchasing Department conducted a brief survey among elementary and secondary campus staff with regard to snack/beverage preferences. This survey helped in making the final recommendation.

PROGRAM DESCRIPTION:

RFP #12-2016LN requested vendors to submit an offer of energy efficient vending equipment, snack and beverage products, prompt equipment repair services, attractive commission, and insurance specific to Lamar CISD. A tabulation is attached for reference. This bid will be awarded as an annual contract with four optional one year renewals, provided that the District and the approved vendor are in mutual agreement. The procurement of these services will commence upon board approval.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

RFP # 12-2016LN

Vending Machine Service

Vendors	AVG Commission (Based on Gross Sales*) %	Purchase Price Criteria 1 max 20pts	Reputation of Service Criteria 2 max 15pts	Statement of Qualifications Criteria 3 max 10pts	Extent to meet needs Criteria 4 max 30pts	Past Relation Criteria 5 max 5pts	Long term Cost Criteria 6 max 10pts	Staff & Insurance Criteria 7 max 10pts	TOTAL POINTS
Compass / Canteen	28%	19	15	10	30	4	10	10	98
Coca Cola Refreshments**	25%	17	15	10	15**	5	10	10	82
Dr Pepper / Snapple**	30%	20	15	10	15**	3	10	10	83
Grow Healthy Vending	12%	8	10	8	30	3	10	10	79

* Gross sales = collection less sales tax

** drinks only, no snack offerings

NS

**CONSIDER APPROVAL OF REQUEST FOR 2017 HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE DARST-YODER HOUSE**

RECOMMENDATION:

That the Board of Trustees approve the 2017 Historic Site Exemption Qualification for The Darst-Yoder House.

BACKGROUND INFORMATION:

In accordance with Board Policy CCG (Local), the representative for The Darst-Yoder House has applied for a historical tax exemption for the taxes to be levied for the 2017-18 school year.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
The Darst-Yoder House	300 South 9th Street Richmond, TX 77469	\$369,590	\$1,978.29*

*The calculated tax amount for this property is \$5,137.49; however, the amount of tax relief requested above represents a freeze ceiling set in place in 1978.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



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

THE DARST-YODER HOUSE

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


Governor of Texas


Chairman, Texas Historical Commission

November 26, 1975
Date



Application for Historic or Archeological Site Property Tax Exemption

Property Tax
Form 50-122

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B F Terry BLVD Rosenberg, TX 77471

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code §11.24. You must furnish all information and documentation required by the application.

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

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

OTHER IMPORTANT INFORMATION

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

STEP 1: State the Year for Which You are Seeking an Exemption

2017

2017

State the year for which you are seeking an exemption

STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application

Johnston, Winona Faye

Johnston, Winona Faye

Name of Property Owner

300 So. 9th St

Mailing Address

Richmond, TX 77469

City, State, ZIP Code

281-342-4506

Phone (area code and number)

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



individual



partnership



corporation



other (specify):

Winona Faye Johnston

Name of Person Preparing this Application

OWNER

Title

449-326387

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

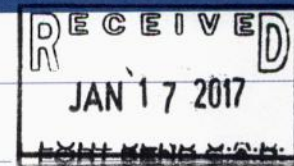
If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number:

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

STEP 3: Describe the Property for Which You are Seeking an Exemption

300 So. 9th St. Richmond, TX 77469

Address, City, State, ZIP Code



Appraisal District Account Number (if known)

Legal Description (if known)

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

SCANNED

For more information, visit our website:
www.window.state.tx.us/taxinfo/proptax

50-122 • 08-11/9

Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation

Coming - Fort Bend

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF DOCUMENTS REFLECTING OFFICIAL ACTION OF THE GOVERNING BODY THAT PROVIDES FOR AN EXEMPTION.

STEP 5: Identify Official Historical and Archeological Designations and Attach Supporting Documentation

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

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

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

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

STEP 6: Read, Sign, and Date

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

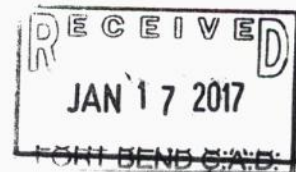
sign here

Winona Faye Johnson
Authorized Signature

Date

WINONA FAYE JOHNSON
Printed Name

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



**DISCUSSION AND POTENTIAL ACTION REGARDING LOCAL OPTION EXEMPTION
FOR TAXPAYERS AGE 65 OR OLDER OR DISABLED**

Texas offers a variety of partial or total (absolute) exemptions from property appraised values used to determine local property taxes. A partial exemption removes a percentage or a fixed dollar amount of a property's value from taxation, and a total exemption excludes the entire property from taxation. Taxing entities are mandated by the state to offer certain mandatory exemptions but local governing bodies have the option to decide on whether or not to offer others.

In addition to the mandatory exemptions (Residence Homestead of \$25,000 and the OA65 of \$10,000), a school district may offer an additional local option exemption (LOE) to elderly or disabled taxpayers. If offered, the amount of the exemption must be at least \$3,000.

Many taxpayers in this category have frozen tax ceilings. If the calculation of taxes owed with the additional exemption does not produce a lower amount of tax than the existing ceiling, then the taxpayer achieves no additional relief. This is illustrated by the following calculation of a Local Option Exemption of \$15,000:

Appraised Value	\$200,000
Mandated Exemptions	<35,000>
Local Option Exemption	<15,000>
Net Taxable Value	\$150,000
Total Tax Rate (current)	\$1.39005/\$100
New Tax (with Local Option Exemption)	\$2,085

Since the New Tax amount is \$2,085, a taxpayer with a frozen property tax ceiling of \$2,000 would still owe \$2,000. This taxpayer would see no ADDITIONAL benefit from a new Local Option Exemption, because his current frozen tax is less than the New Tax. However, taxpayers becoming 65 in the year the new exemption is approved would establish a lower tax ceiling that would be enjoyed in that year and in future years.

Administration has reviewed the feasibility of offering a LOE to taxpayers Age 65 or Older or Disabled ("OA65"). In our review, we have considered the impact on property tax revenues and state funding, the uncertainty of future legislation (as the Legislature is currently in Session), the growth rate of property values, and the budgetary needs for the 2017-18 fiscal year.

We have also considered the extent to which taxpayers with currently frozen property tax ceilings will benefit from a LOE. There are between nine and ten thousand properties on the tax roll identified with an OA65 mandatory exemption. We are estimating that of those OA65 taxpayers, less than 20% would benefit from a LOE of \$15,000, and those that did would average a savings of less than \$50 per year. The LOE would have to be substantially larger for the majority of the population to benefit, and this would also create a larger reduction in revenues and a more significant burden on other taxpayers in the community.

When reviewing the feasibility of recommending a LOE, the Board must consider more than the current-year budgetary impact resulting from lost property tax revenue and the limited benefit to taxpayers. Other fiscal consequences of granting this exemption include the inequity created for other groups of taxpayers not offered a similar exemption, the inability to repeal the exemption once granted, the difficulty of measuring the ultimate cost of the exemption because it is expected to increase each year, and the negative impact on the tax rate of the Interest and Sinking Fund.

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

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PUBLIC SCHOOL PARAPROFESSIONALS' DAY**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 10, 2017 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

HB 108 designated the second Wednesday in May as Paraprofessional Day to recognize teacher aides and other assistants for their contribution to schools. Therefore, May 10, 2017 is proclaimed across Texas as Public School Paraprofessionals' Day.

Public School Paraprofessionals are valuable members of educational teams, contributing in many ways beyond their most recognizable functions. Their assistance is vital in classrooms, gymnasiums, libraries, with special education students and more.

Public School Paraprofessionals also assist school personnel as trusted communicators with parents and community members. Their connection to the community aids in communication and fosters positive public relations.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **public school paraprofessionals** are valuable members of educational teams in classrooms, gymnasiums, libraries, with special education students and more; and

WHEREAS, **public school paraprofessionals** contribute in many ways beyond their most recognizable functions; and

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

WHEREAS, **public school paraprofessionals** serve our educational community by providing support for students and staff; and

WHEREAS, **public school paraprofessionals** assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, the connection of **public school paraprofessionals** to the community aids in communication and positive public relations within the community,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares May 10, 2017 as **Public School Paraprofessionals' Day** and encourages members of the Lamar Consolidated Independent School District Staff and community to express appreciation to our public school paraprofessionals.

Adopted this 20th day of April 2017.



James Steenbergen, President

Kay Danziger, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 6 – 12, 2017 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Professional nurses are valuable members of educational teams in Lamar CISD schools. Nurses contribute to the health of students in many ways beyond their most recognizable function as registered health care providers. School nurses also serve as advocates for students by lending a perspective regarding individual health needs and their assistance is particularly important in cases where students' illnesses hinder their ability to learn.

School nurses assist school personnel as trusted communicators with parents regarding sensitive health topics. Their connection to the health-care system adds credibility in addressing topics such a prevention of drug use, child abuse, suicide, school-age pregnancy and sexually transmitted diseases.

School nurses also serve as health educators, providing counseling and support for students and teachers. They are important resource persons in processes of curriculum development, textbook selection and review of instructional materials, in which accuracy of information is highly important.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **school nurses** play a critical role in the educational process through involvement in the prevention of illness and the early detection and correction of health problems; and

WHEREAS, **school nurses** must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

WHEREAS, **school nurses** serve the multiple roles of health educator and health counselor to children and families, resource person to classroom teachers and administrators, child advocate in times of crisis and liaison among home, school and community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of May 6 – 12, 2017 as **School Nurses' Week**, and encourages all members of our staff and community to express appreciation to our school nurses.

Adopted this 20th day of April 2017.



James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEACHER APPRECIATION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 1 – 5, 2017 as Teacher Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

May 1 – 5, 2017 is proclaimed as the National Teacher Appreciation Week. This special designation serves as a reminder to the public and recognizes the importance of a teacher's ability to mold our future citizens through their guidance and education.

Today's teachers encounter students of widely differing backgrounds and abilities and use many different teaching strategies to meet the needs of each student. Our society expects public education to provide quality education services to all children, regardless of their background or ability.

Our country's future depends on the education our youth receive today. Teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, today's teachers mold our future citizens through their guidance and education; and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities; and

WHEREAS, our society expects public education to provide quality education services to all children, no matter what their background or ability; and

WHEREAS, our country's future depends on the education our youth receive today; and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students, and performing community service; and

WHEREAS, our community recognizes that its teachers are providing quality educational services to our children;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 1 – 5, 2017** as **Teacher Appreciation Week** in the Lamar Consolidated Independent School District and calls on the community to join with the Board of Trustees in personally expressing appreciation to our teachers for a job well done.

Adopted this 20th day of April 2017.

James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER RETAIL SALES INTERLOCAL AGREEMENT FOR ELECTRICITY WITH
THE TEXAS GENERAL LAND OFFICE**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to execute a retail sales interlocal agreement for electricity with the Texas General Land Office beginning June 1, 2020.

IMPACT/RATIONALE:

After the deregulation of electricity in 2002, the District entered into an agreement with the Texas General Land Office to provide electricity to the District. The agreement has been extended several times due to the competitive rates and incentives offered to the District. The current contract will expire on May 31, 2020. The base rate per kWh is \$0.04242 with transmission and distribution charges added to determine net cost per kWh.

Current market rates for electricity in Texas have continued to remain low. Based upon current market rates, LCISD projects a considerable savings over our current rate. Administration is recommending a retail sales interlocal agreement for electricity from the Texas General Land Office under Texas Education Code Section 44.031. The agreement will be for 36 months. The negotiated agreement will be presented to the trustees at the board meeting.

Based on the current rate environment and yearly kWh load pricing for a three-year term, the District should be able to secure savings of over \$724,433 dollars.

Submitted by: Dr. Thomas Randle, Superintendent
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**TEXAS GENERAL LAND OFFICE
RETAIL SALES INTERLOCAL AGREEMENT**

GLO CONTRACT NO. _____

CUSTOMER: Lamar Consolidated ISD
Mailing addr: 3911 Avenue I
Rosenberg, TX 77472
Physical addr: Same as above
Contact Name: Dr. Thomas Randle
Tel: 832-223-0110
Fax: 832-223-0111
E-mail: terandle@lcsid.org

SELLER: **Texas General Land Office**
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
Contact Name: Brenda Rivera
Tel: 512-463-5327
Fax: 512-463-6311
E-mail: brenda.rivera@glo.texas.gov

The Retail Sales Agreement, the General Terms and Conditions and all attachments thereof constitute the entire "**Agreement**" between the parties with respect to the subject matter covered therein and supersedes all prior communications, representations or agreements, verbal or written. No party has made any representations or promised to do any act not contained in this Agreement. Except as expressly provided for herein, this Agreement cannot be modified or amended except in writing signed by both parties.

When used with initial capitalization, whether in the singular or the plural, such capitalized terms used in the Agreement will have the meanings set forth in the Retail Sales Agreement, General Terms and Conditions or attachments thereto.

POWER SALES: Customer agrees to purchase and Seller agrees to sell all of Customer's electricity requirements for the Delivery Points during the Term stated below. Seller shall sell and Customer shall purchase and receive electric energy for Customer's facility(ies) specified per Exhibit "D" ("Delivery Point(s)") at the price(s) per kilowatt hour (kWh) specified in Exhibit "E" ("Contract Price"). The electric energy will be delivered to Customer's meter(s) whereupon Customer shall be deemed to have full possession and control of such energy.

TERM: This Agreement will be effective on the date it is signed by the Texas Land Commissioner or his designee (the "**Effective Date**"). The term will commence on the Start Date, or, if a switch is not required, on the first meter read on or after June 1, 2020, and will expire, unless earlier terminated, on the first meter read date after May 31, 2023 for each Delivery Point ("**Initial Term**"). The Parties agree and acknowledge that the Term may commence prior to the Effective Date and in that event will have the same effect as if it commenced after the Effective Date. This Agreement may be terminated at any time prior to expiration of the Term in the circumstances specified in, and subject to the terms and conditions in the Default and State Funding provisions of the General Terms and Conditions. If any Delivery Point(s) have not been switched to a new REP at the end of the Initial Term, then Seller may continue to sell Energy to Customer for the Delivery Points, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "**Transition Term**") until all Delivery Point(s) are switched to a new REP. The Initial Term and the Transition Term are collectively the "**Term**." The Contract Price for each month of the Transition Term (the "**Transition Charge**"), together with any new product terms, will be posted on the Site. It is the Customer's responsibility to access the Site for Transition Charge information. At any time after the end of the Initial Term, if allowed by Law, Seller may terminate the Agreement by transferring any remaining Delivery Point(s) to the POLR or the appropriate REP.

EXTENSION OF TERM: Customer and Seller may extend this Agreement, if prior to the expiration of the Term, Customer and Seller agree to an extension period and new Price that would be effective for the remainder of the Term and/or such extension period provided that (i) no Default has occurred and is continuing and (ii) Customer is otherwise eligible by law and regulation to receive the extension and new Contract Price under the terms of the Agreement. This Agreement must be amended in a document signed by the Parties to effectuate the Term extension and new Contract Price.

CONTRACT PRICE: For all power deliveries under this Agreement during the Term, Customer agrees to pay Seller the Contract Price described in Exhibit "E".

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER.

**TEXAS GENERAL LAND OFFICE
SELLER:**

**LAMAR CONSOLIDATED ISD
CUSTOMER:**

By: _____
Anne L. Idsal,
Chief Clerk/Deputy Land Commissioner

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

SA _____ Deputy _____

DIV _____ GC _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF CAVALLO CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE CAVALLO. Cavallo is a signatory to this Agreement for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.

**CAVALLO:
CAVALLO ENERGY TEXAS LLC**

By: _____
Teresa Kelly

**GENERAL TERMS AND CONDITIONS FOR
TEXAS GENERAL LAND OFFICE RETAIL SALES INTERLOCAL AGREEMENT**

Definitions:

"Actual Consumption" means all energy delivered pursuant to this Retail Sales Agreement as measured by the local TDSP at the TDSP's meters located at each Delivery Point.

"Contract Quantity" means Customer's expected monthly kWh electricity consumption for the Term. Customer's expected consumption may be set out on **Exhibit "A"**. If **Exhibit "A" is left blank**, Contract Quantity will be determined by reference to the 12 months of electricity consumption at all Delivery Points before the Effective Date, or for new facilities, information from Customer and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"Costs" means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement.

"Default Service" means the bundled electric service provided by POLR to Customer if Customer fails to obtain energy from a REP, including Cavallo.

"Delivery Points" Delivery Points served pursuant to this Agreement are set out on Exhibit "D", attached hereto and as amended from time to time pursuant to this agreement. The Delivery Points for electricity shall be the actual Customer meter. Pursuant to the nodal market structure, as defined by ERCOT, the Delivery Points for purposes of pricing as set forth on Exhibit E shall be to the Hub in which each meter is located. Seller agrees to schedule and deliver to the Customer's meter, however Customer shall be responsible for any difference in cost between the Hub and the actual meter, with such differences, if any, passed through to the Customer without markup.

"End Date" means the date on which Seller instructs the TDSP, and/or ERCOT to cease delivery of Energy to Customer on behalf of Seller with respect to each Delivery Point, thereby fully switching Customer to another seller, to the POLR, or to end service to any or all Delivery Points.

"ERCOT" means the Electric Reliability Council of Texas.

"Force Majeure" means any event or circumstance which, in the exercise of due diligence, is beyond the reasonable control of the Party claiming excuse, and which partially or entirely prevents that Party's performance of its obligations, and includes acts of God; strikes, lockouts or other industrial disturbances or labor disputes; acts of public enemy, terrorism, wars, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, fires, storms, hurricanes and threats of hurricanes, floods and washouts; arrests, orders, requests, directives, restraints and requirements of the government and governmental agencies, either federal or state, civil and military (but excluding, with respect to obligations of Seller, any such directive, restraint or requirement imposed by Seller); failure of necessary transmission or distribution facilities that prevents the delivery of electricity hereunder; failure of the TDSP to deliver electricity, demonstrable outages of computer control equipment and/or databases and telecommunication equipment necessary for transmission or receipt of electronic control signals but only to the extent such outage prevents the delivery of electricity; reductions or interruptions in service as a result of emergency conditions which are necessary to protect generating or transmission facilities or the reliability of transmission facilities, and other causes of a similar nature not reasonably within the control of the Party claiming suspension.

"Kilowatt hour" (kWh) means one thousand watts of electric energy or electricity used in one hour.

"**Law**" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"**Losses**" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, to such Party resulting from the termination of this Agreement determined as provided in clauses (b) and (c) of "Remedies Upon an Event of Default" in the **General Terms and Conditions**.

"**Party**" means either Seller or Customer.

"**Parties**" means Seller and Customer.

"**POLR**" or "**Provider of Last Resort**" means any Retail Electric Provider designated under the Public Utility Regulatory Act ("PURA") that are required to offer electricity to any requesting customer in its territory

"**PUC**" means the Public Utility Commission of Texas.

"**PUC Tariff**" means the tariff for the TDSP filed pursuant to PUC Subst. Rules Sect. 25.431 and approved by the PUC on May 18, 2001 or a successor tariff thereto.

"**REP**" or "**Retail Electric Provider**" means a seller of electricity that is permitted to lawfully sell and schedule delivery, or cause to be scheduled for delivery, of electricity to electric customers located in the State of Texas.

"**Seller**" shall mean the Texas General Land Office, acting through its representative, Cavallo Energy Texas LLC, a Texas company ("**Cavallo**") and is sometimes referred to herein as "we" "us" and "our."

"**Site**" means the Seller's website located at <http://www.glo.texas.gov/CTRANS/>.

"**Start Date**" means the date that all actions have been taken by the TDSP, and/or ERCOT for Seller to sell and schedule delivery, or cause delivery to be scheduled, of Energy to Customer with respect to each Delivery Point and for Customer to purchase and receive, or cause to be received, such Energy from Seller for such Delivery Points, including, fully switching Customer to Seller by ERCOT.

"**Transmission and Distribution Service Provider**" or "TDSP" means the entities and any successors thereto transmitting or distributing Energy on behalf of Seller or Customer to a Delivery Point, including, transmission and distribution utilities, municipally owned utilities, and electric cooperatives whose distribution systems are currently interconnected with Delivery Points.

As used herein, all other specific ERCOT terms have the meanings set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

Scope: Subject to the provisions of this Agreement and any applicable PUC Tariffs, we agree to sell and you agree to purchase your electricity requirements for the Delivery Points during the term of this Agreement.

Payment: Seller agrees to directly bill Customer on a monthly basis for its electric service in accordance with the Agreement, utilizing the TDSP's billing cycle. As soon as practicable after the end of each billing cycle, Seller agrees to render to Customer a statement setting forth the Customer's Actual Consumption delivered to Customer during the most recently completed billing cycle. Customer agrees to pay Seller for Actual Consumption during and through the contract Term.

All payments will be remitted pursuant to the invoice instructions and in accordance with Chapter 2251 of the Texas Government Code which provides that a payment by a governmental entity is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or

(3) the date the governmental entity receives an invoice for the goods or service.

If Customer, in good faith, disputes a payment, then under Government Code Section 2251.042:

(a) A governmental entity shall notify a vendor of an error in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice.

(b) If a dispute is resolved in favor of the vendor, the vendor is entitled to receive interest on the unpaid balance of the invoice submitted by the vendor beginning on the date under Section 2251.021 that the payment for the invoice is overdue.

(c) If a dispute is resolved in favor of the governmental entity, the vendor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date.

If Customer, in good faith, disputes any amount on any statement, in accordance with Government Code Section 2251.042, Customer will pay Seller the greater of (a) the undisputed amount, and (b) the amount of the prior month's statement, which latter amount may not exceed the total amount of the current disputed invoice. Seller promptly will provide supporting documentation and such other information as Customer may reasonably request for purposes of verifying the disputed amount. Any disputed and withheld amounts, if determined to have been billed properly, will be paid by Customer to Seller promptly together with interest from the original due date at the rate of one percent per month. Any amounts improperly billed and collected from Customer will be credited to Customer against its next bill, together with interest at the rate of one percent per month.

TDSP Metering: All energy delivered hereunder ("Actual Consumption") shall and can only be, measured by the local TDSP at the TDSP's meters located at each Delivery Point. Actual Consumption shall be the primary method of calculating the monthly charges for Customer. However, Seller may use estimated Actual Consumption if measurements of Actual Consumption are not received timely from the TDSP and in which case, Seller will make appropriate adjustments upon receipt of Actual Consumption; provided however, that Seller will not utilize an estimated Actual Consumption that exceeds the historical Actual Consumption for the meter or meters in question for the same or approximately same billing periods in the immediately preceding year. Seller may adjust invoices for any Actual Consumption measurement errors in accordance with TDSP rules. Although Seller cannot guarantee a switch of Customer's account to Seller will occur by a specific date and Seller shall not be liable for delays in this process caused by ERCOT or the TDSP, Seller and Customer will employ all resources reasonably available to them on a commercial basis to effect a timely switch of Customer's account from existing provider to Seller.

Contract Performance; Representations: Except for the payment of money due hereunder, the Parties' performance of their respective obligations in this Agreement will be excused for Force Majeure events that prevent such Party's performance. The Party experiencing difficulty due to a Force Majeure event must notify the other Party within three (3) business days, attempt to promptly cure the Force Majeure event with all due diligence and exercise reasonable efforts to mitigate or limit the adverse effects of such Force Majeure event as well as informing Seller of such efforts.

Customer represents that all information supplied to Seller is correct and that Customer is (i) validly existing, (ii) financially able to continue in business, (iii) unaware of any situation which would alter its financial abilities and have not filed, planned to file or have had filed any bankruptcy proceeding, (iv) will utilize electricity substantially consistent with historical practice and (v) authorized to enter into this Agreement.

Any portion of this Agreement that may be deemed to be unenforceable or illegal will not affect the enforceability or legality of the remaining terms and conditions.

Seller represents that the electricity being sold to Customer will have been delivered to the TDSP in accordance with applicable law. **The foregoing is in lieu of all warranties, expressed or implied, in fact or by law with respect to the electricity delivered hereunder, including but not limited to any warranty as to the merchantability of the electricity or the fitness of the electricity for any particular use or purpose.**

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT MUST BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCLUDING ANY CONFLICT OF LAW RULES THAT WOULD REQUIRE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION. VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS AGREEMENT IS FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS;

PROVIDED, HOWEVER, THE FOREGOING MAY NOT BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY SELLER.

Liabilities: Seller acknowledges the importance to Customer of a consistent supply of electricity to its Delivery Points, and Seller will employ all resources reasonably available to it on a commercial basis to provide a consistent supply of electricity, subject to the other terms and conditions of this Agreement. Notwithstanding, Customer acknowledges that Seller exercises no independent control over TDSP's Facilities necessary for delivery of electricity, and Customer recognizes that Seller will have no liability or responsibility for service interruptions, fluctuations, termination or deterioration in the generation of electricity or its transmission or deterioration of service caused by any factor beyond Seller's control, including but not limited to failure of the TDSP's transmission and/or distribution system that delivers electricity to Customer.

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY NOR INDIRECT DAMAGES. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Credit: This Agreement is subject to credit approval by Seller throughout the Term. Upon the reduction of a minimum two credit rating steps, Seller reserves the right to demand adequate credit assurance if any subsequent payment is late. This credit assurance would consist of a prepayment of one billing cycle's estimated payment.

Default: A "Default" has occurred if: (i) either Seller or Customer fails to perform any material term or condition of this Agreement (including but not limited to switching to another provider prior to end of Initial Term), provided that such failure is not caused by a Force Majeure event or cured within 30 days of written notice by the other Party or within another period as may be mutually agreed upon by Seller and Customer, or (ii) Customer voluntarily or involuntarily becomes bankrupt or is forced into bankruptcy, is placed into receivership, or becomes otherwise insolvent.

Remedies Upon an Event of Default: (a) In the event of default under this Agreement by Seller or Customer, the other Party may (i) terminate this Agreement ("**Termination**"), (ii) suspend performance and, to the extent allowed by law, drop Customer to Default Service, or withhold any payments due, and/or (iii) to the extent allowed by law, disconnect, or cause to be disconnected, Delivery Points from electric service. Termination will be effective upon the earlier of the date of notice of termination or such other date as may be required under law or TDSP procedures for switching electric suppliers ("**Termination Date**"). In the event Seller terminates this Agreement due to Customer's default, Customer assumes all obligations to arrange for its electric supply. Upon termination, the non-defaulting Party may in good faith calculate its actual damages resulting from the termination of this Agreement, in the manner set forth below.

(b) If the defaulting Party is Customer, the damages of GLO will be equal to the sum of the Costs plus the Losses, if any, determined by subtracting (i) the present value of a replacement contract calculated by using the equivalent Contract Quantities of energy and Delivery Points and relevant market prices for the remaining period of the Term either quoted by a bona fide third-party offer or which are reasonably expected to be available in the market under a replacement contract for this Agreement (the "**Replacement Contract**") from (ii) the present value of this Agreement calculated by using the remaining period of the Term, Customer's Energy Requirements (based on Customer's Contract Quantity for each of the Delivery Points) had it not been terminated (the "**Terminated Agreement**").

(c) If the defaulting party is GLO, the damages of Customer will be equal to the sum of the Costs plus the Losses, if any, determined by subtracting the present value of the Terminated Agreement from the present value of the Replacement Contract.

(d) To ascertain the market prices of a Replacement Contract, the non-defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide third party offers, all adjusted for the remaining period of the initial term or any renewal terms, as applicable, and differences in transmission. Present value will be discounted at the US\$ Utility BBB2 rate which corresponds to the time period closest to the remaining period of the Term plus 1 percent. It is expressly agreed that a Party will not be required to enter into a Replacement Contract in order to determine the Termination Payment (as hereafter defined). The non-defaulting Party will aggregate such Losses and Costs with

respect to this Agreement (determined as set forth above) into a single net amount and notify the defaulting Party. If the non-defaulting Party's aggregate Losses and Costs exceed its aggregate gains, the defaulting Party must, within 30 Business Days of receipt of such notice, pay (as liquidated damages for default hereunder and not as a penalty) the net amount (the "**Termination Payment**") to the non-defaulting Party, which amount will bear interest at the rate of one percent per month from the Termination Date until, but excluding, the date paid. If the non-defaulting Party's aggregate gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the amount of the Termination Payment will be zero. If the defaulting Party disagrees with the calculation of the Termination Payment, the issue must be submitted to mediation in accordance with the procedures set forth in these **General Terms and Conditions**, and the resulting Termination Payment will be due and payable within 3 Business Days after the resolution of the dispute.

Assignment to Cavallo: Notwithstanding anything to the contrary in this Agreement, if, subsequent to the date of this Agreement, Seller (1) is prohibited by law from selling electricity to Customer, or (2) is in Default under this Agreement, Seller, Customer and Cavallo agrees that Cavallo will sell electricity directly to Customer at the same Contract Price and upon the terms and conditions contained in Cavallo's then standard contract for electricity sales for the remainder of the Term of this Agreement. In this event, Customer shall have incurred no actual damages.

Change in Law: If a Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("**Change in Law**") that makes performance of this Agreement unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for Energy received and performance of other transactions or other obligations incurred before termination), may terminate this Agreement without consent of, and upon Notice to, the other Party, upon the earlier of 60 days prior Notice or other prior Notice effective on the date the Change in Law becomes effective; provided that Seller will exercise this termination right only if it is unable, after commercially reasonable efforts, to effect an assignment of this Agreement to Cavallo pursuant to the immediately preceding paragraph before the Change in Law becomes effective. If a Change in Law occurs, or a PUC, ERCOT or other regulatory decision, action or implementation occurs relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, or other charges being incurred by Seller and other ERCOT market participants, then to the extent incurred by Seller, all of the incremental amounts may be reasonably allocated and billed to Customer as an authorized charge or adjustment to the Contract Price without prior notice to Customer, as soon as those charges are billed to Seller.

Regulatory Events: If subsequent to the effective date of this Agreement, there is a Change in Law, administrative regulation, rule, TDSP tariff or charges, ERCOT design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to Taxes) relating to the provision of services contemplated herein materially different from those existing prior to the date of the Regulatory Event, then Seller may promptly pass through to Customer the direct economic effects (positive or negative) of any such Regulatory Event. Seller shall promptly provide a written explanation of the Regulatory Event and the calculation of the pass through amount, as well as documentation supporting the existence of the Regulatory Event and the change in costs.

Representations of GLO: GLO represents as part of this Agreement that, (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of GLO, (2) the proposed arrangements serve the interest of efficient and economical administration of GLO, and (3) the services, supplies or materials contracted for are not required by TX. CONST. Art. XVI, § 21 to be supplied under contract to the lowest responsible bidder.

GLO further represents that it has authority to enter into this Agreement by virtue of the authority granted in TEX. NAT. RES. CODE §52.133 and TEX. UTIL. CODE § 35.101 *et seq.*, and that it has reviewed and approved this Agreement pursuant to § 31.401, TEX. NAT. RES. CODE and 31 TEX. ADMIN. CODE § 8.1 *et seq.*

Confidentiality: This Agreement and its terms are confidential except to the extent disclosure is necessary for its implementation or disclosure is otherwise required by law.

Notices: Notices under this Agreement must be hand delivered or transmitted by the U. S. Mail to the addresses contained in the Retail Sales Agreement.

Miscellaneous: Customer agrees to obtain and maintain any approvals or authorizations Customer may need, including that Customer meets the Texas Education Agency ("TEA") financial and academic ratings requirements in the Texas Consolidated School Rating Report and has not been notified by TEA it is at risk of closure.

Dispute Resolution: If a dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within 14 days of the written notification, Seller may require the issue(s) be mediated. In that event, Seller must notify Customer and furnish Customer with the names of three mediators acceptable to Seller. Within 10 days of such notice, Customer must select a mediator from the list provided by Seller and notify Seller. The mediation must occur within 30 days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information/releases required by the mediator. The Parties agree to bear equally the cost of the mediator. Any dispute resolution must be conducted in accordance with the provisions the Governmental Dispute Resolution Act, TEX. GOV'T CODE § 2009.001 (1999).

Prior State Employment: Customer certifies no employee of Customer that has been an employee of GLO within the past year has been or will be materially involved in either the negotiation of or the activities contemplated by this Agreement.

State Funding: This Agreement may not be construed as creating any debt on behalf of the State of Texas and/or GLO in violation of TX. CONST. Art. III, § 49. In compliance with TX CONST. Art VIII, § 6, it is understood that all obligations of the State hereunder are subject to the availability of State funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties will be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

Documentation of Amendments: Except for matters that pursuant to express provisions hereof may be conducted by oral agreement between the Parties, no amendment, modification, or change will be enforceable unless reduced to writing and executed by the Parties; provided, the Parties agree that amendments to add or delete Delivery Points may be implemented as follows. Amendments to **Exhibit "D"** may be formed and effectuated pursuant to an email transmission from Customer to Seller requesting that a Delivery Point be added or deleted and attaching the addition/deletion form to be provided by Seller (the "**Email Request**") and Seller accepting the Email Request in a responsive email transmission attaching amended **Exhibit "D"** (the "**Email Confirmation**"). The Parties will be legally bound by the amended **Exhibit "D"** from the time Seller transmits them to Customer, and if Seller does not transmit same, no amendment by email transmission will be binding upon the Parties. The Email Request and Email Confirmation are adopted by the Parties as the means by which the Parties' amendment of **Exhibit "D"** may be reduced to writing and the Parties agree not to contest or assert a defense to the validity or enforceability of such amendment entered into in accordance herewith. Each Party represents that each of its representatives charged with implementing the foregoing has authority to effectuate the foregoing amendment type by email transmission.

Termination of Agreement: This Agreement may be terminated by Customer at or after the end of the Initial Term by causing a switch of all Delivery Points to a new REP.

Counterparts: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a Party hereto will constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile copies will constitute enforceable original documents. Notwithstanding the foregoing, the Parties to this Agreement agree to use commercially reasonable efforts to exchange signed original documents after facsimile execution of this Agreement.

EXHIBITS TO RETAIL SALES AGREEMENT

Customer: Lamar CISD **Contract Date:** February 22, 2017

EXHIBIT "A"

Initial Term 36

Start Date: June 1, 2020

End Date: May 31, 2023

Consumption Variance Allowance: N/A

Contract

Quantity: The monthly kWh quantity per ERCOT congestion zone shown below.

	Congestion Zone			
	Houston	South	North	West
Jan	4,773,070	0	0	0
Feb	4,692,178	0	0	0
Mar	5,024,199	0	0	0
Apr	5,559,509	0	0	0
May	6,340,490	0	0	0
Jun	5,884,989	0	0	0
Jul	5,484,360	0	0	0
Aug	6,939,542	0	0	0
Sep	7,037,272	0	0	0
Oct	6,337,129	0	0	0
Nov	4,911,427	0	0	0
Dec	4,690,285	0	0	0
Annual	67,674,451	0	0	0
Total Term	203,023,353	0	0	0

EXHIBIT "B"

ERCOT Costs (included in Contract Price)

Energy	Transmission and Distribution Line Losses	
REP Administration and Margin Fees	Unaccounted for Energy	Nodal Implementation Surcharge
Renewable Energy Charge	ERCOT Administration Fee	Gross Receipts Tax Reimbursements
Regulation Up Service Charge	ERCOT Credit Requirements	PUC Assessment Fee Reimbursements
Regulation Down Service Charge	PUCT Credit Requirements	
Non-Spinning Reserve Service Charge	Qualified Scheduling Entity Fees	
Responsive Reserve Service Charge	Balancing Energy Neutrality Adjustment	
Black Start Capacity Charge	EILS Uplift	
RMR Reserve Service Charge	Reliability Unit Commitment (Non-Index Products)	

EXHIBIT "C"

Pass-through Charges (passed through at cost)

TDSP Charges - regulated by Public Utility Commission of Texas and imposed and invoiced by the TDSP(s)

Transmission and Distribution Charges	Utility-imposed Reactive Power Charges	Sales Taxes (Not Applicable)
Transmission Cost Recovery Factor	Excess Mitigation Credits	
Competitive Transition Charges	System Benefit Fund Charges	
Meter Charges	Nuclear Decommissioning Charges	
Transition Charges	Charges for services, repairs & equipment	
Customer Charges	Other Charges TDSP(s) may impose from time-to-time	
Municipal Franchise Fees	Advanced Metering Cost Recovery Factor	
	Hub to Load Zone Basis	

LAMAR CISD

EXHIBIT "D"

Delivery Point(s)

No.	ESI ID	SERVICE ADDRESS	CITY, STATE, ZIP	CONGESTION ZONE
1	1008901000144750015100	305 FM 1640	ROSENBERG,TX,77471	Houston
2	1008901000158920017100	5500 AVE N	ROSENBERG,TX,77471	Houston
3	1008901000663340016100	4601 AIRPORT AVE	ROSENBERG,TX,77471	Houston
4	1008901001900120190107	4240 FM 723 RD	ROSENBERG,TX,77471	Houston
5	1008901001900930730114	6110 AUGUST GREEN DR	RICHMOND,TX,77469	Houston
6	1008901001901126120116	301 3RD ST A	ROSENBERG,TX,77471	Houston
7	1008901003746022015100	7511 AVENUE J	BEASLEY,TX,77417	Houston
8	1008901004746451374100	1930 J MEYER RD	RICHMOND,TX,77469	Houston
9	1008901005845766310100	2635 FM 2919 RD	BEASLEY,TX,77417	Houston
10	1008901005845766333100	2601 FM 2919 RD	BEASLEY,TX,77417	Houston
11	1008901006900653360112	7901 FM 762 RD	RICHMOND,TX,77469	Houston
12	1008901006900929860114	1011 HORACE MANN AVE	ROSENBERG,TX,77471	Houston
13	1008901006901148600116	2431 JOAN COLLIER TRACE	KATY,TX,77494	Houston
14	1008901008750831200100	2304 BAMORE RD	ROSENBERG,TX,77471	Houston
15	1008901008750880010100	1608 AVENUE M	ROSENBERG,TX,77471	Houston
16	1008901008750938400100	4411 AIRPORT AVE	ROSENBERG,TX,77471	Houston
17	1008901008750938420100	4924 AVENUE N	ROSENBERG,TX,77471	Houston
18	1008901009763083400100	2700 AVENUE K	ROSENBERG,TX,77471	Houston
19	1008901009763083450100	2611 AVENUE N	ROSENBERG,TX,77471	Houston
20	1008901009763303999100	4700 AVENUE N	ROSENBERG,TX,77471	Houston
21	1008901009763329700100	3809 AVENUE N	ROSENBERG,TX,77471	Houston
22	1008901010763495000100	2100 LAMAR DR	RICHMOND,TX,77469	Houston
23	1008901010765010405100	3911 AVENUE I	ROSENBERG,TX,77471	Houston
24	1008901010765025070100	117 LANE DR #14	ROSENBERG,TX,77471	Houston
25	1008901010765110300100	710 COLLINS RD	RICHMOND,TX,77469	Houston
26	1008901010765110360100	606 COLLINS RD	RICHMOND,TX,77469	Houston
27	1008901011765116190100	605 MABEL ST	RICHMOND,TX,77469	Houston
28	1008901011765889600100	907 MAIN ST	RICHMOND,TX,77469	Houston
29	1008901011765891400100	500 9TH ST	RICHMOND,TX,77469	Houston
30	1008901011765897780100	704 HOUSTON ST	RICHMOND,TX,77469	Houston
31	1008901011766462880100	5111 FM 762 RD	RICHMOND,TX,77469	Houston
32	1008901011900070850107	1930 J MEYER RD A	RICHMOND,TX,77469	Houston
33	1008901011900191440108	75 HUGGINS A	FULSHEAR,TX,77441	Houston
34	1008901011900661010113	7910 WINSTON RANCH PKWY	RICHMOND,TX,77406	Houston
35	1008901011901006740115	75 HUGGINS B	FULSHEAR,TX,77441	Houston
36	1008901016900252440108	6822 IRBY COBB BLVD	RICHMOND,TX,77469	Houston
37	1008901020900119950107	7300 S MASON RD	RICHMOND,TX,77407	Houston

THIS AGREEMENT IS CONFIDENTIAL AND MAY BE EXEMPT FROM DISCLOSURE UNDER THE PUBLIC INFORMATION ACT: DO NOT DISCLOSE ANY PROVISION HEREIN WITHOUT FIRST CONTACTING THE GENERAL LAND OFFICE

38	1008901020900332310109	1001 COLLINS RD #100	RICHMOND,TX,77469	Houston
39	1008901020900922440114	9320 BOIS D ARC LN	FULSHEAR,TX,77441	Houston
40	1008901020901061800115	9910 FM 359 RD	RICHMOND,TX,77406	Houston
41	1008901022900312400109	11344 RANCHO BELLA PKWY	RICHMOND,TX,77406	Houston
42	1008901022900439770110	9200 BOIS D ARC LN	FULSHEAR,TX,77441	Houston
43	1008901023800334150200	14411/3 BAND RD	ROSENBERG,TX,77471	Houston
44	1008901023800526420100	1441 BAND RD	ROSENBERG,TX,77471	Houston
45	1008901023801092780100	1630 PITTS RD	RICHMOND,TX,77406	Houston
46	1008901023802879410100	117 LANE DR #16	ROSENBERG,TX,77471	Houston
47	1008901023803018910100	7110 GREATWOOD PKWY	SUGAR LAND,TX,77479	Houston
48	1008901023804240910100	5115 MUSTANG AVE	ROSENBERG,TX,77471	Houston
49	1008901023804454970200	26011/3 FM 2919 RD	BEASLEY,TX,77417	Houston
50	1008901023805223210100	5500 AVENUE N #1	ROSENBERG,TX,77471	Houston
51	1008901023805659030100	301 3RD ST	ROSENBERG,TX,77471	Houston
52	1008901023805957350100	5201 MUSTANG AVE	ROSENBERG,TX,77471	Houston
53	1008901023805957460100	1001 COLLINS RD	RICHMOND,TX,77469	Houston
54	1008901023809509080100	1000 SHADOW BEND DR	SUGARLAND,TX,77479	Houston
55	1008901023809509120100	3306 SKINNER LN	RICHMOND,TX,77469	Houston
56	1008901023810031420100	2730 B F TERRY BLVD	ROSENBERG,TX,77471	Houston
57	1008901023810119760100	4300 FM 723	ROSENBERG,TX,77471	Houston
58	1008901023810119790100	4400 FM 723 RD	ROSENBERG,TX,77471	Houston
59	1008901023810137740200	51151/3 MUSTANG AVE	ROSENBERG,TX,77471	Houston
60	1008901023810347740200	26351/3 FM 2919 RD	BEASLEY,TX,77417	Houston
61	1008901023810439390100	3011/2 3RD ST	ROSENBERG,TX,77471	Houston
62	1008901023811314620100	4010 FM 723 RD	ROSENBERG,TX,77471	Houston
63	1008901023814941950104	3602 RANSOM RD	RICHMOND,TX,77469	Houston
64	1008901023815159810104	2601 FM 2919 RD A	BEASLEY,TX,77417	Houston
65	1008901023815824140105	510 9TH ST	RICHMOND,TX,77469	Houston
66	1008901023816724550105	402 MACEK RD	RICHMOND,TX,77469	Houston
67	1008901023816988610105	5114 MUSTANG AVE	ROSENBERG,TX,77471	Houston
68	1008901023816988620105	5110 MUSTANG AVE	ROSENBERG,TX,77471	Houston
69	1008901023900349830109	8101 FM 762 RD	RICHMOND,TX,77469	Houston
70	1008901023900768860113	4501 MUSTANG AVE	ROSENBERG,TX,77471	Houston
71	1008901023901100420116	11344 RANCHO BELLA PKWY B	RICHMOND,TX,77406	Houston
72	1008901024900349070109	8181 FM 762 RD	RICHMOND,TX,77469	Houston
73	1008901024900920260114	9302 BOIS D ARC LN	FULSHEAR,TX,77441	Houston
74	1008901033739899900100	1 HUGGINS	FULSHEAR,TX,77441	Houston

EXHIBIT "E"

FIXED PRICE PRODUCT

SELLER INVOICE

Seller will invoice Delivery Points on a monthly basis. Invoices may consist of the following components:

1. Contract Price (the per kWh price shown below);
2. Charges listed in Exhibit "C";
3. Any additional charges that are expressly authorized in this Agreement.

Pricing: Customer will pay the Contract Price times the Actual Consumption. This Contract Price is \$0.03789 per kWh and includes energy commodity charges and the initial costs listed on Exhibit "B". The costs in Exhibit "C" will be passed-through to Customer without markup. Customer may have involved a broker, aggregator or consultant in the negotiation of this contract and such fees or commissions are included in the Contract Price unless listed as a pass-through on Exhibit "C". Seller may, pursuant to the Regulatory Events clause of the Agreement, pass through without markup any increases in those costs and charges in Exhibit "B" during the Term of the Agreement. Seller may also, during the Term of this Agreement, adjust any Transmission and Distribution Charges included in Exhibit "B" to reflect implemented increases or reductions in tariff rates and changes in demand or other delivery components that occur during the Term.

Transition Charge and Consumption Variance Pricing: For periods during the Initial Term which Actual Consumption within a Congestion Management Zone varies from the Contract Quantity by a percentage greater than the Consumption Variance Allowance as shown on Exhibit "A", or for periods in which Actual Consumption occurs after the period between the Start Date and the End Date of the Initial Term, as listed on the Exhibit "A", Seller will charge, and Customer will pay the ERCOT Rate. The adder will be posted on the Site during the Term. The costs in Exhibit "C" will be passed through without markup. In the event of excess or deficient usage, if ERCOT charges certain incremental Ancillary Services for under or over procured loads, then Seller may also pass through these Ancillary Services to Buyer without markup.

Load Change Notification: Customer will promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Delivery Point(s) (a "Notice of Load Change"), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

If Customer has a change in usage of 25% or more for two consecutive months; Seller may pass through the resulting cost increase to Customer. If Seller elects to pass through such cost increases, Seller will calculate the amount of such cost in a commercially reasonable manner and submit to Customer, which invoice will be due and payable pursuant to the payment terms of this agreement.

Adding and Deleting Delivery Points: Customer is permitted to add new Delivery Points at the Contract Price, or delete Delivery Points as a result of a sale or closure without any form of termination payment provided that (i) there is no Event of Default by Customer, (ii) any such Delivery Point to be added is located within the ERCOT area currently served by Seller; (iii) the aggregate volume of addition of Delivery Point(s), or deletion of Delivery Point(s) listed on Exhibit "D", does not exceed three (3) percent of the contract quantities specified in Exhibit "A", and (iv) such deletions are, in the reasonable judgment of Seller, for operational reasons and not an effort to access lower energy rates.

DEFINITIONS

"Ancillary Services" means, for each Delivery Point, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"Congestion Management Zone" means the applicable congestion management zone as defined by ERCOT for the applicable Delivery Points and delivery period.

"ERCOT Rate" means the volume weighted sum of the Real Time Settlement Price (RT LMPZ) applicable to the Delivery Points for the specific delivery period, plus the applicable Exhibit "B" and "C" items, which may include retail margin, energy losses, capacity charges, RUC, replacement reserves, broker fees and commissions, congestion charges, ancillary service charges, ERCOT administrative fees, and delivery charges and other charges incurred by Seller for the Actual Consumption.

"Transmission and Distribution Charges" or "TDSP Charges" means, for each Delivery point, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Seller for TDSP's services to deliver Energy to the applicable Delivery point; .

CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Seller's representatives are in the business of buying and selling power within the ERCOT market for each of their own accounts and that such participation in the foregoing market may affect the calculation of the Day Ahead Settlement Price (DAM LMPZ) or Real-Time Settlement Point Prices (RT LMPZ). Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon the DAM LMPZ or RT LMPZ, as promulgated by ERCOT. Subject to the right of Customer to dispute a Seller Invoice as set forth in this Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Seller's representatives' participation in the market and its effect on RT LMPZ. Nothing in this Agreement restricts Seller or any of Seller's representatives from participating in ERCOT market activities that may affect the DAM LMPZ or RT LMPZ.

**CONSIDER APPROVAL OF JOB ORDER CONTRACTING AWARD
FOR PINK ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Facilities Sources for Pink Elementary School repairs in the amount of \$473,311 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Cost proposals were solicited from two contractors under the Job Order Contracting method of procurement for Pink Elementary School repairs. Two proposals were received on March 30, 2017. Facilities Sources submitted a proposal that meets the scope of work requested and is within the current project budget.

Facilities Sources has a current contract #17/020CG-06 with Choice Partners Cooperative.

On February 16, 2017, the Board approved the procurement method for Job Order Contracting (JOC) to be used for the procurement of the Pink Elementary School repairs.

PROGRAM DESCRIPTION:

The repairs at Pink Elementary School include adjusting doors, repairing cracks in walls, installing control joints in walls, removing and replacing vinyl wall covering, installing corner guards and rubber base, repairing terrazzo floor, leveling suspended ceilings and painting in selected areas.

Upon approval, contracts will be prepared for execution and Facilities Sources will begin repairs to Pink Elementary School during the summer of 2017.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Pink Elementary Renovation Project
Bid Tabulation Form**

Job Order Contractor

Opening Date: Thursday, March 30, 2017 2:00 PM

	Bass Construction	Facilities Sources	Facilities Sources Post Bid
Contractor			
Bid Bond Requirement	yes	yes	
Signed Forms Requirement	yes	yes	
Base Bid	\$974,522.00	\$369,078.84	\$350,467.54
Total	\$974,522.00	\$369,078.84	\$350,467.54
Alternates			
Alt No.1	\$619,590.00	\$140,390.55	N/A
Alt No. 2	No Cost	\$76,404.02	N/A
Post Bid Alternate			\$122,843.46
Grand Total w/ ALTS	\$1,594,112.00	\$585,873.41	\$473,311.00
			Award

CONSIDER APPROVAL OF MUD NO. 142 ANNEXATION

RECOMMENDATION:

That the Board of Trustees approve the Petition for Consent and Petition for Addition of Certain Lands to include annexation of the Bentley Elementary School site and the Agricultural Barn #2 site into Fort Bend County MUD No. 142 and authorize the Board President to sign the agreements.

IMPACT/RATIONALE:

Fort Bend County MUD No. 142 requires the Bentley Elementary School and Agricultural Barn #2 sites to be annexed into the MUD District to provide water and sewer services at the commercial rates.

In the interim, until the annexation is complete, an out-of-district agreement for water and sewer service has been executed between Lamar CISD and MUD No. 142.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 142 is the Municipal Utility District provider for water and sewer services for Bentley Elementary School and Agricultural Barn #2. To complete the annexation of the Bentley Elementary School and Agricultural Barn #2 sites, a Petition for Consent to include additional land in Fort Bend County MUD No. 142 and a Petition for Addition of Certain Land to Fort Bend County MUD No. 142 have been prepared for execution.

Upon approval, the Board President will sign the documents to authorize the annexation of the two sites.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

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DANIEL S. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES

CHRISTINA J. COLE
MATTHEW R. REED
WILLIAM D. STAFFORD
TRAVIS M. HEDGPETH
GINA FREE
JOHN H. EICHELBERGER
DIANA MILLER

March 1, 2017

VIA FEDERAL EXPRESS:

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

Re: Fort Bend County Municipal Utility District No. 142 (the "District");
Elementary School and Agricultural Building

Dear Mr. Randle:

Enclosed for execution on behalf of Lamar Consolidated Independent School District are the following documents in connection with the annexation of a combined 35.47 acre tract in the boundaries of the referenced District:

1. Four (4) Petitions for Consent to Include Additional Land into the District; and
2. Four (4) Petitions for Addition of Certain Land to the District.

Please have the Petitions executed and notarized and return same to the undersigned. Following our receipt of the executed documents, we will submit the Petition for Consent to the City of Houston for its consideration.

Should you have any questions regarding the enclosed, please do not hesitate to contact our office.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: 

Michelle Guild
Paralegal

Enclosure
452608_1

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF HOUSTON:

Lamar Consolidated Independent School District, being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Fort Bend County, Texas ("Landowner"), and Fort Bend County Municipal Utility District No. 142 ("District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended and was created by order of the Texas Commission on Environmental Quality dated July 25, 2003. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Fort Bend County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 35.47 acres of land, more or less, and lies wholly within Fort Bend County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 et seq., as amended, said area is within the extraterritorial jurisdiction of the City of Houston and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

The land sought to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area; and
- (4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting-facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required; and
- (5) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and
- (6) design, acquire, construct, finance and issue bonds for roads, under the authority of Article III, Section 52 of the Texas Constitution and Chapter 54 of the Texas Water Code, as amended ("Road Powers"), subject to the approval of the Texas Commission on Environmental Quality, as, if, and when required; and
- (7) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Houston, and is in close proximity to populous and developed sections of Fort Bend County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

- (1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.

(2) The present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The land sought to be added to the District does not currently include adequate recreational facilities.

(3) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto may require fire-fighting facilities in order to supplement or supplant fire-fighting services otherwise provided by governmental entities other than the District, as fire-fighting services are necessary and desirable for the health and welfare of such inhabitants.

(4) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers may be of necessity to the land within the District and the land sought to be added to the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

A public necessity exists for the addition of said lands to the District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law), and , subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities and road facilities.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the annexation of the land to the District is given, the Petitioner will adopt and abide by the conditions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately \$-0-.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Houston give its consent to the annexation of the aforesaid land into said District.

Dated this the _____ day of _____, 2017.

Lamar Consolidated Independent School District

By: _____

Mr. James Steenbergen
Board President

Petitioner

Attest:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Mr. James Steenbergen, acting in his capacity as Board President of Lamar Consolidated Independent School District.

Notary Public in and for the
State of Texas

(SEAL)

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 142

By: _____
Randal L. Carter
President, Board of Directors

By: _____
William R. Mower
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Randal L. Carter, the President of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142, on behalf of said district.

Notary Public in and for the
State of Texas

(SEAL)

Exhibit A

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 20.89 acre tract of land in the John Foster 2½ League Grant, Abstract Number 26, Fort Bend County, Texas; being all of Restricted Reserve "A" of Lamar Consolidated ISD Agricultural Facility, recorded under Clerk's File No. 20160230 of the Fort Bend County Plat Records, said 20.89 acres being more particularly described as follows with all bearings based upon the Texas Coordinate System of 1983, South Central Zone.

COMMENCING at a point in the east right-of-way of F.M. 359 (called 80-foot wide) for the northwest corner of said of Lamar Consolidated ISD Agricultural Facility, being the northwest corner of a called 10-foot wide strip dedicated for right-of-way as shown on said plat of Lamar Consolidated ISD Agricultural Facility, same being the southwest corner of Creekside Ranch, Sec 3, as shown on a plat filed for record under Plat No. 20150090 of the Fort Bend County Plat Records;

Thence North 87 degrees 28 minutes 51 seconds East along the north line of said of Lamar Consolidated ISD Agricultural Facility, same being the south line of the southwest corner of Creekside Ranch, Sec 3, 10.35 feet to a point for the northwest corner of said Restricted Reserve "A", for the northwest corner and **Point of Beginning** of the herein described tract;

Thence North 87 degrees 28 minutes 51 seconds East along the north line of the herein described tract, same being the south line of the southwest corner of Creekside Ranch, Sec 3, the south line of Creekside Ranch, Sec 5, as shown on plat filed for record under Plat No. 20160107 of the Fort Bend County Plat Records, and the south line of the adjoining residue of a called 35.540 acre tract recorded under County Clerk's File No. 2005058325, Official Public Records, Fort Bend County, Texas, 1,811.76 feet to a point for the northeast corner of the herein described tract, same being the southeast corner of said adjoining residue of a called 35.540 acre tract, and being in the westerly line of an adjoining called 94.436 acre tract recorded under County Clerk's File No. 2005058326, Official Public Records, Fort Bend County, Texas;

Thence South 18 degrees 55 minutes 40 seconds West along the easterly line of the herein described tract, same being the westerly line of said adjoining called 94.436 acre tract, 38.58 feet to an angle point;

Thence South 19 degrees 13 minutes 59 seconds West continuing along said line, 728.16 feet to a point for the southeast corner of the herein described tract, same being the southwest corner of said adjoining called 94.436 acre tract, and being in the north line of an adjoining called 69.835 acre tract (Tract II) recorded under County Clerk's File No. 9712748, Official Public Records, Fort Bend County, Texas;

Thence South 87 degrees 20 minutes 00 seconds West along the south line of the herein described tract, same being the north line of said adjoining called 69.835 acre tract, 855.38 feet to a point for the lower southwest corner of the herein described tract, same being the southeast corner of on adjoining called 5.00 acre tract recorded under County Clerk's File No. 2015117900, Official Public Records, Fort Bend County, Texas;

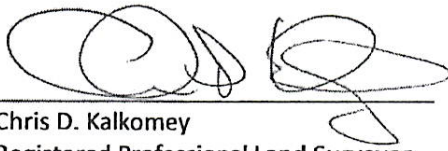
Thence North 02 degrees 29 minutes 50 seconds West along the common line of the herein described tract and said adjoining called 5.00 acre tract, 398.56 feet to a point for a reentry corner to the herein described tract;

Thence South 87 degrees 30 minutes 10 seconds West continuing along said common line, 588.45 feet to a point for the upper southwest corner of the herein described tract and said Restricted Reserve "A", same being the southeast corner of the aforementioned called 10-wide strip;

Thence North 17 degrees 26 minutes 36 seconds West along the westerly line of the herein described tract, same being the easterly line of said called 10-foot wide strip, 326.66 feet to the **Point of Beginning** and containing 20.89 acres of land, more or less.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by creation or reconfiguration of the political subdivision for which it was prepared.

Jones|Carter
6415 Reading Road
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land Surveying
Registration No. 10046104



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
cdkalkomey@jonescarter.com



Issued February 9, 2017

K:\z_WO\PROJECTS\05277 - FBC MUD 142\MUD DISTRICT MAPS\School Site\MB - 20.89 Acres Tract 9.docx

FBC MUD 142
Tract 8
14.58 Acres

John Foster 2½ League Grant
Abstract Number 26

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 14.58 acre tract of land in the John Foster 2½ League Grant, Abstract Number 26, Fort Bend County, Texas; being all of Restricted Reserve "A" of Lamar Consolidated ISD Elementary School No 24, recorded under Clerk's File No. 20150323 of the Fort Bend County Plat Records, said 14.58 acres being more particularly described as follows with all bearings based upon the Texas Coordinate System of 1983, South Central Zone.

COMMENCING at a point in the east right-of-way of F.M. 359 (called 80-foot wide) for the southwest corner of said of Lamar Consolidated ISD Elementary School No 24, being the southwest corner of a called 20-foot wide strip dedicated for right-of-way as shown on said plat of Lamar Consolidated ISD Elementary School No 24, same being the northwest corner of Creekside Ranch, Sec 2, as shown on a plat filed for record under Plat No. 20150089 of the Fort Bend County Plat Records;

THENCE North 87° 30' 05" East, 20.48 feet along the south line of said of Lamar Consolidated ISD Elementary School No 24, same being the north line of said Creekside Ranch Sec 2, to a point for the southwest corner of said Restricted Reserve "A", for the southwest corner and **POINT OF BEGINNING** of the herein described tract, said point being in a non-tangent curve to the right;

THENCE, in a northwest direction, along the east line of said called 20-foot wide strip dedicated for right-of-way and the west line of said Restricted Reserve "A" with the arc of said non-tangent curve to the right, having a central angle of 12° 47' 16", a radius of 1,372.40 feet, an arc length of 306.30 feet, and a chord bearing North 08° 41' 20" West, 305.67 feet to a point;

THENCE, North 02° 18' 12" West, 396.12 feet continuing along the east line of said called 20-foot wide strip dedicated for right-of-way and the west line of said Restricted Reserve "A" to a point for the northwest corner of said Restricted Reserve "A" and the herein described tract, said point being in the south line of the adjoining residue of a called 50.400 acre tract recorded under Clerk's File No. 2005058326 of the Fort Bend County Official Public Records;

THENCE, North 87° 30' 05" East, 911.12 feet, along the north line of said Restricted Reserve "A" to a point for the northeast corner of said Restricted Reserve "A" and the herein described tract;

THENCE, South 02° 29' 55" East, 700.00 feet along the east line of said Restricted Reserve "A" to a point in the north line of said Creekside Ranch, Sec 2, for the southeast corner of said Restricted Reserve "A" and the herein described tract;

THENCE, South 87° 30' 05" West, 879.52 feet along the north line of said Creekside Ranch, Sec 2 and the south line of said Restricted Reserve "A" to the **POINT OF BEGINNING, CONTAINING** 14.58 acres of land in Fort Bend County, Texas.

FBC MUD 142
Tract 8
14.58 Acres

John Foster 2½ League Grant
Abstract Number 26

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by creation or reconfiguration of the political subdivision for which it was prepared.

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Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
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Issued January 13, 2017

K:\z_WO\PROJECTS\05277 - FBC MUD 142\MUD DISTRICT MAPS\School Site\MB - 14.58 Acres Tract 8.docx



EXHIBIT "B"

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Houston, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Houston, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No land located within the extraterritorial jurisdiction of the City of Houston will be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(b) (1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works and Engineering of the City of Houston, or to his designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Houston. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of Houston's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Houston; and during the progress of the construction and installation of such facilities, the Director of Public Works and

Engineering of the City of Houston, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Houston's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of Houston Parks and Recreation Department.

(3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Houston's Fire Department and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the Chief of the City of Houston Fire Department.

(c) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the Department of Public Works and Engineering, City of Houston, as well as to the TCEQ. The District will agree that representatives of the City of Houston may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of Houston of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works and Engineering of the City of Houston.

PETITION FOR ADDITION OF CERTAIN LAND TO
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TO THE HONORABLE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 142:

The undersigned, hereinafter called Petitioner (whether one or more), as owner of title to the land hereinafter described and acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of the Code, together with all amendments and additions thereto, respectfully petitions and requests the Board of Directors of Fort Bend County Municipal Utility District No. 142 (hereinafter the "District"), to add to and include within the boundaries of the District an area of approximately 35.47 acres situated wholly within Fort Bend County, Texas, and accurately described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (hereinafter the "Property"). In support of this Petition, Petitioner represents, covenants and agrees, as follows:

I.

The Petitioner is vested with fee simple title and full ownership of the Property.

II.

The Property is within the exclusive extraterritorial jurisdiction of the City of Houston, Texas and is not within such jurisdiction of any other city.

III.

Petitioner represents and warrants that there are no holders of liens on or against the Property.

IV.

Petitioner alleges that the addition of said Property to the District is feasible and practicable and would be to the advantage of the District, and would be of benefit and to the advantage of the Property and all taxable improvements and personal property located thereon. Petitioner further alleges that the District's present and future water, sanitary sewer and storm drainage systems recreational facilities, and other improvements of the District are sufficient or will be sufficient to serve the Property without injuring lands already within the District.

V.

Petitioner, its successors and assigns agree to comply with the terms, conditions and provisions of the District's rules, regulations and policies for the provision of the District services, as amended from time to time, to prohibit the use of District services by, through or across the Property to any land or premises outside the Property without the prior written consent of the District, and to make available to the District, in accordance with the rules of the Texas Commission on Environmental Quality, such easements, sites, and rights-of-way of standard location and size as may be necessary, if any, to permit the District to provide water, sanitary sewer and storm drainage works, facilities and services to or adjacent to the Property.

VI.

Petitioner hereby certifies that there are no qualified voters residing within the boundaries of the Property.

VII.

This Petition shall constitute an election on the part of Petitioner, its successors and assigns, for the Property and any taxable improvements and personal property which are now or may hereafter be constructed or placed thereon to become liable for all present and future debts and taxes of the District in the same manner and to the same extent as other lands and personal property in the District are liable for the District's debts and taxes. This Petition shall be considered further an election and authorization by Petitioner, its successors and assigns, for the Board of Directors of the District to issue and sell the remainder of bonds heretofore authorized to be issued by voters within the District (but as of the date hereof unissued), for the purposes and upon the terms and conditions such bonds were voted, in one or more installments or series, at a future date or dates, when in the Board's judgment, such amounts are required for the authorized purposes.

VIII.

Petitioner elects, accepts, assumes and acknowledges the right, power, duty and necessity of the District to assess, levy and collect taxes on and against the Property and all taxable improvements and personal property thereon for the payment of any bonds, notes or other obligations payable in whole or in part from taxation which may be owed, contracted or authorized by the District, or any taxes levied for or in anticipation of the payment of any such outstanding indebtedness which may be owed, contracted or authorized by District.

IX.

Petitioner is aware that an election has been held within the District to authorize the Board of Directors to levy and collect maintenance taxes against all taxable improvements and personal property within the District to secure funds for maintenance purposes. Petitioner elects, accepts, assumes and acknowledges the right, power, duty and necessity of the District to assess, levy and collect maintenance taxes on and against the Property and all taxable improvements and personal property thereon.

X.

For and in consideration of the addition of the Property to the District, Petitioner agrees that all agreements, stipulations and covenants stated herein shall become fixed with the Property, shall run with the Property and shall be binding on Petitioner and Petitioner's successors and assigns.

WHEREFORE, Petitioner prays as follows: That this Petition be granted in all respects; that, subject to the required consent of the City of Houston, Texas, the Property described in Exhibit "A" hereto be added to and become a part of said established District as provided by law and particularly by the provisions of the Texas Water Code, as amended; that after this Petition is granted that it and the Board's action hereon be filed of record and recorded in the office of the County Clerk of Fort Bend County, Texas; and that Petitioner have any other relief to which Petitioner may be entitled.

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IN WITNESS WHEREFORE, Petitioner has executed this Petition on this the _____ day of _____, 2017.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Mr. James Steenbergen
Board President

Petitioner

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Mr. James Steenbergen, acting in his capacity as Board President of and on behalf of Lamar Consolidated Independent School District.

Notary Public in and for the
State of Texas

(SEAL)

Exhibit A

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 20.89 acre tract of land in the John Foster 2½ League Grant, Abstract Number 26, Fort Bend County, Texas; being all of Restricted Reserve "A" of Lamar Consolidated ISD Agricultural Facility, recorded under Clerk's File No. 20160230 of the Fort Bend County Plat Records, said 20.89 acres being more particularly described as follows with all bearings based upon the Texas Coordinate System of 1983, South Central Zone.

COMMENCING at a point in the east right-of-way of F.M. 359 (called 80-foot wide) for the northwest corner of said of Lamar Consolidated ISD Agricultural Facility, being the northwest corner of a called 10-foot wide strip dedicated for right-of-way as shown on said plat of Lamar Consolidated ISD Agricultural Facility, same being the southwest corner of Creekside Ranch, Sec 3, as shown on a plat filed for record under Plat No. 20150090 of the Fort Bend County Plat Records;

Thence North 87 degrees 28 minutes 51 seconds East along the north line of said of Lamar Consolidated ISD Agricultural Facility, same being the south line of the southwest corner of Creekside Ranch, Sec 3, 10.35 feet to a point for the northwest corner of said Restricted Reserve "A", for the northwest corner and **Point of Beginning** of the herein described tract;

Thence North 87 degrees 28 minutes 51 seconds East along the north line of the herein described tract, same being the south line of the southwest corner of Creekside Ranch, Sec 3, the south line of Creekside Ranch, Sec 5, as shown on plat filed for record under Plat No. 20160107 of the Fort Bend County Plat Records, and the south line of the adjoining residue of a called 35.540 acre tract recorded under County Clerk's File No. 2005058325, Official Public Records, Fort Bend County, Texas, 1,811.76 feet to a point for the northeast corner of the herein described tract, same being the southeast corner of said adjoining residue of a called 35.540 acre tract, and being in the westerly line of an adjoining called 94.436 acre tract recorded under County Clerk's File No. 2005058326, Official Public Records, Fort Bend County, Texas;

Thence South 18 degrees 55 minutes 40 seconds West along the easterly line of the herein described tract, same being the westerly line of said adjoining called 94.436 acre tract, 38.58 feet to an angle point;

Thence South 19 degrees 13 minutes 59 seconds West continuing along said line, 728.16 feet to a point for the southeast corner of the herein described tract, same being the southwest corner of said adjoining called 94.436 acre tract, and being in the north line of an adjoining called 69.835 acre tract (Tract II) recorded under County Clerk's File No. 9712748, Official Public Records, Fort Bend County, Texas;

Thence South 87 degrees 20 minutes 00 seconds West along the south line of the herein described tract, same being the north line of said adjoining called 69.835 acre tract, 855.38 feet to a point for the lower southwest corner of the herein described tract, same being the southeast corner of on adjoining called 5.00 acre tract recorded under County Clerk's File No. 2015117900, Official Public Records, Fort Bend County, Texas;

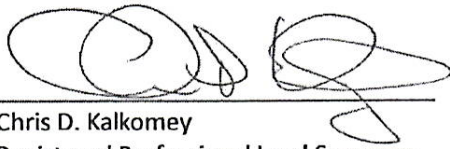
Thence North 02 degrees 29 minutes 50 seconds West along the common line of the herein described tract and said adjoining called 5.00 acre tract, 398.56 feet to a point for a reentry corner to the herein described tract;

Thence South 87 degrees 30 minutes 10 seconds West continuing along said common line, 588.45 feet to a point for the upper southwest corner of the herein described tract and said Restricted Reserve "A", same being the southeast corner of the aforementioned called 10-wide strip;

Thence North 17 degrees 26 minutes 36 seconds West along the westerly line of the herein described tract, same being the easterly line of said called 10-foot wide strip, 326.66 feet to the **Point of Beginning** and containing 20.89 acres of land, more or less.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by creation or reconfiguration of the political subdivision for which it was prepared.

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Issued February 9, 2017

K:\z_WO\PROJECTS\05277 - FBC MUD 142\MUD DISTRICT MAPS\School Site\MB - 20.89 Acres Tract 9.docx

FBC MUD 142
Tract 8
14.58 Acres

John Foster 2½ League Grant
Abstract Number 26

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 14.58 acre tract of land in the John Foster 2½ League Grant, Abstract Number 26, Fort Bend County, Texas; being all of Restricted Reserve "A" of Lamar Consolidated ISD Elementary School No 24, recorded under Clerk's File No. 20150323 of the Fort Bend County Plat Records, said 14.58 acres being more particularly described as follows with all bearings based upon the Texas Coordinate System of 1983, South Central Zone.

COMMENCING at a point in the east right-of-way of F.M. 359 (called 80-foot wide) for the southwest corner of said of Lamar Consolidated ISD Elementary School No 24, being the southwest corner of a called 20-foot wide strip dedicated for right-of-way as shown on said plat of Lamar Consolidated ISD Elementary School No 24, same being the northwest corner of Creekside Ranch, Sec 2, as shown on a plat filed for record under Plat No. 20150089 of the Fort Bend County Plat Records;

THENCE North 87° 30' 05" East, 20.48 feet along the south line of said of Lamar Consolidated ISD Elementary School No 24, same being the north line of said Creekside Ranch Sec 2, to a point for the southwest corner of said Restricted Reserve "A", for the southwest corner and **POINT OF BEGINNING** of the herein described tract, said point being in a non-tangent curve to the right;

THENCE, in a northwest direction, along the east line of said called 20-foot wide strip dedicated for right-of-way and the west line of said Restricted Reserve "A" with the arc of said non-tangent curve to the right, having a central angle of 12° 47' 16", a radius of 1,372.40 feet, an arc length of 306.30 feet, and a chord bearing North 08° 41' 20" West, 305.67 feet to a point;

THENCE, North 02° 18' 12" West, 396.12 feet continuing along the east line of said called 20-foot wide strip dedicated for right-of-way and the west line of said Restricted Reserve "A" to a point for the northwest corner of said Restricted Reserve "A" and the herein described tract, said point being in the south line of the adjoining residue of a called 50.400 acre tract recorded under Clerk's File No. 2005058326 of the Fort Bend County Official Public Records;

THENCE, North 87° 30' 05" East, 911.12 feet, along the north line of said Restricted Reserve "A" to a point for the northeast corner of said Restricted Reserve "A" and the herein described tract;

THENCE, South 02° 29' 55" East, 700.00 feet along the east line of said Restricted Reserve "A" to a point in the north line of said Creekside Ranch, Sec 2, for the southeast corner of said Restricted Reserve "A" and the herein described tract;

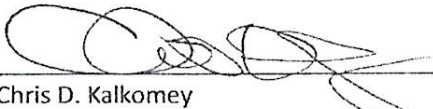
THENCE, South 87° 30' 05" West, 879.52 feet along the north line of said Creekside Ranch, Sec 2 and the south line of said Restricted Reserve "A" to the **POINT OF BEGINNING, CONTAINING 14.58 acres** of land in Fort Bend County, Texas.

FBC MUD 142
Tract 8
14.58 Acres

John Foster 2½ League Grant
Abstract Number 26

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by creation or reconfiguration of the political subdivision for which it was prepared.

Jones|Carter
6415 Reading Road
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land Surveying
Registration No. 10046104



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
cdkalkomey@jonescarter.com



Issued January 13, 2017

K:\z_WO\PROJECTS\05277 - FBC MUD 142\MUD DISTRICT MAPS\School Site\MB - 14.58 Acres Tract 8.docx

**CONSIDER APPROVAL OF ADDITIONAL GEOTECHNICAL ENGINEERING
SERVICES FOR THE FOSTER HIGH SCHOOL WATER PLANT UPGRADES**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for additional geotechnical engineering services for the Foster High School water plant upgrades in the amount of \$2,600 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services were approved by the Board of Trustees at their November 17, 2016 regular meeting in the amount of \$4,100. A revised location for the new water storage tank necessitates an additional boring to ensure the bearing capacity is adequate.

Upon approval, the Board President will execute the agreement and Terracon will finalize their work.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 28, 2017



Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Cost Estimate for Additional Geotechnical Engineering Services
Foster High School Water Plant Additions
4400 F.M. 723 Road
Rosenberg, Texas
Terracon Project No. 9215636.Supplement1

Dear Mr. McKeever,

This letter provides a cost estimate for the additional geotechnical services requested for the above referenced project. These services are in addition to the Geotechnical Engineering Report (Terracon Project No. 9215636, dated January 9, 2017) prepared by Terracon Consultants, Inc. (Terracon) for this project.

Based the information provided by KCI Technologies, Inc., we understand that the site plan has been revised in the areas of the proposed ground storage tank and pump equipment. We understand that the ground storage tank is now planned about 60 feet northeast of the existing tank (about 200 feet northeast of the original proposed location) and the pump equipment is planned south of the previously described location. Furthermore, we understand that the proposed tank is planned to have a diameter of 34 feet and maximum capacity of 100,000 gallons. The contact pressure of the proposed tank is planned to be up to 1,000 pounds per square foot (psf).

In order to confirm our recommendations for the proposed tank, we plan to drill one additional test boring to a depth of 60 feet in the revised proposed tank area.

The boring will be located in the field using hand measuring equipment and estimating angles and distances from existing features as shown on the site plan provided to us. Therefore, the layout of the boring and test location will be approximate. The boring depth will be measured from existing grade.

To perform our field program, laboratory testing, and provide our recommendations in a supplemental letter report, we estimate an additional cost of \$2,600. The cost of our services will not exceed this amount without approval from the client.


Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3272
P [713] 690 8989 F [713] 690 8787 terracon.com

We can initiate our field program within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our letter report in about 7 to 10 business days after completion of our field services.

The additional services are planned to be performed under the existing "Agreement for Services", dated November 17, 2016 between Lamar Consolidated ISD and Terracon Consultants, Inc.

If the above scope and fee are acceptable to you, please sign and date below and return a copy for our files. Please feel free to contact us with any questions.

Sincerely,
Terracon Consultants, Inc.
(Texas Registration No. F-3272)



Rainey D. Perkins, E.I.T.
Staff Geotechnical Engineer



Andrew J. Muras, P.E.
Project Engineer



Patrick M. Beecher, P.E.
Geotechnical Services Manager

Authorization

Signature: _____

Name: _____

Date: _____

**CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT WITH FORT BEND
COUNTY MUNICIPAL UTILITY DISTRICTS NO. 106, NO. 108, NO. 109, AND NO.117**

RECOMMENDATION:

That the Board of Trustees approve an interlocal agreement with Fort Bend County Municipal Utility Districts No. 106, No. 108, No. 109, and No. 117 and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

Fort Bend County Municipal Utility Districts No. 106, No. 108, No. 109, and No. 117 are going to donate up to a maximum of \$3,000,000 to Lamar CISD for the installation of an all-weather field and track at Campbell and Dickinson Elementary Schools. This project shall be completed before December 12, 2017.

PROGRAM DESCRIPTION:

Upon approval Lamar CISD will begin the design process for the installation of an all-weather field and track surface at Dickinson and Campbell Elementary Schools.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
 FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 106, FORT BEND
 COUNTY MUNICIPAL UTILITY DISTRICT NO. 108, FORT BEND COUNTY
 MUNICIPAL UTILITY DISTRICT NO. 109, AND FORT BEND COUNTY
 MUNICIPAL UTILITY DISTRICT NO. 117
 AND
 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §**

This AGREEMENT FOR FUNDING OF CONSTRUCTION AND INSTALLATION OF TURFED, ALL PURPOSE SPORTS FIELDS, A TRACK AND TRACK IMPROVEMENTS (the "Agreement") is effective as of March _____, 2017 between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 106, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 108, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 117, all body politic and corporate and political subdivisions of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("MUDs"), and Lamar Consolidated Independent School District, an independent school district and political subdivision organized under the laws of the State of Texas ("LCISD"). MUDs and LCISD may be individually referred to herein as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, MUDs have been created and organized to provide water, wastewater, storm sewer, drainage, park and other facilities and services as permitted by law to serve the areas within their boundaries, which comprise the Greatwood subdivision ("Greatwood"); and

WHEREAS, MUDs, seek to provide benefits to their residents; and

WHEREAS, MUDs are empowered by Subchapter N of Chapter 49 of the Texas Water Code to provide parks and recreational facilities desirable and the State of Texas has declared a State policy to encourage districts to provide parks and recreational facilities for the use and benefit of their residents, and Section 49.227 of the Texas Water Code empowers MUDs to act jointly with other public entities to perform any of their powers; and

WHEREAS, MUDs seek to financially contribute revenues from their operating funds to LCISD to enable LCISD to construct, install and thereafter maintain turfed, all-purpose sports fields ("Improvements"), a new walking/running track and track improvements which the MUDs declare will benefit the residents in Greatwood, to be located on the grounds of Dickinson and Campbell Elementary Schools within the boundaries of the MUDs; and

WHEREAS, the Parties desire to begin construction of the Improvements as soon as possible after the end of the 2016-17 LCISD school year, and to complete the construction as quickly as possible;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to all Parties, it is agreed as follows:

I.

MUDs currently have sufficient funds in their operating accounts to pay for the Improvements, and will contribute the full cost, including design costs, up to a maximum contribution of \$ 3,000,000 to LCISD for the costs incurred by LCISD for the construction and installation of the Improvements similar to and at approximate locations further shown on the drawings on Exhibit A attached hereto and incorporated herein, at Dickinson and Campbell Elementary Schools. MUDs will make payments to LCISD for the design fees for the Improvements within fifteen (15) days of receipt of an invoice from LCISD for such fees. The estimated costs of the design and construction costs are attached hereto as Exhibit B. Assuming the bid price does not exceed the amount specified in Article I (together with design costs), MUDs will make payment to LCISD for the costs of construction and installation of the Improvements within fifteen (15) days of receiving notice from LCISD that the bids for the Improvements have been received and LCISD is prepared to move forward with awarding the construction contract. In the event the bid price exceeds the amount specified in Article I, the Parties shall meet to mutually agree as to how the scope of the Improvements can be reduced to meet budget. LCISD has approved the proposed Improvements as appropriate for installation at a public school. Pursuant to Section 791.011(d)(3) of the Texas Government Code, any Party paying for the performance of governmental functions or services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

II.

As soon as this Agreement is fully executed and LCISD has provided an invoice for the design costs to MUDs, and the MUDs have deposited such funds with LCISD, LCISD shall authorize the design of the Improvements. LCISD shall oversee installation and construction of the Improvements. Once bids are received, and the amount of the

bids do not exceed the maximum cost in Article I above, and MUDs have paid such funds to LCISD, LCISD covenants to proceed with construction and installation of the Improvements as quickly as possible, and to attempt to have completed by August 31, 2017. LCISD shall, at all times, be the owner of the Improvements and shall hold any warranties provided by the contractor. LCISD shall keep a separate accounting of the funds contributed by MUDs and of all costs related to the Improvements. After completion, any funds remaining in such separate accounting shall be returned to the MUDs. LCISD shall be responsible for the maintenance and upkeep of the Improvements after installation, at its sole cost and expense, and hereby agrees to maintain the Improvements and property in the same manner as it maintains all school property, and the Greatwood MUDs shall have no responsibility therefore.

III.

After construction and installation, the Parties acknowledge and agree that the Improvements shall be used by LCISD in accordance with policies as established from time to time by the LCISD Board of Trustees ("Policies"). The Parties acknowledge and agree that public access to the Improvements (including, specifically, residents in Greatwood, may be limited or restricted during the school year to eliminate interference with school activities.) From time to time, as necessary maintenance is performed by the LCISD or otherwise, public access to the Improvements also may be limited. The Parties acknowledge and agree that LCISD shall otherwise allow public access to the Improvements in accordance with its Policies and State Law.

IV.

This instrument 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.

V.

No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Parties.

VI.

All notices and communications under this Agreement shall be mailed, postage prepaid, by certified mail, return receipt requested, or delivered to MUDs at the following addresses:

Greatwood MUDs
c/o Allen Boone Humphries Robinson LLP
Attn: Nikole Cales
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Tel. 713-860-6400
Fax 713-860-6662
ncales@abhr.com

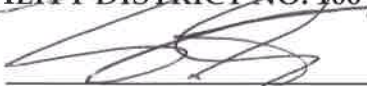
All notices and communications under this Agreement shall be mailed, postage prepaid, by certified mail, return receipt requested, or delivered to LCISD at the following address:

Lamar Consolidated Independent School District
Attn: Superintendent
3911 Avenue I
Rosenberg, Texas 77471
Tel. 281-341-3100
Email: _____

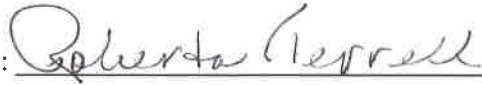
IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be deemed an original, as of the date signed by the President of the Boards of the Parties.

"MUDs"

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 106

By: 
Name: Larry Shultz
Title: President, Board of Directors
Date Executed: March 29, 2017

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 108

By: 
Name: Roberta Terrell
Title: President, Board of Directors
Date Executed: March 22, 2017

proposed- field markings not included - Location and exact specifications may vary



Lamar Consolidated ISD

Dickinson Elementary Track



01-30-17

Proposed-field markings not included - Location and exact specifications may vary



Lamar Consolidated ISD

Campbell Elementary Track



02-07-17

Exhibit A

120

EXHIBIT B

Campbell Elementary Shool

Scope includes:

- 3 Lane track approximately 350 meters
- Synthetic turf Field
- Storm detention
- Subgrade preparation
- Drainage connection

Estimated Cost: \$1,625,000

Dickinson Elementary School

Scope includes:

- Resurfacing existing track
- Synthetic turf Field
- Storm detention
- Subgrade preparation
- Drainage connection

Estimated Cost: \$1,130,000

Total Estimated Costs: \$2,755,000

CONSIDER APPROVAL OF ARCHITECT CONTRACT

RECOMMENDATION:

That the Board of Trustees approve PBK Sports Architects for the design of the new track and all-weather surface for Dickinson and Campbell Elementary Schools and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

Fort Bend County Municipal Districts No. 106, No. 108, No. 109, and No. 117 will be donating up to \$3,000,000 for the installation of an all-weather play surface and poly urethane track at Dickinson and Campbell Elementary Schools. The MUD's need to make this donation by December 12, 2017 when the City of Sugar Land will annex the Greatwood subdivision.

PROGRAM DESCRIPTION:

Upon approval PBK Sports Architects will begin the design process and develop specifications for bidding.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE PROCUREMENT METHOD FOR THE
ALL-WEATHER SPORTS FIELD AND TRACK PROJECTS
AT DICKINSON AND CAMPBELL ELEMENTARY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve and authorize the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for the all-weather sports field and track projects at Dickinson and Campbell Elementary Schools.

IMPACT/RATIONAL:

The all-weather sports field and track projects at Dickinson and Campbell Elementary Schools will be funded by donations from the Fort Bend County Municipal Utility Districts No. 106, No. 108, No. 109, and No. 117.

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling \$50,000 or more. Additionally, the Texas Government Code 2269 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the all-weather sports field and track projects at Dickinson and Campbell Elementary Schools

PROGRAM DESCRIPTION:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

Proposals shall be evaluated using the evaluation criteria listed below.

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

**DISCUSSION AND/OR POSSIBLE ACTION ON THE CURRENT
USE OF FACILITIES RENTAL FEES**

PROGRAM DESCRIPTION:

At the Regular Board Meeting on March 23, 2017, the Board of Trustees requested a discussion item to discuss the current rental rates. The Board of Trustees approved the current Use of Facilities rental rates at the Regular Board Meeting November 17, 2011.

These rates have been calculated to cover utilities, labor, and materials.

Submitted By: Kevin McKeever, Administrator for Operations
Leslie Haack, Executive Director of Secondary Education
Nicole Nelson, Athletic Director

Use of Facilities Fee Proposal

All fees will be paid in advance. Additional costs will be billed after usage. No volunteer time allowed.

All Cafeterias:

New fee proposal:

\$200 for the first 3 hours (minimum)

for each additional hour/or part of an hour \$65.00/hour

district employee supervisor \$30.00/hour

custodial fee (District will determine the # required)
\$20.00/hour

Gymnasiums

New fee proposal:

\$200 for the first 3 hours (minimum)

for each additional hour/or part of an hour \$65.00/hour

district employee supervisor \$30.00/hour

custodial fee (District will determine the # required)
\$20.00/hour

security officer (1 officer per 100 occupancy. The district will determine if more security is necessary) \$30.00/hour each

Auditorium:

New fees proposal:

\$500 for the first 3 hours (minimum)	
additional hour or part of an hour	\$100.00/hour
Sound/Lighting Technician (may require 2 techs.)	
	\$35.00/hour
district employee supervisor	\$30.00/hour
custodial fee (District will determine the # required)	
	\$20.00/hour

Classroom (additional Space):

New fee proposal (Additional Space by the hour or part of the hour):

These are only available if additional space is required over the Cafeteria, Gymnasium, or Auditorium.

Single classroom	\$40.00/hour
Two or more classrooms	
For each classroom	\$30.00/hour
custodial fee as required	\$20.00/hour
Choir/Drama	
\$100 for the first 3 hours (minimum)	
each additional hour	\$40.00/hour

Band Hall

\$100 for the first 3 hours (minimum)

each additional hour \$40.00/hour

Gymnasium

\$100 for the first 3 hours (minimum)

each additional hour \$40.00/hour

Libraries are not available for rent.

Athletic Facilities Fees:

Rental will be approved by the Athletic Director and/or the Administrator for Operations

Traylor Stadium/Track:

with Lights \$350.00/event

w/o Lights \$300.00/event

Field Prep \$250.00/event

Home Side Ticket Taker (2) \$30.00/event

Home Side Gate Keeper \$30.00/event

Home Band/Pass/Ticket Taker \$45.00/event

Home Side Off-track Gatekeeper \$30.00/event

Home Side Ticket Seller \$35.00/event

Home Side Money Counter \$45.00/event

Visitor Side Ticket Taker (2) \$30.00/event

Visitor Band/Pass/Ticket Taker	\$40.00/event
Visitor Side Ticket Seller	\$35.00/event
Visitor Side Money Counter	\$45.00/event
Visitor Side Off-track Gatekeeper	\$30.00/event
Announcer	\$50.00/event
Stadium Supervisor	\$30.00/hour
Scoreboard Tech	\$50.00/event
Press Box Manager	\$50.00/event
Concession Manager-Main Stand	\$55.00/event
Concession Cashier	\$50.00/event
Concession Worker	\$10.00/hour
Parking Lot Attendants	\$50.00/event
Parking Lot Attendant – Lead	\$75.00/event
Parking Lot Security (non-uniform)	\$45.00/event
Trainer	\$100.00/event
Clock Operator	\$50.00/event
Security	\$30.00/hour
Police	\$30.00/hour
Custodial Clean Up	\$300.00/event
Sub-Varsity Stadium/Track	
With Lights	\$300.00/event
Without Lights	\$250.00/event

Field Prep \$200.00/event

Baseball/Softball

With Lights \$250.00/event

Without Lights \$175.00/event

Field Prep \$125.00/event

Clean Up \$175.00/event

Junior High Field

Without Lights \$250.00/event

Field Prep \$150.00/event

Clean Up \$175.00/event

All Season Sports

Ticket Box Cashier – Other Athletic Events \$30.00/event

Ticket Takers \$30.00/event

Clock Operators

(Volleyball/Soccer/Basketball) \$10.00/game

Score Keeper

(Volleyball/Soccer/Basketball/Baseball/Softball)

\$10.00/game

Starter (Track/Cross Country) \$100.00/meet

Assistant Starter (Track/Cross Country) \$50.00/meet

Miscellaneous Duty \$10.00/hour

UIL Game Reports (If done by host) \$75.00/event

Summer Sport Programs

Camp Pay Range

Camp Director \$100.00 - \$150.00/day

Camp Assistant Director \$90.00-\$100.00/day

Camp Instructor \$50.00-\$70.00/day

Camp Assistant Instructor \$40.00-\$50.00/day

Natatorium Director \$200.00/day

Natatorium rental:

Facility rental (2 hour minimum) \$75.00/hour

Colorado Timing System Operator \$35.00/event

HYTEK Operator \$35.00/event

Officials (Starter, Turn, Finish Judge) \$10.00/hour

Lifeguard \$15.00/hour

Manager/Supervisor \$30.00/hour

Maintenance/Custodian (if needed) \$20.00/hour

**CONSIDER APPROVAL OF THE SECONDARY CO-CURRICULAR AND
EXTRA-CURRICULAR CODE OF CONDUCT, SECONDARY DRESS AND GROOMING,
AND LAMAR CISD STUDENT CODE OF CONDUCT
FOR THE 2017-2018 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2017-2018 Secondary Co-Curricular and Extra-Curricular Code of Conduct, Secondary Dress and Grooming, and Lamar CISD Student Code of Conduct.

IMPACT/RATIONAL:

The Texas Education Code (TEC), Chapter 37, Discipline, Law and Order, requires each school district to adopt a Student Code of Conduct and Co-Curricular and Extra-Curricular Code of Conduct. Revisions and updates for the 2017-2018 Secondary Co-Curricular and Extra-Curricular Code of Conduct, Secondary Dress and Grooming, and LCISD Student Code of Conduct were recommended by a committee composed of campus personnel, campus administrators, and district administrators.

PROGRAM DESCRIPTION:

The proposed 2017-2018 Secondary Co-Curricular and Extra-Curricular Code of Conduct, Secondary Dress and Grooming, and Lamar CISD Student Code of Conduct is provided under separate cover, with recommended changes highlighted. Summary of major revisions is attached.

Once the Board approves this document, it will be translated into Spanish prior to printing. It will be distributed at the beginning of the school year to students and parents as a separate section in the elementary and secondary student handbooks.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Linda Lane, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Secondary Co-Curricular and Extra-Curricular Code of Conduct
and Lamar CISD Student Code of Conduct
2017-2018
Proposed Revisions**

Page	Omit/Replace/Add
Secondary Dress Code	
Secondary Dress and Grooming Excerpt	Revision: No pajamas No holes or tears above mid-thigh that <u>expose skin</u> are acceptable unless worn over leggings or thighs
Secondary Co-Curricular & Extra-Curricular Code of Conduct	
Page 1-2	Clarification: Co-Curricular and Extra-Curricular expectations
Page 3	Clarification: UIL Eligibility applies to secondary organizations
Page 20-21	Addition: Cheerleading guidelines per the LCISD Athletic Department including out of pocket cost
Page 22-26	Addition: Career and Technical Student Organization Information (CTSO)
Page 28	Addition: Marching band participation guidelines and clearance by athletic trainer
Page 29	Addition: Out of pocket maximum for high school marching band, color guard, and winter guard
Page 36	Addition: Dance participation guidelines and clearance by athletic trainer
Page 37	Addition: Out of pocket maximum for dance team
Lamar CISD Student Code of Conduct	
Page 6	Revision: General Conduct Violations and clarification regarding disciplinary actions
Page 11	Revision: General Conduct Violations and clarification regarding physical restraints

**CONSIDER APPROVAL OF NEW APPRAISERS FOR
TEACHING STAFF, 2016-2017 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2016-2017 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers for the 2016-2017 school year.

Heather Williams

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF DISTRICT LEARNING MANAGEMENT SYSTEM

RECOMMENDATION:

That the Board of Trustees approve the five-year agreement with Instructure for Canvas Learning Management System subscriptions, implementation, training and support in the amount of \$666,610 and authorize the Superintendent to negotiate the final contract.

IMPACT/RATIONALE:

A Learning Management System (LMS) is an online portal for delivering and managing educational courses or training. It places the digital tools used by students and teachers in one place, making it easier for both students and parents to actively engage and collaborate in the course.

Students can access course learning materials, receive notifications, and submit assignments. Teachers can create an interactive learning tool for their students. Teachers can post resources, offer feedback, host and monitor discussion boards and other channels of education, and post, accept, and grade assignments and assessments. The LMS will be used in all grades.

PROGRAM DESCRIPTION:

The purpose of RFP 07-2017ML was to solicit proposals to establish a contract through competitive negotiations for the purpose of providing an internet-based Learning Management System to Lamar Consolidated ISD. The RFP was made publicly available on December 7, 2016 and responses were due January 11, 2017.

All proposals were evaluated by a committee which selected the top two vendors. The top two vendors presented their products on January 25 and 26, 2017 to four different large group committees: (1) technology, (2) teachers and administrators, (3) central administration, and (4) parents and students. A final round evaluation was held on February 3, 2017, with committee members getting to further compare and discuss both products. The final round evaluation resulted in the selection of Canvas from Instructure.

The agreement includes an opt-out clause for years four and five. This program will be paid for from local funds annually according to the agreement.

Submitted by: David Jacobson, Chief Technology Information Officer
 Chad Jones, Director of Technology Development
 Michele Leach, Purchasing and Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

DRAFT

INSTRUCTURE

Services Order Form

Order #: Q-25780-10

Date: 4/11/2017

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Customer Information

Customer:	Lamar Cisd	Billing Contact:	
Contact:	Michele Leach	Billing Phone:	
Phone:	(832) 223-0169	Billing Email:	
Email:	mleach@lcisd.org		
Address:	3911 Ave I		
City:	Rosenberg	P.O. Required?	
State/Province:	Texas	P.O. Number:	
Zip/Postal Code:	77471		
Country:	United States	State Sales Tax Exempt?	

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	User	Cloud SaaS Subscription	9/1/2017	8/31/2018	15,500	USD 3.50	USD 54,250
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2017	8/31/2018	1	USD 10,850.00	USD 10,850
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	9/1/2017	8/31/2018	1	USD 5,425.00	USD 5,425
Year 1 Sub-Total							USD 70,525
Canvas Cloud Subscription	User	Cloud SaaS Subscription	9/1/2018	8/31/2019	31,000	USD 3.50	USD 108,500
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2018	8/31/2019	1	USD 21,700.00	USD 21,700
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	9/1/2018	8/31/2019	1	USD 10,850.00	USD 10,850
Year 2 Sub-Total							USD 141,050
Canvas Cloud Subscription	User	Cloud SaaS Subscription	9/1/2019	8/31/2020	31,000	USD 3.50	USD 108,500
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2019	8/31/2020	1	USD 21,700.00	USD 21,700

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	9/1/2019	8/31/2020	1	USD 5,425.00	USD 5,425
Year 3 Sub-Total							USD 135,625
Canvas Cloud Subscription	User	Cloud SaaS Subscription	9/1/2020	8/31/2021	31,000	USD 3.76	USD 116,560
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2020	8/31/2021	1	USD 23,312.00	USD 23,312
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	9/1/2020	8/31/2021	1	USD 5,828.00	USD 5,828
Year 4 Sub-Total							USD 145,700
Canvas Cloud Subscription	User	Cloud SaaS Subscription	9/1/2021	8/31/2022	31,000	USD 4.04	USD 125,240
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2021	8/31/2022	1	USD 25,048.00	USD 25,048
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	9/1/2021	8/31/2022	1	USD 6,262.00	USD 6,262
Year 5 Sub-Total							USD 156,550
Total							USD 649,450

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Onsite Training (3 Day) Travel Expenses Included	Per Each	Training			2	USD 0.00	USD 0
Standard Implementation	Per Implementation	Implementation			1	USD 11,160.00	USD 11,160
Access Fee	Per Month	Subscription Add-ons	5/1/2017	8/31/2017	4	USD 1,500.00	USD 6,000
Year 1 Sub-Total							USD 17,160
Total							USD 17,160

Grand Total:	USD 666,610.00
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Canvas

Deliverables

As needed, your implementation will include the following:

Expertise and best practices on any SIS import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy.

Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration.

Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.

Access to guides, public courses, and best practices documentation.

Documented best practices for driving high Canvas adoption and usage.

Canvas User

Description

Canvas K-12 subscription based on number of full-time or part-time users (students, teachers, administrators) per year.

Training

Description

Unlimited access for all users to instructor-led online training.

Duration: Instructure will commence the provision of support and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the date of the last signature on this Order Form ("Effective Date"). This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

One Time Opt-Out: Customer has the one time option to cancel remaining years listed on the Order Form after Year 3 by providing written notification to Instructure no later than 60 days prior to the end of Year 3. Any prepaid amounts to Instructure will not be refunded.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:
Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>
Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than **6/30/2016**

Notes



Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 recurring costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Lamar Cisd

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

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Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions (“**Terms**”) that apply to the provision of any products or services by Instructure, Inc. (“**Instructure**”) to the entity identified on the Order Form (“**Customer**”). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the “**Agreement**.” An “**Order Form**” means any order for the provision of products or services signed by Customer.

- 1. Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. “**Service**” means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further described in the Order Form. “**User**” means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
- 2. Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer’s instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
- 3. Customer Responsibilities.** Customer: (a) is solely responsible for Customer Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the Service.
- 4. Instructure Responsibilities.** Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support (“**Support**”) pursuant to the terms of Instructure’s customer support, which is specified at <http://www.canvaslms.com/policies/support-terms>.
- 5. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees (“**Fees**”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.
- 6. Service Level Agreement.** Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% (“**Service Commitment**”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer’s use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer’s sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.
- 7. Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Services will conform to its then current documentation. As Customer’s exclusive remedy and Instructure’s sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
- 8. Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
- 9. Aggregated Data.** As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service.
- 10. Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUMENT DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUMENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO

THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 18, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

11. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

12. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

13. Customer Owned Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service remain the sole property of Customer ("**Customer Content**"). Instructure may use the Customer Content to provide and improve the Services in accordance with this Agreement or Customer's instructions.

14. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

15. Term. The term ("**Term**") of this Agreement shall begin on date identified as the Effective Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 16.

16. Termination. Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain Services, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

17. Suspension of Service. Instructure may immediately suspend the Service and remove applicable Customer Content if Customer and/or its Users have violated a law or the terms of this Agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

18. Infringement. If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other

party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).

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CONSIDER APPROVAL OF DISTRICTWIDE TARDY KIOSK IMPLEMENTATION

RECOMMENDATION:

That the Board of Trustees approve Dell to provide computers, CDWG to provide printers, and GoIT to provide program support not to exceed \$35,000 for the districtwide implementation of Skyward Tardy Kiosk.

IMPACT/RATIONALE:

Tardy Kiosk is a function of Skyward that allows for the automated entry of student tardies via a kiosk station in which a student's ID number is entered and the tardy is created. A pass is then printed allowing the student entry into his/her class. Since the tardy data is entered directly into Skyward, this saves campus staff time in entering the individual tardies, reviewing tardy totals and possible next steps, and communicating with students, parents, and other campus staff. Tardy Kiosk is already included in Skyward at no additional cost. Tardy Kiosk replaces a third-party application in use at seven campuses, therefore saving the district money in the long run.

PROGRAM DESCRIPTION:

To support campuses in the implementation of the new Skyward Tardy Kiosk, computer packages (Laptop, USB Number Pad, and Laptop Lock) and receipt printers are needed.

	Total Campuses	Computer Packages per Campus	Printers per Campus	USB Number Pads per Campus	Total Cost per Campus	Total Cost
ES	24	0	1 (\$300)	1 (\$21)	\$321	\$7,704
MS	4	0	1 (\$300)	1 (\$21)	\$321	\$1,284
JH	5	2 (\$1,362)	2 (\$600)	2 (\$42)	\$2,004	\$ 10,020
HS	5	2 (\$1,362)	2 (\$600)	2 (\$42)	\$2,004	\$ 10,020
Total Hardware						\$29,028

Vendor support for implementation is estimated at \$5,000-\$6,000. Each vendor offers products and services through a cooperative purchasing agreement. Tardy Kiosk is part of the continued expansion and implementation of Skyward. This project will be funded from savings from the 2011 bond Skyward budget.

Submitted by: David Jacobson, Chief Technology Information Officer
 Chad Jones, Director of Technology Development

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

INFORMATION ITEM: 2016-2017 SUMMER SCHOOL

Each summer, Lamar CISD provides identified students with opportunities to attend a summer academic program.

PK/K LEP Summer School Program

Bilingual/ESL students advancing from pre-kindergarten to kindergarten and from kindergarten to first grade will be offered a program to address the affective, linguistic, and cognitive needs of English Language Learners. The instructional program will focus on language development and essential knowledge and skills appropriate to the level of the student.

Elementary 5th Grade SSI

Students in grade 5 who did not meet Level II standards on the Reading STAAR test or the Math STAAR test will receive intensive accelerated reading and math instruction. These students will take the STAAR Reading assessment (third administration) and/or the STAAR Math assessment (third administration) as a part of Summer School.

Elementary Summer School Camp

Students in grades 2nd- 4th from Travis, Bowie, Smith, Pink, and Thomas will receive supplemental reading and math academic support. Students will be selected based on their DRA level (2nd grade) and Benchmark data/STAAR scores (3rd- 4th grades).

Required Student SSI (8th) and EOC (High School) Tutorials & Re-test: Session #1

Students who did not meet Level II standards on the Reading or Math STAAR assessment or a high school EOC assessment will receive intensive accelerated instruction in preparation for the STAAR/EOC re-assessment.

Summer School: Session #2 & #3

Students in grades 6th, 7th & 8th who did not successfully pass their core content course will be required to attend summer school to receive intensive accelerated remediation in preparation for the next grade level.

Students in grades 8th, 9th, 10th, 11th, and 12th are eligible to take original credit courses during summer school. Students needing to recover credits in the core content courses are eligible for credit restoration credit during summer school.

Special Education

Special Education and ELL students who meet eligibility criteria at a grade level will be included in the programs above. Special education students who are expected to regress over the summer months will be provided extended school year (ESY) services specified on an individual basis by the ARD/IEP committee. Summer Blast is a reading and math program developed for students based on teacher recommendations and ARD committee approval to maintain their understanding of reading and math strategies and concepts over the summer. Through the use of direct, small group interventions, games and computer-based programs students will receive intensive interventions in a fun-filled environment.

Funding for the summer 2017 programs will be provided through Local Budget, State Compensatory Education (SCE), Part A funds and special education.

Resource Persons: Linda Lane, Executive Director of Elementary
 Leslie Haack, Executive Director of Secondary



Lamar Consolidated ISd

Summer 2017



Elementary Summer School Schedule:

PK/K LEP Summer School Program: Taylor Ray Elementary

Monday, June 5-Friday, June 30, 2017

Training/Set-up: Saturday, June 3, 2017

Workday: 7:15 a.m. – 2:45 p.m. /Student School Day: 7:45 a.m. – 2:30 p.m.

Tuition: No Cost

Elementary 5th Grade SSI: Travis Elementary

Monday, June 5 – Wednesday, June 21, 2017

Training/Set-up: Saturday, June 3, 2017

Workday: 7:15 a.m. – 2:45 p.m. / Student School Day: 7:30 a.m. – 2:30 p.m.

Tuition: No Cost

Summer School Camp: Long Elementary

Thursday, July 6, 2017 – Friday, July 21, 2017

Training/Set-up: Wednesday, July 5, 2017

Workday: 7:30 a.m. – 3:00 p.m. /Student School Day: 7:45 a.m. – 2:45 p.m.

Tuition: No Cost

Secondary Summer School Schedule:

Course Registration opens on Monday, May 1, 2017

Session #1: SSI/EOC Tutorials & Re-Test (Location: LCHS)

- Monday, June 5 – Friday, June 16, 2017: SSI & EOC Tutorials
- Monday, June 19-Friday, June 23, 2017: SSI & EOC Re-Tests
- Work Day: 8:00 a.m. – 4:00 p.m./Student school day is 8:15 a.m. – 3:30 p.m.
- Tuition: No Cost

Session #2: Summer School Session (Location: LCHS & LJJ)

- Monday, June 26-Thursday, July 13, 2017
- Work Day: Friday, July 14, 2017
- Work Day: 8:00 a.m. – 4:00 p.m./Student school day is 8:15 a.m. – 3:30 p.m.
- Tuition:
 - a. Original Credit: \$150.00 per session/Free & Reduced scholarships available
 - b. Credit Restoration: No Cost

Session #3: Summer School Session (Location: LJJ)

- Monday, July 17-Tuesday, August 2, 2017
- Work Day: Thursday, August 3, 2017
- Work Day: 8:00 a.m. – 4:00 p.m./Student school day is 8:15 a.m. – 3:30 p.m.
- Tuition: Same as Session #2

INFORMATION ITEM: 2016-2017 SCHOOL HEALTH ADVISORY COUNCIL

The School Health Advisory Council (SHAC) is a school board appointed advisory group of individuals who represent different segments of the community. The Lamar CISD SHAC is comprised of students, parents, community members and staff working together to improve the health of all students and families through a coordinated school health program.

Past SHAC areas of focus:

- K-12 Physical education
- K-5 Physical activity and recess
- 7-12 Health education including sexuality instruction
- K-12 Nutrition guidelines and education
- LCISD Staff Wellness & Lifestyle Program

Recommended 2017-2018 SHAC areas of focus include:

- 7-12 Health education including sexuality instruction
- K-12 Nutrition guidelines, education and food fundraising policies
- LCISD Staff Wellness & Lifestyle Program
- Whole School, Whole Community, Whole Child Model

Resource Persons: Nikki Nelson, Director of Athletics
 Marsha Beck, Lead Nurse
 Leslie Haack, Executive Director of Secondary Education

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MARCH 31, 2017)**

- Exhibit "A" gives the LCISD collections made during the month of March 31, 2017.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through March 31, 2017, LCISD had collected 96.9 % of the 2016-17 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2016-2017.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
March 2017**

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
16	\$ 2,553,275.23	\$ 186,572.37	\$ 8,888.43	\$ 2,748,736.03	\$ 1,910,387.15	\$ 148,483.78	\$ 642,888.08	\$ 46,977.02
15	\$ 81,971.23	\$ 20,686.44	\$ 15,022.14	\$ 117,679.81	\$ 61,331.71	\$ 30,499.97	\$ 20,639.52	\$ 5,208.61
14	\$ 22,003.24	\$ 5,806.24	\$ 4,051.88	\$ 31,861.36	\$ 16,463.05	\$ 8,396.18	\$ 5,540.19	\$ 1,461.94
13	\$ 17,987.47	\$ 3,081.18	\$ 1,634.14	\$ 22,702.79	\$ 13,458.39	\$ 3,939.50	\$ 4,529.08	\$ 775.82
12	\$ 13,038.01	\$ 1,617.85	\$ 687.57	\$ 15,343.43	\$ 9,755.16	\$ 1,898.04	\$ 3,282.85	\$ 407.38
11	\$ 13,930.28	\$ 1,390.43	\$ 366.57	\$ 15,687.28	\$ 10,222.35	\$ 1,386.90	\$ 3,707.93	\$ 370.10
10	\$ 9,619.11	\$ 1,867.90	\$ 403.83	\$ 11,890.84	\$ 7,190.62	\$ 1,800.15	\$ 2,428.49	\$ 471.58
09	\$ 1,990.23	\$ 1,290.02	\$ 176.43	\$ 3,456.68	\$ 1,689.88	\$ 1,267.12	\$ 300.35	\$ 199.33
08	\$ 2,720.42	\$ 2,356.83	\$ 735.01	\$ 5,812.26	\$ 2,267.83	\$ 2,684.96	\$ 452.59	\$ 406.88
07	\$ 1,969.44	\$ 1,851.59	\$ 544.03	\$ 4,365.06	\$ 1,643.14	\$ 2,083.39	\$ 326.30	\$ 312.23
06	\$ 3,326.89	\$ 3,036.52	\$ 442.40	\$ 6,805.81	\$ 2,862.66	\$ 3,055.61	\$ 464.23	\$ 423.31
05	\$ 191.32	\$ 229.10	\$ 64.45	\$ 484.87	\$ 161.80	\$ 258.27	\$ 29.52	\$ 35.28
04	\$ 274.95	\$ 434.42	\$ 127.36	\$ 836.73	\$ 241.80	\$ 509.40	\$ 33.15	\$ 52.38
03	\$ 30.12	\$ 50.28	\$ 11.79	\$ 92.19	\$ 25.44	\$ 54.20	\$ 4.68	\$ 7.87
02	\$ 202.05	\$ 284.10	\$ 47.83	\$ 533.98	\$ 184.59	\$ 308.41	\$ 17.46	\$ 23.52
01	\$ 25.35	\$ 49.18	\$ 11.18	\$ 85.71	\$ 25.35	\$ 60.36	\$ -	\$ -
00	\$ 25.35	\$ 52.22	\$ 11.64	\$ 89.21	\$ 25.35	\$ 63.86	\$ -	\$ -
99	\$ 25.35	\$ 55.26	\$ 12.09	\$ 92.70	\$ 25.35	\$ 67.35	\$ -	\$ -
98	\$ 25.35	\$ 58.31	\$ 12.55	\$ 96.21	\$ 25.35	\$ 70.86	\$ -	\$ -
97	\$ 25.35	\$ 61.35	\$ 13.01	\$ 99.71	\$ 25.35	\$ 74.36	\$ -	\$ -
96 & prior	\$ 83.64	\$ 225.78	\$ 31.79	\$ 341.21	\$ 82.48	\$ 254.49	\$ 1.16	\$ 3.08
Totals	\$ 2,722,740.38	\$ 231,057.37	\$ 33,296.12	\$ 2,987,093.87	\$ 2,038,094.80	\$ 207,217.16	\$ 684,645.58	\$ 57,136.33

**Lamar Consolidated ISD
Tax Collections
September 1, 2016-August 31, 2017
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 3/31/2017
16	\$ 190,749,742.17	\$ 7,222,105.75	\$ 197,971,847.92	\$ 191,780,058.11	\$ 352,543.12	\$ 15,219.20	\$ 192,147,820.43	\$ 6,191,789.81
15	\$ 1,461,782.15	\$ (139,553.95)	\$ 1,322,228.20	\$ 570,287.10	\$ 144,128.72	\$ 156,501.60	\$ 870,917.42	\$ 751,941.10
14	\$ 542,294.32	\$ 59,690.60	\$ 601,984.92	\$ 236,891.87	\$ 40,105.18	\$ 30,193.87	\$ 307,190.92	\$ 365,093.05
13	\$ 376,208.38	\$ 64,765.67	\$ 440,974.05	\$ 167,051.71	\$ 18,075.33	\$ 10,536.62	\$ 195,663.66	\$ 273,922.34
12	\$ 351,985.57	\$ 88,765.76	\$ 440,751.33	\$ 182,587.38	\$ 15,208.24	\$ 8,233.91	\$ 206,029.53	\$ 258,163.95
11	\$ 306,018.43	\$ 76,605.73	\$ 382,624.16	\$ 166,406.32	\$ 11,972.33	\$ 5,187.73	\$ 183,566.38	\$ 216,217.84
10	\$ 239,335.19	\$ 16,600.83	\$ 255,936.02	\$ 71,905.00	\$ 10,929.91	\$ 3,636.69	\$ 86,471.60	\$ 184,031.02
09	\$ 180,590.36	\$ (1,336.69)	\$ 179,253.67	\$ 20,290.08	\$ 15,658.10	\$ 4,891.27	\$ 40,839.45	\$ 158,963.59
08	\$ 166,608.20	\$ (168.43)	\$ 166,439.77	\$ 9,064.23	\$ 7,758.95	\$ 2,391.54	\$ 19,214.72	\$ 157,375.54
07	\$ 184,194.57	\$ (211.77)	\$ 183,982.80	\$ 6,071.99	\$ 5,864.89	\$ 1,895.48	\$ 13,832.36	\$ 177,910.81
06	\$ 100,034.63	\$ (108.95)	\$ 99,925.68	\$ 10,266.53	\$ 10,848.99	\$ 3,024.72	\$ 24,140.24	\$ 89,659.15
05	\$ 136,302.28	\$ (104.07)	\$ 136,198.21	\$ 4,299.70	\$ 4,895.05	\$ 1,488.61	\$ 10,683.36	\$ 131,898.51
04	\$ 59,637.69	\$ (85.22)	\$ 59,552.47	\$ 5,826.68	\$ 8,112.60	\$ 2,479.29	\$ 16,418.57	\$ 53,725.79
03	\$ 45,396.95	\$ (83.05)	\$ 45,313.90	\$ 4,777.62	\$ 6,955.48	\$ 1,509.80	\$ 13,242.90	\$ 40,536.28
02	\$ 30,765.07	\$ (82.55)	\$ 30,682.52	\$ 3,693.15	\$ 5,536.69	\$ 1,048.93	\$ 10,278.77	\$ 26,989.37
01	\$ 28,187.49	\$ (81.90)	\$ 28,105.59	\$ 3,546.80	\$ 5,674.73	\$ 1,094.89	\$ 10,316.42	\$ 24,558.79
00	\$ 24,848.63	\$ (89.16)	\$ 24,759.47	\$ 3,548.94	\$ 6,090.36	\$ 1,130.66	\$ 10,769.96	\$ 21,210.53
99	\$ 25,968.92	\$ (39.44)	\$ 25,929.48	\$ 3,989.82	\$ 7,492.17	\$ 1,416.66	\$ 12,898.65	\$ 21,939.66
98	\$ 17,522.54	\$ (31.33)	\$ 17,491.21	\$ 3,750.00	\$ 7,401.26	\$ 1,352.64	\$ 12,503.90	\$ 13,741.21
97	\$ 15,955.33	\$ (26.56)	\$ 15,928.77	\$ 3,937.79	\$ 8,242.56	\$ 1,491.13	\$ 13,671.48	\$ 11,990.98
96	\$ 8,752.54	\$ (26.22)	\$ 8,726.32	\$ 3,269.78	\$ 6,856.25	\$ 1,080.67	\$ 11,206.70	\$ 5,456.54
95	\$ 4,709.94	\$ (37.62)	\$ 4,672.32	\$ 1,006.54	\$ 2,628.49	\$ 545.26	\$ 4,180.29	\$ 3,665.78
94 & prior	\$ 18,618.14	\$ (18.00)	\$ 18,600.14	\$ 3,155.57	\$ 9,023.17	\$ 1,812.20	\$ 13,990.94	\$ 15,444.57
Totals	\$195,075,459.49	\$7,386,449.43	\$202,461,908.92	\$193,265,682.71	\$712,002.57	\$258,163.37	\$194,235,848.65	\$9,196,226.21

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

MONTH	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
DEC	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
JAN	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
FEB	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
MAR	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
APR		97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
MAY		98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
JUNE		98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
JULY		99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
AUG		99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 TAX COLLECTIONS
AS OF MARCH 31, 2017**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3/31/2017	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$191,780,058	100.51%
2015 & Prior	2015-16 & Prior	\$2,150,000	\$1,485,625	69.10%
TOTAL		\$192,957,570	\$193,265,683	100.16%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MARCH 31, 2017**

Exhibit E

SCHOOL YEAR TAX YEAR	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016
COLLECTION YEAR						
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 191,780,058
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 7,222,106
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 570,287	
Adj. To Roll	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 165,920	\$ (139,554)	
3 Collections	\$ 286,833	\$ 315,459	\$ 333,212	\$ 236,892		
Adj. To Roll	\$ 162,075	\$ 445,748	\$ (49,699)	\$ 59,691		
4 Collections	\$ 308,264	\$ 252,058	\$ 167,052			
Adj. To Roll	\$ 518,252	\$ (88,980)	\$ 64,766			
5 Collections	\$ 232,737	\$ 182,587				
Adj. To Roll	\$ (92,801)	\$ 88,766				
6 Collections	\$ 166,406					
Adj. To Roll	\$ 76,606					
TOTAL:						
COLLECTIONS	\$ 138,027,709	\$ 142,050,681	\$ 149,460,352	\$ 161,659,025	\$ 178,598,845	\$ 191,780,058
ADJUSTED TAX ROLL	\$ 138,243,927	\$ 142,308,844	\$ 149,734,274	\$ 162,024,118	\$ 179,350,786	\$ 197,971,848
BALANCE TO BE COLLECTED	\$ 216,217	\$ 258,164	\$ 273,922	\$ 365,093	\$ 751,941	\$ 6,191,790
ADJ. TAXABLE VALUE	\$ 9,945,248,497	\$ 10,237,678,083	\$ 10,771,862,470	\$ 11,655,992,110	\$ 12,902,470,128	\$ 14,242,066,682
TOTAL % COLLECTIONS AS OF MARCH 31, 2017	99.8%	99.8%	99.8%	99.8%	99.6%	96.9%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (Huggins ES Parent Drive)	Application # 4	\$ 40,172.16
Drymalla Construction (Lindsey Elementary)	Application #10	\$ 1,608,403.20
EAB (Bentley ES)	Application # 5	\$ 3,135.00
Gamma Construction (Bentley ES)	Application #16	\$ 168,606.00
Gilbane (2011 Bond Program)	Application #59	\$ 46,145.00
KCI Technologies (Fulshear HS Water Well)	Application #1A	\$ 12,427.33
KCI Technologies (Fulshear HS Water Well - Reimbursables)	Application #1B	\$ 10,930.33
PBK Architects (Bentley ES)	Application #14	\$ 8,899.00
PBK Architects (Foster HS - Pool)	Application # 7	\$ 85,800.00
PBK Architects (Foster HS - Pool)	Application # 8	\$ 42,900.00
PBK Architects (Fulshear HS)	Application #25	\$ 24,126.76
PBK Architects (Fulshear HS)	Application #26	\$ 30,158.43
PBK Architects (Fulshear HS - Pool)	Application # 7	\$ 50,050.00

PBK Architects (Fulshear HS - Pool)	Application # 8	\$	25,025.00
PBK Architects (George Ranch HS - Pool)	Application # 7	\$	50,050.00
PBK Architects (George Ranch HS - Pool)	Application # 8	\$	25,025.00
PBK Architects (Leaman JHS)	Application #23	\$	6,549.10
PBK Architects (Leaman JHS)	Application #24	\$	8,186.38
PBK Architects (Lindsey ES)	Application #16	\$	2,911.68
PBK Architects (Lindsey ES)	Application #17	\$	22,911.67
PBK Architects (Natatorium #2)	Application #27	\$	2,809.08
PBK Architects (Natatorium #2)	Application #29	\$	1,560.60
PBK Architects (Natatorium #2)	Application #30	\$	2,496.96
PBK Architects (Natatorium #2)	Application #31	\$	936.36
PBK Architects (Support Services)	Application # 5	\$	171,072.00
PBK Architects (Support Services)	Application # 6	\$	45,619.20
PBK Architects (Terry HS Baseball - Reimbursables)	Application # 3	\$	980.72
PBK Architects (Transportation Satellite)	Application #15	\$	5,586.92

Roadrunner (Bentley ES)	Application # 1	\$	1,683.00
Roadrunner (Bentley ES)	Application # 1	\$	1,690.00
Terracon (Ag Barn #2)	Application # 5	\$	1,361.00
Terracon (Ag Barn #2)	Application # 6	\$	3,090.50
VLK Architects (Carter ES)	Application # 4	\$	210,276.00
VLK Architects (Carter ES - Reimbursables)	Application # 2	\$	409.54
VLK Architects (Lamar CHS Band Hall)	Application # 4	\$	750.00
VLK Architects (Lamar CHS Band Hall - Reimbursables)	Application # 3	\$	1,847.23
VLK Architects (Terry HS Band Hall)	Application # 4	\$	750.00
VLK Architects (Terry HS Band Hall - Reimbursables)	Application # 4	\$	1,847.21
Vanir, Rice & Gardner (2014 Bond Program)	Application #21	\$	198,418.00

Resource person: Kevin McKeever, Administrator for Operations



**10.B.#3a. – PLANNING
BOARD REPORT
APRIL 20, 2017**

**Monthly Report
2011 Bond Program**



Ag Barn #2 is a new 15,600 sf facility located on FM 359.



Current 2011 Bond Program Projects:

- ❖ Proposals from five contractors were received on July 26, 2016. BLS Construction was approved by the Board at the regular August meeting. Notice to proceed was issued October 5, 2016 (approximately one month later than anticipated).
- ❖ The project is on schedule and is approximately 60% complete.
- ❖ Site utilities have been and final connection have been made.
- ❖ Erection of metal building is complete.
- ❖ Masonry is ongoing and is approximately 95% complete.
- ❖ Plumbing rough-in is in progress and is 95% complete.
- ❖ Electrical rough-in is in progress and is approximately 85% complete.
- ❖ Site paving work is ongoing.



Adolphus Elementary

2011 Bond Closed Projects:

Adolphus Elementary

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



Ag Barn renovations

Agricultural Barn Renovations

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



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

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



Polly Ryon Middle School

Polly Ryon Middle School

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



Traylor Stadium Track & Turf

Traylor Stadium Track & Turf

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

District Competition Natatorium

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



BF Terry High School

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

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



Lamar High School

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



Bowie Elementary School

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



Jackson Elementary School

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

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



Alternative Learning Center

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

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



Austin Elementary School

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

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



Foster High School

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

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



Lamar High School

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

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



Travis Elementary School

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



Arredondo Elementary School

Arredondo Elementary School (Richmond TX):

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX.



Traylor Stadium

The Traylor Stadium:

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



Meyer Elementary

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

Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls.

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls.

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls.



Navarro MS

Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy.

Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler.



Dickinson Elementary

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting.

Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.

Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting.

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler.



Seguin Early Childhood Center

Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas.



Fulshear HS

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



Dean Leaman JHS



Field House

COMMUNITY SITES

- A Fort Bend County Fairgrounds
- B George Memorial Public Library
- C Oak Bend Medical Center
- D Rosenberg Civic Center

SECONDARY CAMPUSES

- H1 Foster HS
- H2 Fulshear HS
- H3 George Ranch HS
- H4 Lamar Consolidated HS
- H5 Terry HS
- J1 Briscoe JH
- J2 George JH
- J3 Lamar JH
- J4 Leaman JH
- J5 Reading JH
- M1 Navarro MS
- M2 Ryon MS
- M3 Wertheimer MS
- M4 Wessendorff MS

ELEMENTARY CAMPUSES

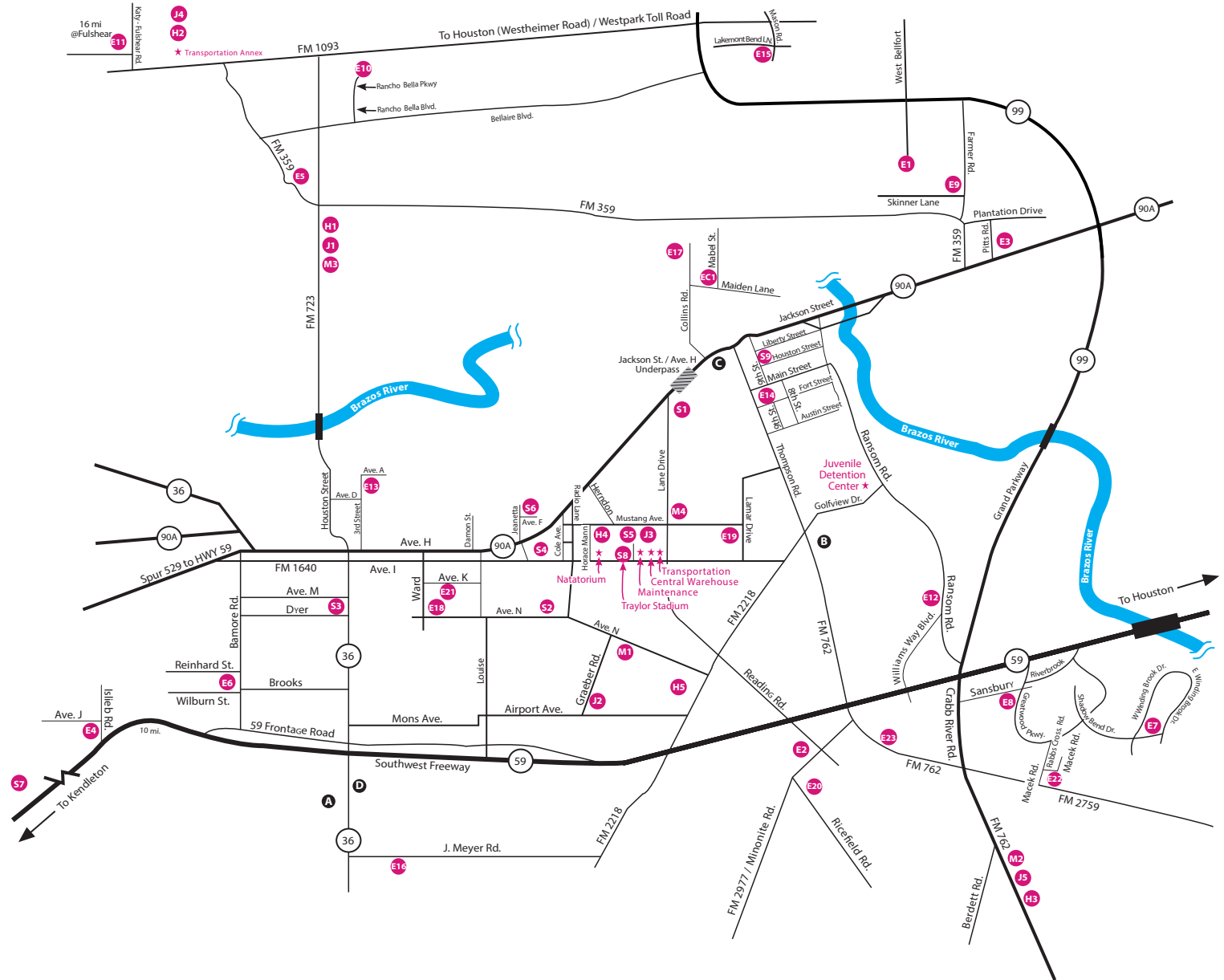
- E1 Adolphus ES
- E2 Arredondo ES
- E3 Austin ES
- E4 Beasley ES
- E5 Bentley ES
- E6 Bowie ES
- E7 Campbell ES
- E8 Dickinson ES
- E9 Frost ES
- E10 Hubenak ES
- E11 Huggins ES
- E12 Hutchison ES
- E13 Jackson ES
- E14 Long ES
- E15 McNeill ES
- E16 Meyer ES
- E17 Pink ES
- E18 Ray ES
- E19 Smith ES
- E20 Thomas ES
- E21 Travis ES
- E22 Velasquez ES
- E23 Williams ES
- EC1 Seguin Early Childhood Center

SPECIAL SITES

- S1 1621 Place
- S2 Administrative Annex
- S3 Alternative Learning Center
- S4 Brazos Crossing Administration Building
- S5 Development Center
- S6 Fort Bend Alternative School
- S7 Powell Point
- S8 Athletics/Traylor Stadium
- S9 Special Needs Center

DISTRICT MAP

Elementary, Middle, Junior High, High School and Special Sites
 3911 Avenue I ♦ Rosenberg, Texas 77471 ♦ 832-223-0000 (main) ♦ www.lcisid.org



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,124,687.72	885,367.28	20,282,961.03	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	20,176,651.65	3,594,209.35	16,059,823.81	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	2,287,634.00	22,671,770.00	1,573,033.19	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	141,330.00	848,670.00	74,957.66	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	94,500.00	1,056,000.00
LCHS Band Hall	700,000.00	81,475.00	618,525.00	58,086.09	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	462,893.00	1,056,000.00
Natorium - Foster High School	8,855,872.00	952,323.00	7,903,549.00	440,629.00	8,855,872.00
Natorium - Fulshear High School	8,855,872.00	766,898.00	8,088,974.00	369,600.00	8,855,872.00
Natorium - George Ranch High School	8,855,872.00	773,473.00	8,082,399.00	365,525.00	8,855,872.00
Support Services Center	12,146,000.00	1,229,478.00	10,916,522.00	855,886.00	12,146,000.00
THS Band Hall	700,000.00	102,540.00	597,460.00	57,946.07	700,000.00
*THS Baseball	2,400,000.00	116,400.00	2,283,600.00	80,266.01	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	48,417,868.37	67,978,067.63	40,805,356.86	116,395,936.00
Bond Sale 2					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,878,602.00	0.00	81,145,098.00
Grand Total	197,541,034.00	51,684,364.37	145,856,669.63	40,805,356.86	197,541,034.00

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	0.00	800,000.00	0.00	800,000.00
Huggins Elementary School	700,000.00	672,447.00	27,553.00	645,057.31	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	48,000.00	1,200,000.00
Site Lighting	1,600,000.00	0.00	1,600,000.00	0.00	1,600,000.00
Grand Total	4,300,000.00	1,706,527.00	2,593,473.00	693,057.31	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects and contractors. We are the liaison between LCISD Administration, Departments and Schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

Accomplishments This Month:

- Opened bids within budget for Pink Elementary School repairs.
- Advertised Competitive Sealed Proposals for the natatoriums, Carter Elementary School, HVAC controls and the Terry High School baseball complex renovations.
- Continued marketing contractors to bid Lamar CISD projects.

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- Current Phase: Close Out
- Construction Start: October 16, 2015
- Moved In: December 30, 2016
- First Day of School: January 3, 2017

OVERVIEW

- Opened new Bentley Elementary on January 3, 2017.
- Traffic signal equipment is being installed – completion planned in May 2017.
- The punch list is approximately 99% complete.

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



OVERVIEW

- Exterior brick is complete.
- Exterior windows are complete.
- Ceiling grid and lighting is installed in many areas.
- Ceramic tile in restrooms is 75% complete.
- Final site grading is underway and trees to be planted.
- Above ceiling inspection underway.
- Casework is installed.
- Interior doors being installed.
- Construction is on-schedule.
- As of 3/31/17, the construction contract is 75% complete.

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

DON CARTER ELEMENTARY SCHOOL



EXTERIOR PERSPECTIVE MAIN ENTRY



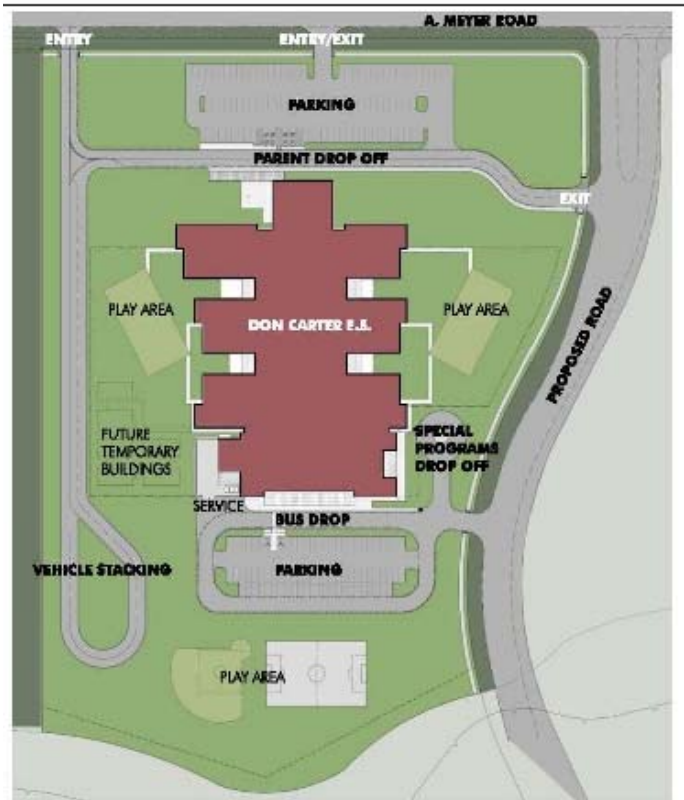
DON CARTER ELEMENTARY SCHOOL LAHAR CISD
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT



INTERIOR PERSPECTIVE COLLABORATION SPACE



DON CARTER ELEMENTARY SCHOOL LAHAR CISD
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT



OVERVIEW

- Construction documents are complete.
- LCISD departmental reviews are complete.
- Competitive Sealed Proposals are due the end of April 2017.
- Color selections for the building have been presented and reviewed by District staff.
- The site design has been completed following the preliminary design of the new road to be constructed on the east boundary of the school.

SCHEDULE MILESTONES

- Current Phase: Bidding
- Project will bid April 27, 2017
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018

SUPPORT SERVICES CENTER



Maintenance and Operations



Support Services

The Support Services facility project will provide space to expand Purchasing & Materials Management, Food Service Support, Maintenance & Operations and Graphic Arts

SCHEDULE MILESTONES

- Current Phase: Bidding
- Project will bid May 2, 2017
- Construction Start:
 - Phase 1: 2nd Quarter 2017
 - Phase 2: 1st Quarter 2018

OVERVIEW

- Construction documents are complete.
- LCISD departmental reviews are complete.
- Competitive Sealed Proposals are due the beginning of May 2017.
- Construction phasing plan has been developed to move Maintenance and Operations to the new facility and then renovate the existing buildings while keeping Purchasing and Food Service operational.

Phase 1

- Maintenance and Operations will be constructed on the new site.

Phase 2

- Existing structures currently housing M&O, Purchasing and Food Service will be renovated. A new dock area and enclosed link will be constructed between the two existing buildings.

NATATORIUMS
Foster High School
Fulshear High School
George Ranch High School



George Ranch Site

OVERVIEW

- Construction documents are complete.
- LCISD departmental reviews are complete.
- Competitive Sealed Proposals are due the end of April 2017.

SCHEDULE MILESTONES

- Current Phase: Bidding
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018

BASEBALL COMPLEX RENOVATIONS

Terry High School



PROJECT SCOPE

Major elements include:

New bleachers, new dugouts, new ticket / restroom / concessions building, new press boxes, new softball field lighting, new parking and paving.

SCHEDULE MILESTONES

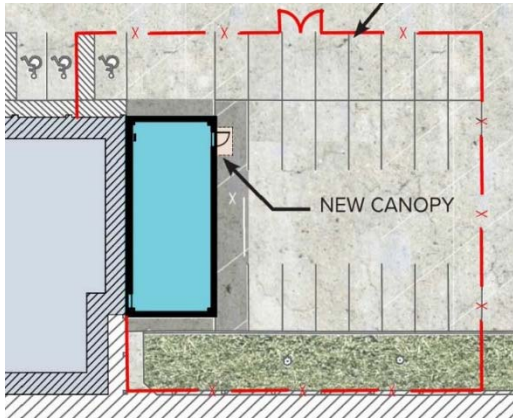
- Current Phase: Bidding
- Construction Start: 2nd Quarter 2017
- Substantial Completion: 4th Quarter 2017

OVERVIEW

- Construction documents are complete.
- LCISD departmental reviews are complete.
- Competitive Sealed Proposals are due April 11, 2017.
- Anticipated contract award scheduled for May 2017.
- Construction is planned to be phased to work around the baseball and softball seasons.

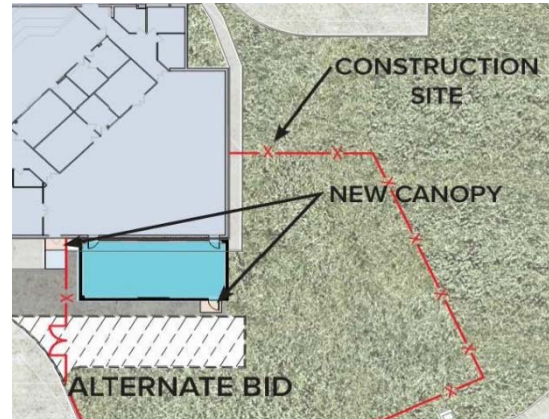
BAND HALL ADDITION

Lamar Consolidated High School



Lamar CHS New Rehearsal Hall

Terry High School



Terry HS New Rehearsal Hall

SCHEDULE MILESTONES

- Current Phase: Award
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- IKLO Construction was awarded the construction contract at the March Board meeting.
- Notice of Award and Notice to Proceed to be issued in April 2017.

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



SCHEDULE MILESTONES

- Current Phase: Close Out
- Construction Completion: January 2017

OVERVIEW

- Close-out documents are being finalized in preparation for recommending acceptance and final payment to the contractor.

SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW

- A detailed program of requirements and building area requirements have been developed by the Architects following multiple meetings with the Building Committee.
 - Satellite Ag Barn #2 and #3 have been programmed together.
 - A site for the Satellite Ag Barn #3 has not been selected.
 - Project is on hold until a site has been identified.
-

HVAC WEB-BASED CONTROLS



SCHEDULE MILESTONES

- Current Phase: Bidding
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- Construction documents are complete.
 - LCISD departmental reviews are complete.
 - Competitive Sealed Proposals are due in April 2017.
 - Anticipated contract award scheduled for May 2017.
 - The work will include replacing control systems to communicate to the District Maintenance staff over the internet, replacing the dial-up modems currently in use at 8 sites.
-

CHILLER REPLACEMENT



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- Seguin, Travis, and Alternative Learning Center chiller replacements are scheduled for April 2017.
- The remaining larger chillers are scheduled for replacement in June 2017.
- Six schools:
 - Alternative Learning Center
 - Frost Elementary School
 - Huggins Elementary School
 - Seguin Early Childhood Center
 - Travis Elementary School
 - Wessendorff Middle School

ACCESS CONTROLS



SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 3rd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- Project is planned to provide a system to allow card access to all schools in the District.
- The type of access door hardware has been selected for the card access system.
- The possible access control software systems are being reviewed and evaluated to determine the best system that will meet the needs of the District.
- Budget is planned for certain doors to be accessible at existing schools:
 - High Schools – 5 Doors
 - Junior High Schools – 5 Doors
 - Middle Schools – 3 Doors
 - Elementary Schools – 3 Doors

SITE LIGHTING



SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 3rd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- Project is planned to replace all exterior pole lights and building wall pack lights on schools and support facilities in the District with new LED fixtures.
- 46 sites are included in this project.
- Engineers are performing site inspections to document the conditions at each location in preparation of bid documents.

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
 - **Elementary #27**
 - **Elementary #28**
 - **Roberts Middle School**
 - **Fulshear HS Shell Space Build-Out**

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Completed March 2016

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. The Anchor Group has submitted materials specifications which have been approved. Campbell and Hubenak have been delayed due to portable building moves. All gates with panic hardware are now starting to arrive. This was a long lead item. There are a few adjustments that will need to be made as this project come to a close.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Travis Elementary and Seguin Early Childhood Center chillers were replace during the weekend of April 7-9th. The large chillers are now scheduled for this summer.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. KCI is currently preparing a set of specifications for the procurement process. They have been visiting every site in the district.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. Substantial Completion was January 17th. Currently waiting for the Texas Department of License and Regulations Report to close this project out.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has started the design process for the access control project. They have started visiting every school to create a set of specifications.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner. At the August Board Meeting the Board of Trustees approved additional scope for this project and approved the additional funds to cover the project from the 2011 available funds. Bids will be received and open on April 11, 2017.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

During the month of March, the following changes were made:

Trainees hired:	8
Drivers leaving the Dept.	2
Full time drivers hired:	5
Drivers waiting driving test	2
Bus aides hired:	1

Hiring Incentive Paid:	Employee	Referrer
Initial	0	0
Six months	2	0

ACCIDENTS:

The department had 3 on the road accidents in March.

Date	Bus #	Location	Act	Preventable	Experience
03/06/2017	413	Hit a portable basketball goal	Harpers Dr.	Preventable	4 years
03/08/2017	417431	Bus and car sideswiped in a curve on a narrow road	Muegge Rd.	Preventable	2 years
03/27/2017	119	Hit a side mirror	Ave H & Jackson	Preventable	1 year

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	348	22,322	389	3,111	1,474
Fulshear	193	13,191	135	881	1,057

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of eight (8) breakdowns where the bus needed attention or replacement on the road.

Fuel Usage	Rosenberg	Fulshear
Diesel	28,631	10,318
Unleaded	5,497	308

ROUTING AND SCHEDULING:

We have the following routes in operation

Track	AM / PM Routes	Mid-day Routes
Blue	29	4
Red	45	9
Gold	37	6
Maroon	45	8
Purple	15	4
Special Needs	38	34
Contracted with ALC	10 routes / 18 students	

We are still transporting 243 displaced students.

TRAINING AND OTHER EVENTS:

On March 1st Mike Jones, Randy Boatman, Stephen Sluder, and Brenda Bernander attended a personnel workshop at Tomball ISD presented by the Texas Association of School Personnel Administrators. Sessions addressed hiring, training, conflict resolution, the grievance process, and other topics. The department held a maroon track safety meeting on March 29th. Topics discussed were railroad crossing safety and traffic flow in and out of the Rosenberg terminal.

STUDENT DISCIPLINE:

A total of 259 discipline reports were issued in March.

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

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

The total cost of the District's Health Plan (Medical and Pharmacy) continues to moderate with the strategic planning changes that have been made over the past several plan years. The total cost (plan fixed cost plus net paid medical/pharmacy claims) for the 2015-2016 plan year was 10.94% lower than the 2014-2015 plan year. The 2016-2017 plan year-to-date total cost continues to trend downward, estimated to be 3.26% lower than the 2015-2016 plan year end cost. Overall Medical and Pharmacy costs continue to rise at a rate much higher than the Consumer Price Index, and the cost of compliance continues to add stress to the ongoing efforts to control the total cost of the District's Health Plans.

We are recommending for the following for the 2017-2018 Plan Year:

- No benefit changes to the six (6) Medical/Pharmacy plans offers
 - Three (3) Exclusive Provider Plans (EPO) – [highest quality/highest cost efficiencies]
 - Three (3) Preferred Provider Plans (PPO)
- Continue to encourage member participation in the District's three (3) EPO (In-Network Only) Plans.
 - Increase employee/dependent contributions by +3.5% for all tiers/all EPO Plans
- Continue efforts to match revenue versus expense for the District's three (3) PPO (In and Out-of-Network) Plans
 - Increase employee/dependent contributions by +20% for all tiers/all PPO Plans
- Continue to manage/control/reduce plan costs through the Condition Based Health Management Plan – Diabetes Hypertension Plan (DHP)
 - Plan rolled out January 1, 2016 and the results to date have been very good
- Consider an additional Health Management Plan – Real Appeal™
 - Real Appeal is a fresh approach to Health Management – it helps employees and employers avoid the financial and human cost of Type 2 diabetes and a host of other preventable diseases. It is a program that empowers people, focuses on the individual, and manages outcomes for success.

The District continues to monitor the existing healthcare law, the Patient Protection Affordable Care Act (PPACA), as well as the resulting impact of any future changes.

Contact Persons: Dr. Kathleen Bowen, Chief Human Resources Officer
Trudy Harris, Assistant Director Employee Services and Risk Management
Jill Ludwig, CPA, RTSBA, Chief Financial Officer