

A banner at the top of the page features the text "Regular Board Meeting" in a large, bold, red, italicized font. The background of the banner is light blue with a repeating pattern of "Lamar CISD" in a smaller, grey font. A yellow sun with rays is positioned behind the text, partially overlapping the "Regular" and "Meeting" words.

Regular Board Meeting

Lamar Consolidated Independent School District
Board of Trustees
Thursday, October 18, 2012
7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
OCTOBER 18, 2012
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. JROTC Presidential Recognition
4. Audience to patrons
5. Approval of minutes
 - A. September 20, 2012 Regular Board Meeting 6
 - B. October 9, 2012 Special Meeting (Workshop) 15
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. **ACTION ITEMS**
 - A. **Goal: Planning**
 1. Consider approval of budget amendment requests 17
 2. Consider ratification of Financial and Investment Reports 21
 3. Consider acceptance of Certificate of Excellence in financial reporting 25
 4. Consider approval of collateral security agreements with Bank of America N.A. and The Bank of New York Mellon Trust Company, N.A. 26
 5. Consider approval of resolutions proclaiming
 - a. Parent Involvement Week 44
 6. Consider approval of donations to the district, including, but not limited to: 46
 - a. Meyer Elementary School
 - b. Smith Elementary School
 7. Consider approval to authorize submission of documentation of eminent domain authority in Texas 47
 8. Consider approval of athletic and trainer supplies 50
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B. Goal: Safe, Drug-Free and Disciplined Schools	
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C. Goal: Instructional	
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9. INFORMATION ITEMS	
A. Goal: Instructional	
1. Quarterly Academic Update	81
2. Freezing of new Intra-District/Inter-District transfer requests to Reading Junior High School	82
B. Goal: Planning	
1. Tax Collection Report	83
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3. Payments for Construction Projects	93
4. Region 4 Maintenance and Operations Update	95
5. Bond Update	100
6. Medical/Rx Plan Structural Changes	104
7. New Nutrition Standards in the National School Lunch and School Breakfast Programs	105
10. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	107
a. Approval of personnel recommendations or employment of professional personnel	108
b. Employment of professional personnel (Information)	113
c. Employee resignations and retirements	115
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land acquisition	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	

- a. Any item listed on the agenda
- b. Discuss pending, threatened, or potential litigation, including school finance litigation
- c. Discussion with legal counsel regarding redistricting process

RECONVENE IN OPEN SESSION

**Action on Closed Session Items
Future Agenda Items**

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 12th day of October 2012 at 3:30 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 20th day of September 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Rhonda Zacharias	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

a. Project Lead the Way National Certification

The Board of Trustees recognized Lamar Consolidated High School, Terry High School, Foster High School and George Ranch High School as nationally certified Project Lead the Way campuses.

4. AUDIENCE TO PATRONS

None

5. APPROVAL OF MINUTES OF AUGUST 14, 2012 SPECIAL BOARD MEETING, AUGUST 16, 2012 SPECIAL BOARD MEETING AND AUGUST 16, 2012 REGULAR BOARD MEETING

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees approve the minutes of the August 14, 2012 Special Board Meeting, the August 16, 2012 Special Board Meeting and the August 16, 2012 Regular Board Meeting as written.

Mr. Hakimzadeh questioned why his motion to form a redistricting committee and putting the redistricting committee on the next month's agenda was not included in the minutes. Attorney Rick Morris stated that Robert's Rules of Order indicate that the purpose of the minutes is to record the action of the Board and due to a lack of a second, no action was taken by the Board.

Voting in favor of the motion: Mr. Hopkins, Mr. Torres, Mr. Richard, Ms. Thompson, Ms. Mendoza

Voting in opposition: Mr. Hakimzadeh

The motion carried.

6. BOARD MEMBER REPORTS

□ Meetings and Events

Mr. Hopkins reported that currently the Satellite Transportation Center is up and running. There are a few issues that are being worked on but nothing major. Construction on Adolphus Elementary and Polly Ryon Middle Schools is on schedule. We are currently working on the Natatorium new design. At some point in time it will be brought to the Board.

7. SUPERINTENDENT REPORTS

□ Introductions

□ Meetings and Events

□ Information for Immediate Attention

Enrollment projections are on track with 26,000 students enrolled.

8. PUBLIC HEARING ON FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST) FOR FISCAL YEAR 2010—2011

At 7:12 p.m. Ms. Jill Ludwig, Chief Financial Officer, gave a brief presentation. The meeting was opened to the public for discussion. There being no discussion, the public hearing was closed at 7:24 p.m.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-2, 9. B-1—9. B-6, 9. B-9 – 9. B-16, 9. B-18 – 9. B-20 and 9. C-1

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of Out-of-State Trip Requests, including, but not limited to:

a. George Ranch High School Band

approved out-of-state travel for the George Ranch High School Band to travel to Orlando, Florida from June 9—15, 2013.

b. George Ranch High School Choir

approved out-of-state travel for the George Ranch High School Choir to travel to New York City on March 30—April 2, 2013.

9. A-2 Approval to Submit an Expedited State Waiver to the Texas Education Agency

approved the Texas Education Agency request for Maximum Class Size Waivers for the elementary schools listed in the table.

9. B GOAL: PLANNING

9. B-1 Approval of Quarterly Investment Report

ratified the quarterly investment report as submitted for the quarter ending August 31, 2012. (See inserted pages 17-A—17-F.)

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

ratified the financial and investment reports as presented.

9. B-3 Approval to Submit a Waiver Request to the Texas Education Agency relating to Incentive Aid Payments for the Annexation of Kendleton ISD

approved the submittal of a waiver to the Texas Education Agency to grant an exception allowing Lamar Consolidated Independent School District to receive incentive aid for a period of ten years.

9. B-4 Approval of Contracted Services to Provide Technical Support for Upgrade of Administrative Software

approved Davidson Services, LLC to provide technical support for the upgrade of the District's administrative software (MUNIS) to Version 9.3 and authorized the superintendent to negotiate the contract for services.

9. B-5 Approval of Interlocal Agreement with Houston Independent School District – School Health and Related Services (SHARS) Program

approved an interlocal agreement between the Lamar Consolidated Independent School District and the Houston Independent School District (HISD) for the administration of the SHARS Program within the District, and authorized the superintendent to negotiate minor final terms of the agreement. (See inserted pages 18-A—18-L.)

9. B-6 Approval of Purchase of Custodial Supplies – Non-paper

approved the purchase of custodial supplies (non-paper) to Am San; Buckeye Cleaning Center Houston; Calico Industries, Inc.; Gulf Coast Paper Co., Inc.; MedWaste Solutions, Inc.; Pollock Paper Distributors; and, Pyramid School Products.

9. B-9 Approval of Resolutions proclaiming

a. Custodial Week

approved the attached resolution proclaiming October 1—5, 2012 as “Custodial Week” in the Lamar Consolidated Independent School District. (See inserted page 18-M.)

b. Red Ribbon Weeks

approved the attached resolution proclaiming October 23—31, 2012 as “Red Ribbon Weeks” in the Lamar Consolidated Independent School District. (See inserted page 18-N.)

c. School Bus Safety Week

approved the attached resolution proclaiming October 15—19, 2012 as “School Bus Safety Week” in the Lamar Consolidated Independent School District. (See inserted page 18-O.)

d. School Lunch Week

approved the attached resolution proclaiming October 8—12, 2012 as “School Lunch Week” in the Lamar Consolidated Independent School District. (See inserted page 18-P.)

9. B-10 Approval of Donations to the District, including, but not limited to:

a. Foster High School

approved donations to the District.

9. B-11 Approval of Agreement with Memorial Hermann Community Benefit Corporation

approved service agreement with Memorial Hermann Community Benefit Corporation. (See inserted pages 19-A—19-P.)

9. B-12 Approval of Wastewater Contract with Fort Bend County Municipal Utility District No. 144 for John M. Arredondo Elementary School

approved a wastewater contract with Fort Bend County Municipal Utility District No. 144 (MUD #144) for John M. Arredondo Elementary School. (See inserted pages 19-Q—19-W.)

9. B-13 Approval of Release of Ingress and Egress Easement at Cora Thomas Elementary School

approved the release of the ingress and egress easement at Cora Thomas Elementary School. (See inserted pages 19-X—19-Y.)

9. B-14 Approval of Deductive Change Order #1 and Final Payment for the Natatorium Phase I Renovation Project

approved the deductive Change Order #1 in the amount of \$3,854.41 and final payment of \$32,697.28 to Liberty Mutual Surety Company for the Natatorium Phase I renovation project.

9. B-15 Approval of Architect Contract for the 2011 Bond Renovation Projects

approved VLK Architects for the design of the Bowie Elementary, Jackson Elementary, George Junior High, and Terry High School renovation projects and allow the superintendent to begin contract negotiations.

9. B-16 Approval of Geotechnical and Material Testing Services for the Renovations to the Agriculture Facility

approved Terracon for geotechnical and material testing services for the renovations to the agricultural facility not to exceed the amount of \$3,300.

9. B-18 Approval of Chiller Replacement for Bowie Elementary

approved AutomatedLogic – Houston for the purchase and installation of a 170 ton chiller for Bowie Elementary in the amount of \$132,050.06 through the current Job-Order-Contract RFP #43-2010 and amended/increased the operating budget as necessary.

9. B-19 Approval of Amendment #2 to the HVAC Full Coverage Maintenance Service Agreement and Job-Order Contracting Services

approved the amendment #2 to the RFP #43-2010 full coverage maintenance contracting services with AutomatedLogic – Houston in the amount of \$5,900 for the addition of the new Transportation Satellite Center. (See inserted page 19-Z.)

9. B-20 **Approval of Contract Renewal for Unemployment Insurance Third Party Administrative Services**

approved Texas Association of School Boards as the Third Party Administrator (TPA) for the unemployment insurance, effective October 1, 2012 through October 1, 2013.

9. C **GOAL: PERSONNEL**

9. C-1 **Approval of New PDAS Appraisers for Teaching Staff, 2012 – 2013 School Year**

approved the 2012—2013 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

9. B **GOAL: PLANNING**

9. B-7 **Approval of Award Jackets**

It was moved by Ms. Thompson and seconded by Mr. Hopkins that the Board of Trustees approve the purchase of award jackets to Balfour Dilly Letter Jacket Company. The motion carried unanimously.

9. B-8 **Approval of Purchase of Gooseneck Trailer and Truck**

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees approve the purchase of two gooseneck trailers from Industrial Trailer Company and two super duty cab and chassis from Helfman Ford and approved budget amendments as necessary. The motion carried unanimously.

9. B-17 **Approval of Design Development for the Renovations to the Agricultural Facility**

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve the design development for the renovations to the agricultural facility. The motion carried unanimously.

9. B-21 **Consider Proposed Changes to Board Operating Procedures**

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees amend the Board Operating Procedures to eliminate annual reviews.

It was moved by Mr. Hakimzadeh that the Board of Trustees table the motion and discuss potentially adding more changes to the Board Operating Procedures. There being no second, the motion failed.

Voting in favor of the first motion: Mr. Hopkins, Mr. Torres, Mr. Richard, Ms. Thompson, Ms. Mendoza

Voting in opposition: Mr. Hakimzadeh

The motion carried.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Adequate Yearly Progress (AYP) – District Results and School Choice Update

Information is in the Board packet regarding students who elected to transfer from one school to another during the course of those campuses not meeting AYP.

10. A-2 Project Lead the Way National Certification Award

10. B GOAL: PLANNING

10. B-1 Tax Collection Report

10. B-2 Payments for Construction Projects

10. B-3 Region 4 Maintenance and Operations Update

10. B-4 Bond Update

10. B-5 Proposed Redistricting Maps

Attorney Rick Morris stated that he does not have a completed map. He spoke with Dr. Stein and he states that the whole redistricting process is difficult because of the restraints and efforts to try to preserve the majority/minority districts. He has spent considerable time on the maps and he is about 85% of the way there. Mr. Morris has a general understanding of how the map is shaping up but he believes there is some tweaking that still needs to be done on the maps before he presents them. He is struggling with whether he is going to be able to bring alternative maps for consideration or if he is going to give a single map to consider because of the numerical challenges that he is facing. Public hearing dates are possible for October 11th and 23rd of October. The expectation is to get the board members maps and data by next week so they will have it well in advance of the initial public hearing and be prepared to visit with the public and receive any public input or answer any questions that the Board may have of Dr. Stein.

President Richard commented that there will probably be a couple of special meetings between now and the middle of next month in order to review this.

Mr. Morris suggested that the Board approve something by the mid-November.

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 or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements
 - d. Consider employment of Director of Information Services
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
- a. Land acquisition
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
- a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discussion with legal counsel regarding redistricting process
 - d. Discuss and consider settlement offer in Cause No. 11-DCV-195157

At 7:47 p.m. the Board convened to Closed Session for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS

The Board reconvened in Open Session at 8:34 p.m.

PERSONNEL RECOMMENDATIONS

11. A-1(d) Employment of Director of Information Services

It was moved by Ms. Thompson and seconded by Mr. Torres that the Board of Trustees employ David Eakin as the Director of Information Services. The motion carried unanimously.

11. A-1(a) Approval of Personnel Recommendations

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

Employed

Bryan, Mandy	TBD	Technology Development Specialist	Technology Services
Leach, William	TBD	Web Developer	Technology Services
Montalbo, Crystal	TBD	Project LEARN Specialist	Project LEARN
Roden, Dustina	TBD	Campus Instructional Technology Specialist	Technology Services
Squires, David	TBD	Campus Instructional Technology Specialist	Technology Services

FUTURE AGENDA ITEMS

None

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 9th day of October 2012, 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, Michael Richard, at 6:35 p.m.

Members Present:

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

Others Present:

Thomas Randle	Superintendent
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BUSINESS TRANSACTED

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

2. ACTION ITEMS

2. A GOAL: PLANNING

2. A-1 Governance Team (Board and Superintendent) Team Building and Self-Assessment

Mr. William P. Nemir, Director of Leadership Team Services for the Texas Association of School Boards (TASB), presented the workshop on team building and self-assessment.

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.
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.

The Board did not convene in Closed Session.

RECONVENE IN OPEN SESSION

ADJOURNMENT

The meeting adjourned at 9:15 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for LCISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 14.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Campbell Elementary is requesting a budget change to pay wireless charges for principal's air card. Per TEA Financial Accountability System Resource Guide, utility expenditures for the entire school district should be coded to function 51.

199-23	School Leadership	(500.00)
199-51	Plant Maintenance & Operations	500.00

The Superintendent's Office is requesting a budget amendment to assist Velasquez Elementary principal with travel costs to Washington, D.C. for the National Blue Ribbon School Awards Ceremony.

199-41	General Administration	(1,520.00)
199-13	Curriculum and Instr. Staff Development	760.00
199-23	School Leadership	760.00

The Research and Accountability department is requesting two budget changes:

The first budget change is to amend the budget for the district and campus improvement plan software. The budget for license renewal was part of the planned, strategic drawdown of fund balance.

199-21	Instructional Leadership	16,000.00
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The second budget change is to pay for consulting services to assist elementary and secondary counselors with RTI initiatives. The consultant will also assist counselors and registrars with graduation guide, virtual courses and the Bridges implementation. Funds were originally budgeted in the Curriculum department's budget.

199-13	Curriculum and Instr. Staff Development	(39,900.00)
199-31	Guidance and Counseling	39,900.00

The Business Office is requesting six budget changes:

The first budget amendment is to establish the American Red Cross swimming budget. This program is self sustaining.

199-00	Revenue	25,000.00
199-61	Community Services	25,000.00

The second budget change, on behalf of the Athletic Department, is requested to carry forward the prior year profit from the swimming program. The natatorium was constructed in 1982, supported by the significant contributions of the George Foundation. One of the stipulations was that the facility provides swimming lessons to

the public as a community outreach program. Administratively, all excess revenue is to be used to support the educational program and for the upkeep of the facility to support instruction. Therefore, prior year profits are brought forward annually in this manner.

199-61	Community Services	48,540.00
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The third budget change is to amend the 2012-13 budget for startup funds. During the 2011-12 fiscal year, campuses received additional allocations for supplies to “startup” new classrooms due to enrollment growth. These funds were not spent by the end of the month (and fiscal year) so they are being carried forward to 2012-13.

199-11	Classroom Instruction	150,000.00
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The fourth budget change is to amend the budget for the remaining Impact Aid received. The funds will be used to purchase instructional supplies in an effort to ensure the success of all students.

199-11	Classroom Instruction	8,123.15
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The fifth budget change is to amend the 2012-13 budget for funds donated to the District by outside parties that were not expended in the 2011-12 year. These funds need to be carried forward so that they can be used for the intended purposes.

199-11	Classroom Instruction	64,285.37
199-12	Instr. Resources and Media Services	6,153.03
199-13	Curriculum and Instr. Staff Development	6,927.01
199-23	School Leadership	1,244.64
199-31	Guidance and Counseling	157.00
199-36	Co-curricular/Extra-curricular Activities	14,233.55
199-51	Plant Maintenance & Operations	2,600.00
199-61	Community Services	10,283.23
199-81	Facilities Acquisition & Construction	10,736.12

The sixth budget change is to amend the 2012-13 budget for outstanding 2011-12 purchase orders. These purchase orders were encumbered in the 2011-12 year but goods/services were not received until September 2012.

199-11	Classroom Instruction	129,822.34
199-12	Instr. Resources and Media Services	3,185.21
199-13	Instructional Staff Development	13,888.88
199-21	Instructional Leadership	6,343.66
199-23	School Leadership	3,316.85
199-31	Guidance and Counseling	8,029.67
199-34	Student Transportation	1,193.90
199-36	Cocurricular/Extracurricular Activities	59,753.38

199-41	General Administration	38,501.20
199-51	Plant Maintenance & Operations	1,061,382.19
199-52	Security & Monitoring Services	50,173.57
199-53	Data Processing Services	275,874.66
199-61	Community Services	19,761.91
199-81	Facilities Acquisition & Construction	23,892.50
240-35	Food Services	37,110.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of September 2012 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF SEPTEMBER 2012 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of September total \$17,309,726 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,268,853
614	Employee Benefits	582,433
621	Professional Services	252,345
623	Education Services Center	78,287
624	Contracted Maintenance and Repair Services	364,586
625	Utilities	82,059
626	Rentals and Operating Leases	20,973
629	Miscellaneous Contracted Services	606,022
631	Supplies and Materials for Maintenance and Operations	182,195
632	Textbooks and Other Reading Materials	26,450
633	Testing Materials	17,808
634	Food Service	458,915
639	General Supplies and Materials	415,191
641	Travel and Subsistence -- Employee and Student	61,982
642	Insurance and Bonding Costs	159,049
649	Miscellaneous Operating Costs/Fees and Dues	495,660
659	Other Debt Services Fees	500
661	Land Purchase and/or Improvements	11,742
662	Building Purchase, Construction, and/or Improvements	1,858,318
663	Furniture & Equipment - \$5,000 or more per unit cost	267,892
131	Inventory Purchases	88,869
211	Prior Year Accounts Payable	1,356
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	8,241
	Total	17,309,726

PROGRAM DESCRIPTION:

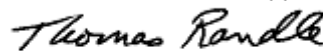
The report above represents all expenditures made during the month of September 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF SEPTEMBER 30, 2012**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	108,951,837.00	273,273.00	(108,678,564.00)	0.3%
5800-STATE PROGRAM REVENUES	72,193,252.00	25,956,484.00	(46,236,768.00)	36.0%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	-	(2,070,000.00)	0.0%
TOTAL- REVENUES	183,215,089.00	26,229,757.00	(156,985,332.00)	14.3%
EXPENDITURES				
6100-PAYROLL COSTS	154,338,681.00	12,705,421.00	141,633,260.00	8.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	12,169,131.00	380,595.00	11,788,536.00	3.1%
6300-SUPPLIES AND MATERIALS	7,589,927.00	238,989.00	7,350,938.00	3.1%
6400-OTHER OPERATING EXPENDITURES	9,117,350.00	201,357.00	8,915,993.00	2.2%
6600-CAPITAL OUTLAY	-	-	-	0.0%
TOTAL-EXPENDITURES	183,215,089.00	13,526,362.00	169,688,727.00	7.4%

**Lamar CISD
Local Investment Pools
as of September 30, 2012**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,293,728.92	0.00	250,000.00	292.22	2,044,021.14
General Account	48,273,870.87	25,808,006.08	14,750,000.00	6,133.90	59,338,010.85
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	289,507.53	0.00	0.00	37.40	289,544.93
Debt Service Series 2004	285,003.13	15,425.82	0.00	37.52	300,466.47
Workmen's Comp	782,143.70	0.00	15,000.00	99.46	767,243.16
Property Tax	190,523.30	358,740.72	280,214.60	33.59	269,083.01
Vending Contract Sponsor	474,502.67	0.00	0.00	61.31	474,563.98
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	36.22	22,988.80	0.00	0.96	23,025.98
Debt Service Series 2007	98.62	18,710.93	0.00	0.81	18,810.36
Capital Projects Series 2005	666,327.16	0.00	0.00	86.09	666,413.25
Student Activity Funds	56,170.52	0.00	0.00	7.20	56,177.72
Taylor Ray Donation Account	14,726.04	0.00	2,380.00	1.85	12,347.89
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,135.97	0.00	0.00	6.88	53,142.85
Debt Service Series 2008	675,063.61	17,297.64	0.00	87.94	692,449.19
Powell Point Series 2003	21,702.92	165.33	500.00	2.79	21,371.04
Capital Projects 2012A	22,012,458.18	0.00	0.00	2,843.57	22,015,301.75
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,010.85	0.00	0.00	0.63	5,011.48
Workers' Comp	719,411.92	0.00	0.00	90.60	719,502.52
Property Tax Fund	32,095.17	0.00	0.00	4.04	32,099.21
General Fund	2,582,690.13	0.00	0.00	325.25	2,583,015.38
Food Service Fund	90,309.19	0.00	0.00	11.37	90,320.56
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	(0.00)	0.00	0.00	0.00	0.00
Capital Project Series 1998	699.23	0.00	0.00	0.09	699.32
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,450.80	0.00	0.00	18.07	143,468.87
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.28	0.00	0.00	0.05	383.33
Capital Projects 2008	36,767.79	0.00	0.00	4.63	36,772.42
Capital Projects 2012A	22,013,127.68	0.00	0.00	2,772.26	22,015,899.94
MBIA Texas CLASS Fund					
General Account	15,297,627.49	0.00	0.00	2,880.49	15,300,507.98
Capital Project Series 1998	903.54	0.00	0.00	0.30	903.84
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,012,360.77	0.00	0.00	2,073.62	11,014,434.39
TEXSTAR					
Capital Projects Series 2007	742.22	0.00	0.00	0.05	742.27
Debt Service Series 2008	3,005,356.17	0.00	0.00	388.77	3,005,744.94
Capital Projects Series 2008	9,772,105.89	0.00	296,570.80	1,242.61	9,476,777.70
Debt Service Series 2012A	6,004,060.18	0.00	0.00	776.67	6,004,836.85
Debt Service Series 2012B	4,765.18	0.00	0.00	0.61	4,765.79
Capital Projects Series 2012A	28,616,968.21	0.00	1,902,122.88	3,549.71	26,718,395.04
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,236,573.90	0.00	0.00	231.30	2,236,805.20
Capital Projects Series 2008	140.43	0.00	0.00	0.01	140.44
Capital Projects Series 2012A	16,508,713.80	0.00	0.00	1,707.31	16,510,421.11

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.16	\$9,733.49
LONE STAR ACCOUNT INTEREST	0.15	\$3,226.99
MBIA TEXAS CLASS ACCOUNT INTEREST	0.22	\$4,954.41
TEXSTAR ACCOUNT INTEREST	0.16	\$5,958.42
TEXAS TERM/DAILY ACCOUNT INTEREST	0.13	\$1,938.62
TOTAL CURRENT MONTH EARNINGS		\$25,811.93
EARNINGS 9-01-12 THRU 9-30-12		\$25,811.93
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$25,811.93

**CONSIDER ACCEPTANCE OF CERTIFICATE
OF EXCELLENCE IN FINANCIAL REPORTING**

RECOMMENDATION:

That the Board of Trustees review and accept the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2011 (School Year 2010-11).

IMPACT/RATIONALE:

Lamar CISD has been awarded the Certificate of Excellence in Financial Reporting by the Association of School Business Officials (ASBO) International. The award represents a significant achievement by the District and reflects our commitment to the highest standards of school system financial reporting. A district earning the Certificate of Excellence receives not only the award, but enhanced credibility for the financial management of its school system.

The Certificate of Excellence in Financial Reporting Program was designed by ASBO International to enable school business officials to achieve a high standard of financial reporting. School systems participating in the program are not competing against one another, but striving toward meeting a higher standard than required by state and federal regulatory agencies. This nationally-recognized program reviews and critiques school district accounting practices as represented in the Comprehensive Annual Financial Report (CAFR) and recognizes school districts that adhere to sound principles and reporting procedures. All applicants receive constructive comments about their CAFR from trained accounting professionals, and the award is only conferred to school systems that have met or exceeded the standards of the program. The district has been awarded the Certificate for the past twelve years.

Since its inception in 1972, the program has gained the distinction of being a prestigious national award recognized by accounting professionals, underwriters, securities analysts, bond rating agencies, state and federal agencies, and education, teacher, and citizen groups.

The Association of School Business Officials International, founded in 1910, is a professional association that provides programs and services to promote the highest standards of school business management practices, professional growth, and the effective use of educational resources.

An electronic copy of the Comprehensive Annual Financial Report (CAFR) will be provided under a separate cover, the contents of which were presented when the Board approved the audit in January 2012. A printed copy of the report will be provided upon request.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF COLLATERAL SECURITY AGREEMENTS
WITH BANK OF AMERICA N.A. AND
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

RECOMMENDATION:

That the Board of Trustees approve the attached collateral security agreements with Bank of America N.A. and The Bank of New York Mellon Trust Company N.A.

IMPACT/RATIONALE:

To facilitate the delivery of securities pledged for the District and to maintain the safety of the investments, a safekeeping (third party custodial) account must be held by the District.

PROGRAM DESCRIPTION:

As a publicly funded entity, the District is required by statute to have collateral pledged by its depository bank to protect its uninsured deposits.

These documents are required to establish and maintain one or more accounts with Bank of America N.A. and The Bank of New York Mellon Trust Company N.A. for the purpose of facilitating the management of collateral pledged for the District as security for deposits on account.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

TRI-PARTY COLLATERAL MANAGEMENT AGREEMENT
(Collateralized Public Deposits)

THIS AGREEMENT, made and executed as of 10/18/2012 between **Lamar CISD** (“Public Entity”), Bank of America N.A. (“Bank of America”) and The Bank of New York Mellon Trust Company, N.A. (“Bank of New York”).

WITNESSETH

WHEREAS, Public Entity desires to maintain or continue to maintain public deposits with Bank of America;

WHEREAS, Bank of America desires to obtain or continue to maintain such deposits and to provide security therefor as required by applicable law, regulation or rule;

WHEREAS, Bank of America has pledged to Public Entity and granted Public Entity a security interest in certain securities to secure Public Entity’s uninsured deposits with Bank of America as required by applicable law, regulation or rule;

WHEREAS, Bank of New York agrees to provide safekeeping services and to hold any securities pledged by Bank of America to Public Entity in trust in a separate custodial account maintained by Bank of New York in the name of Bank of America for the benefit and subject to the control of Public Entity as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements

(a) Bank of America, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by Public Entity, has deposited with Bank of New York certain Securities as more fully described in the initial confirmation or Trust Receipt of such deposit delivered by Bank of New York to Bank of America and Public Entity respectively. Pursuant to the Texas Business and Commerce Code, as amended, Bank of New York shall act as a bailee or agent of Public Entity and, to the extent not inconsistent therewith, hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Texas Business & Commerce Code, as amended) and in accordance with the provisions hereof. Bank of America shall deliver Securities to Bank of New York in the manner prescribed in Section 2 of this Agreement.

(b) Bank of New York, as agent of Public Entity, shall determine that the Securities to be transferred to the Account constitute Eligible Collateral and that any physical Securities are in negotiable form. Securities which are not Eligible Collateral and physical Securities which are not in negotiable form shall not be transferred to the Account.

(c) On each Business Day on which Public Entity has Uninsured Deposits with Bank of America, Bank of America agrees to deliver or cause to be delivered to Bank of New York for transfer to the Account Eligible Collateral having an Aggregate Margin Value equal or greater than the Collateral Requirement.

(d) On each Business Day Bank of America will notify Bank of New York electronically of the amount of Uninsured Deposits as of the close of business on the immediately preceding Business Day (the “Collateral Requirement”). Bank of New York will determine on each Business Day the Aggregate Margin Value of the Eligible Collateral provided pursuant to this Agreement. If the Aggregate Margin Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, Bank of New York will so notify Bank of America as soon as possible on such day, and Bank of America shall, upon receipt of such notice, be required to deliver additional Eligible Collateral having an Aggregate Margin Value equal to or greater than such

deficiency as soon as possible but no later than the close of business of Bank of New York on the Business Day on which Bank of America received such notice. If Bank of New York notifies Bank of America on any Business Day that the Aggregate Margin Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Bank of New York shall, at the direction of Bank of America, transfer from the Account to or for the benefit of Bank of America Eligible Collateral having an Aggregate Margin Value no greater than such excess amount. Bank of New York shall update its records of the Account as soon as possible and issue a Trust Receipt to Public Entity in accordance with the requirements of paragraph (f) below.

(e) Public Entity authorizes Bank of New York as its agent to approve substitutions of Eligible Collateral (“Substitute Collateral”) supplied to Bank of New York by Bank of America for Eligible Collateral in the Account upon receipt of Oral Instructions or Written Instructions from Bank of America identifying by issuer, CUSIP number and par amount of the collateral to be substituted; provided, however, in no event shall Bank of New York permit any substitution unless Bank of New York shall have determined in each case that the Substitute Collateral (i) constitutes Eligible Collateral and (ii) has a Margin Value equal to or greater than the Margin Value of the Eligible Collateral to be substituted (each, an “Approved Substitution”). Following completion of each Approved Substitution Bank of New York shall update its records of the Account as soon as possible and issue a Trust Receipt to Public Entity in accordance with the requirements of paragraph (f) below. Public Entity approves each Approved Substitution, subject to its right pursuant to Section 2(c)(ii) to present and discuss with Bank of New York possible errors, omissions, and inaccuracies relating to any Approved Substitution.

(f) Bank of New York shall promptly issue a Trust Receipt to Public Entity on any Business Day on which Eligible Collateral is transferred to and from the Account. For the avoidance of doubt, it is understood and agreed that Trust Receipts may be combined to identify more than one transaction on any one Business Day and Bank of New York shall not be required to issue more than one Trust Receipt to Public Entity on any Business Day.

2. Custody of Securities

(a) Bank of America and Public Entity hereby appoint Bank of New York as custodian of all Securities and all Proceeds at any time delivered to or received by Bank of New York pursuant to this Agreement. Bank of New York hereby accepts appointment as such Bank of New York, agrees to establish and maintain the Account in the name of Bank of America for the benefit and subject to the control of Public Entity, and agrees to maintain appropriate records identifying the Securities and Proceeds as pledged by Bank of America to Public Entity. Securities and Proceeds in the Account shall be kept separate and apart from the general assets of Bank of New York on Bank of New York’s books and records and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of Bank of New York or any other person or entity. Subject to the terms hereof, Bank of New York, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, Bank of America and Public Entity, as their respective interests may appear in the Account. The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Texas Business and Commerce Code, as amended, the security interest granted by Bank of America in the Eligible Collateral and Proceeds for the benefit of Public Entity is created, attaches, and is perfected for all purposes under Texas law from the time Bank of New York identifies the Pledge of any Eligible Collateral or Proceeds to Public Entity and issues a Trust Receipt to Public Entity for such Eligible Collateral or Proceeds. The security interest of Public Entity in Securities and all Proceeds thereof shall terminate upon the transfer of such Securities or Proceeds from the Account.

(b) Bank of America and Public Entity agree that Securities and Proceeds delivered to or received by Bank of New York for deposit in the Account may be in the form of credits to the accounts of Bank of New York at the Book Entry System or a Depository or by delivery to Bank of New York of physical certificates in a form suitable for transfer to Bank of New York or with an assignment in blank. Bank of America and Public Entity hereby authorize Bank of New York on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Securities and Proceeds that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Securities and Proceeds credited to the Account and deposited in the Book Entry System or Depositories will be represented in accounts that include only assets held by Bank of New York or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative

capacity. Securities that are not held in the Book Entry System or Depositories will be held in Bank of New York's vault and physically segregated from securities and other non-cash property belonging to Bank of New York.

(c)(i) Upon the initial and each subsequent deposit of Eligible Collateral and Proceeds into the Account (including but not limited to any deposit of Eligible Collateral as part of an Approved Substitution), Bank of New York shall promptly provide Public Entity with a Trust Receipt. Additional customized Account statements may be available upon mutual agreement of Public Entity and Bank of New York.

(ii) Public Entity agrees that it shall promptly review all Trust Receipts and Account statements delivered to it by Bank of New York and shall promptly advise Bank of New York by Oral Instruction or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Bank of New York receives such an Oral Instruction or Written Instruction identifying a specific concern with respect to the Aggregate Margin Value or any other matter connected with the Account, Bank of New York shall undertake to correct any errors, failures or omissions, provided that Bank of New York determines in its sole discretion that such error, failure or omission actually occurred and shall notify Public Entity of its action concerning each such error, failure, or omission.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by Bank of New York.

(e) Public Entity agrees that, with respect to all Securities held in the Account, Bank of New York by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by Bank of America or as provided in Section 3 hereof: (i) collect all payments reflecting interest and principal on the Securities in the Account and credit such amounts to the Account pending receipt from Bank of America, for deposit to the Account of additional Eligible Collateral having a Margin Value equal to or greater than the Margin Value of such payments; (ii) forward to Bank of America copies of all information or documents that it may receive from an issuer of Securities which, in the opinion of Bank of New York, is intended for the beneficial owner of the Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Bank of New York, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Securities held by Bank of New York hereunder; and (v) upon receipt of Written Instructions from Bank of America, Bank of New York will exchange Securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Bank of New York hereunder for the benefit of Public Entity if such exchanged securities constitute Eligible Collateral. Upon receipt of additional Eligible Collateral as provided in clause (i) in the immediately preceding sentence, Bank of New York shall transfer from the Account to or for the benefit of Bank of America principal and interest payments collected with respect to Securities in the Account.

(f) Bank of New York hereby agrees that Public Entity and, if permitted by law, the Comptroller of Public Accounts of the State of Texas (the "Comptroller") may inspect, at any time during regular business hours of Bank of New York, one or more definitive Securities on deposit in the Account or Bank of New York's books and records with respect to the Account. Bank of New York further agrees to file reports with the Comptroller regarding the Eligible Collateral and Proceeds pledged to secure the Uninsured Deposits of Public Entity hereunder, as and when required by the Comptroller.

3. Collection of Securities

If Public Entity certifies in writing to Bank of New York that (a) Bank of America is in default under any underlying pledge or security agreement between Public Entity and Bank of America and (b) Public Entity has satisfied any notice or other requirement to which Public Entity is subject pursuant to the Depository Agreement between Public Entity and Bank of America, then Public Entity may give Bank of New York Written Instructions (x) to transfer specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of the Proceeds held in the Account which have not previously been released to Bank of America, to designated accounts of Public Entity and (y) to cease releasing to an account of Bank of America any Proceeds reflecting interest and principal on Securities in the Account as provided in paragraph (e) of Section 2.

4. Representation and Warranties

(a) Representations of Bank of America. Bank of America represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been legally and validly entered into and is enforceable against Bank of America in accordance with its terms;
- (ii) the performance by Bank of America of its obligations under this Agreement does not and will not violate any statute or regulation applicable to Bank of America;
- (iii) Bank of America is the owner of, or has the right to pledge, Securities deposited in the Account;
- (iv) this Agreement was executed by an officer of Bank of America who was authorized by Bank of America's board of directors or a committee thereof to do so and will at all times be maintained as an official record of Bank of America;
- (v) Bank of America is a bank or trust company duly authorized to do business in the state where it is located; and
- (vi) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b) Representations of Public Entity. Public Entity hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against Public Entity in accordance with its terms;
- (ii) the appointment of Bank of New York has been duly authorized by Public Entity and this Agreement was executed by an officer of Public Entity duly authorized to do so;
- (iii) (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure Public Entity's Uninsured Deposits under applicable statutes and regulations, (B) the applicable Margin Percentage for each such Security meets the requirements of such applicable statutes and regulations, (C) the governing board of Public Entity has approved a collateral policy which authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;
- (iv) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to any Securities deposited in the Account, or the Proceeds thereof, except as permitted in Section 3 of this Agreement; and
- (v) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning Bank of New York

(a) Bank of New York shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or

willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. In no event shall Bank of New York be liable to Public Entity, Bank of America or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank of New York may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. Both Public Entity, to the extent permitted by law, and Bank of America agree to indemnify Bank of New York and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Bank of New York may sustain or incur with respect to any third party claim or which may be asserted by a third party against Bank of New York by reason of or as a result of any action taken or omitted by Bank of New York in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Bank of New York or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Public Entity and Bank of America notwithstanding the termination of this Agreement.

(b) Bank of New York shall not be responsible for, or considered to be custodian of, any Securities or Proceeds received by it for deposit in the Account until Bank of New York actually receives and collects such Securities or Proceeds directly or by the final crediting of Bank of New York's account on the books of the Book Entry System or the appropriate Depository. Bank of New York will be entitled to reverse any credits to the Account where such credits have been previously made and the Securities or Proceeds are not finally collected.

(c) Bank of New York shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Bank of New York in connection with this Agreement.

(d) Public Entity's and Bank of America's authorized officers and, if permitted by law, representatives of the Comptroller, upon reasonable notice, shall each have access to Bank of New York's books and records maintained with respect to Public Entity's and Bank of America's respective interests in the Account during Bank of New York's normal business hours. Upon the reasonable request of Public Entity, Bank of America or the Comptroller when applicable law permits, copies of any such books and records shall be provided by Bank of New York to the requesting party's authorized officer at the requesting party's expense.

(e) In performing hereunder, Bank of New York may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Public Entity, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Bank of New York shall cause such third party to provide records to Bank of New York evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Bank of New York. No such subcontract, agreement or understanding shall discharge Bank of New York from its obligations hereunder.

(f) Reliance on Pricing Services. Bank of New York is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide Market Values hereunder, and Bank of America and Public Entity agree that Bank of New York shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Bank of New York shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Bank of New York shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate Public Entity's security interest in the Eligible Collateral and Proceeds in the Account. Upon termination hereof, Bank of New York shall follow such reasonable Written Instructions of Bank of America and Public Entity concerning the transfer of custody of Securities and Proceeds in the Account, collateral records and other items. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Confidentiality

Bank of New York agrees to hold in strict confidence all information furnished to or obtained by Bank of New York in the course of providing custodial services under this Agreement except to the extent (a) such information was in the possession of Bank of New York prior to receipt thereof by Bank of New York under this Agreement and not subject to an agreement of confidentiality, (b) such information was in the public domain prior to receipt thereof by Bank of New York under this Agreement, (c) subsequent to receipt by Bank of New York such information becomes available in the public domain through no fault of Bank of New York, (d) disclosure or release is required by law or otherwise compelled by judicial or administrative process, (e) in the opinion of Bank of New York's counsel disclosure of such information is required to be made to regulatory or self-regulatory authorities having authority to regulate any aspect of Bank of New York's business in connection with the exercise of such authority, (f) disclosure is made to Bank of New York's officers, employees, directors, agents, counsel, or auditors having a need to know such information and who have been informed of the requirements of this section and have agreed to be bound thereby, (g) disclosure is made in accordance with the written consent of the party disclosing such information to Bank of New York, or (h) the name, address, securities position and other information of Bank of America or Public Entity or both are required to be disclosed by the rules of any stock exchange, the Book-Entry System or any Depository or the terms of the organizational documents of the issuer of any Security or the terms of any Security itself.

8. Miscellaneous

(a) Public Entity and Bank of America each agree to furnish to Bank of New York a new Certificate of Authorized Persons in the event of any change in the then present Authorized Persons. Until such new Certificate is received, Bank of New York shall be fully protected in acting upon Oral Instructions or Written Instructions or signatures of the present Authorized Persons.

(b) Bank of New York shall be entitled to rely upon any Certificate, Written or Oral Instruction actually received by Bank of New York and reasonably believed by Bank of New York to be duly authorized and delivered. Bank of America and Public Entity each agree to send to Bank of New York Written Instructions confirming Oral Instructions by the close of business of the same day that such Oral Instructions are given to Bank of New York. Bank of America and Public Entity each agree that the fact that such confirming Written Instructions are not received or that contrary Written Instructions or Oral Instructions are received by Bank of New York shall in no way affect the validity or enforceability of the transactions previously authorized and effected by Bank of New York.

(c) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to Bank of New York and shall be sufficiently given if sent to Bank of New York by regular mail to its offices at c/o The Bank of New York, One Wall Street, 4th Floor, New York, NY 10286, Attn: Broker-Dealer Services-Collateral Management, or at such other place as Bank of New York may from time to time designate in writing.

(d) Any notice or other instrument in writing authorized or required by this Agreement to be given to Bank of America shall be sufficiently given if sent to Bank of America by regular mail to its offices at 100 N. Tryon Street, NC1-007-07-19, Charlotte, NC 28255, Attn: Collateral Management, or at such other place as Bank of America may from time to time designate in writing.

(e) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Public Entity shall be sufficiently given if sent to Public Entity by regular mail to its offices at **3911 Avenue I Attn: Jill Ludwig Rosenburg, TX 77471**, or at such other offices as Public Entity may from time to time designate in writing.

(f) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(g) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(h) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(i) This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of laws principles thereof. In connection with any dispute arising hereunder, Bank of America, Public Entity and Bank of New York hereby consent to the non-exclusive jurisdiction of a state or federal court situated in the county in the State of Texas in which Public Entity maintains its principal office. Bank of America, Public Entity and Bank of New York hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank of America, Public Entity and Bank of New York each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(j) Bank of America and Public Entity hereby acknowledge that Bank of New York is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which Bank of New York must obtain, verify and record information that allows Bank of New York to identify each of Bank of America and Public Entity. Accordingly, prior to opening an Account hereunder Bank of New York will ask Bank of America and/or Public Entity to provide certain information including, but not limited to, Bank of America's and/or Public Entity's name, physical address, tax identification number and other information that will help Bank of New York to identify and verify each of Bank of America's and Public Entity's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Bank of America and Public Entity agree that Bank of New York cannot open an Account hereunder unless and until Bank of New York verifies Bank of America's and/or Public Entity's identity in accordance with its CIP.

9. Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

10. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the separate custodial account established with Bank of New York in the name of Bank of America and for the benefit and subject to the control of Public Entity as secured party in accordance with this Agreement.

(b) "Aggregate Margin Value" shall mean for each Business Day the sum of the Margin Values of the Securities and Proceeds comprising the Eligible Collateral in the Account at the time of Bank of New York's determination.

(c) “Authorized Person” shall be any officer of Public Entity or Bank of America, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Public Entity or Bank of America, such persons to be designated in a Certificate of Authorized Persons which contains a specimen signature of such person.

(d) “Approved Substitution” shall have the meaning set forth in paragraph (e) of Section 1 of this Agreement.

(e) “Book-Entry System” shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(f) “Business Day” shall mean any day on which Bank of New York and Bank of America are open for business and on which the Book Entry System and/or the Depositories are open for business.

(g) “Certificate” shall mean a certificate substantially in the form of Exhibit B, attached hereto.

(h) “Collateral Requirement” shall have the meaning set forth in paragraph (d) of Section 1 of this Agreement.

(i) “Comptroller” shall have the meaning set forth in paragraph (f) of Section 2 of this Agreement.

(j) “Depository” or Depositories shall mean the Depository Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission as a clearing agency or otherwise regulated by appropriate federal or state agencies as a clearing corporation.

(k) “Deposits” shall mean all deposits by Public Entity in Bank of America, including all accrued interest thereon, that are available for all uses generally permitted by Bank of America to Public Entity for actually and finally collected funds under the Bank of America’s account agreement or policies.

(l) “Eligible Collateral” shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with the collateral policy adopted and approved by the governing body of Public Entity) attached hereto as Exhibit A, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties hereto, and any Proceeds thereof.

(m) “Margin Percentage” shall mean the percentage indicated on Exhibit A attached hereto with respect to particular types of Eligible Collateral, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties thereto.

(n) “Margin Value” means for each Security and Proceeds thereof held in the Account, the Market Value of such Security and Proceeds divided by the applicable Margin Percentage.

(o) “Market Value” shall mean (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank of New York by a generally recognized source selected by Bank of New York plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by Bank of New York in its sole discretion based on information furnished to Bank of New York by one or more brokers or dealers and (ii) with respect to any cash held in the Account, the face amount of such cash.

(p) “Oral Instructions” shall mean verbal instructions actually received by Bank of New York from an Authorized Person or from a person reasonably believed by Bank of New York to be an Authorized Person.

(q) “Proceeds” shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange or other disposition of Eligible Collateral.

(r) "Security" shall include, without limitation, any security held in the Book-Entry System or at a Depository, common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein.

(s) "Substitute Collateral" shall have the meaning set forth in paragraph (e) of Section 1 of this Agreement.

(t) "Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the Eligible Collateral which is the subject of the transaction and state the Market Value thereof. Statements of account shall identify all Eligible Collateral in the Account, the Aggregate Margin Value thereof, and the applicable Collateral Requirement.

(u) "Uninsured Deposits" shall mean that portion of Public Entity's Deposits with Bank of America which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(v) "Written Instructions" shall mean written communications actually received by Bank of America or Bank of New York from an Authorized Person or from a person reasonably believed by Bank of America or Bank of New York to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

Lamar CISD
[PUBLIC ENTITY]

THE BANK OF AMERICA N.A.

Michael Richard

By: _____

By: _____

Title: **President**

Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____

Title:

EXHIBIT A
SCHEDULE OF ELIGIBLE SECURITIES
Page 1 of 3

Custodial Undertaking in Connection with Tri-Party Collateral Management Agreement dated as of 10/18/2012, among **Lamar CISD** (“Public Entity”), Bank of America N.A. (“Bank of America”) and The Bank of New York Mellon Trust Company, N.A. (“Bank of New York”).

SECURITY TYPE	YES	MARGIN <i>(e.g.: 100)</i>	OTHER RESTRICTIONS <i>(e.g.: Ratings: A or better. Maturity <10 yrs.)</i>
<u>U.S. TREASURIES</u> - ALL			
Bills	X	110	<u>Maturity less than 1 year</u>
Bonds	X	110	<u>Maturity less than 1 year</u>
Notes	X	110	<u>Maturity less than 1 year</u>
Inflation-Indexed Notes			
Inflation-Indexed Bonds			
Strips			
Synthetic Treasuries (e.g CATS, TIGRS)			
<u>GNMA</u> - ALL			
GNMA I/II - Single Family	X	110	<u>Maturity less than 1 year</u>
GNMA I/II - Others Fixed Rate	X	110	<u>Maturity less than 1 year</u>
GNMA I/II - Others Adjustable Rate			
<u>AGENCY NOTES/BONDS</u> - ALL			
Export-Import Bank	X	110	<u>Maturity less than 1 year</u>
Federal Agricultural Mortgage Corp			
Financial Assistance Corp			
Federal Farm Credit Banks			
Federal Housing Administration			
Federal Home Loan Banks			
Federal Home Loan Mortgage Corp			
Financing Corporation			
Federal Land Bank Bonds			
Federal National Mortgage Association			
Resolution Funding Corp			
Student Loan Marketing Association			
Tennessee Valley Authority			
Overseas Private Investment Corp			
Small Business Administration			
U.S. Agency for International Development			
U.S. States Postal Service			
<i>AGENCY STRUCTURED NOTES</i>			

EXHIBIT A
SCHEDULE OF ELIGIBLE SECURITIES
Page 2 of 3

SECURITY TYPE	YES	MARGIN <i>(e.g.: 100)</i>	OTHER RESTRICTIONS <i>(e.g.: Ratings: A or better, Maturity <10 yrs.)</i>
<u>INTERNATIONAL AGENCIES</u> - ALL			
Asian Development Bank			
African Development Bank			
Inter-American Development Bank			
<i>World Bank</i>			
International Bank for Reconstruction and Development			
International Finance Corporation			
<u>AGENCY MORTGAGE -BACKED</u> - ALL			
Pass Throughs-Fixed Rate			
Pass Throughs-Adjust. Rate			
MBS Strips (IO, PO, Recomb)			
Trust Receipts			
<u>AGENCY CMO or REMICS</u> - ALL			
Residuals			
Inverse IO Floaters			
IOettes			
Interest Only (IO)			
Principal Only (PO)			
Inverse Floaters			
Companion Floaters			
Sequential Floaters			
Pac & Other Sequential Floaters			
Z Bonds			
Companion Bonds			
Sequential Bonds			
TAC Bonds			
PAC & Other Scheduled Bonds			
<u>MUNICIPAL NOTE S and BONDS</u> - ALL			
G.O. bonds of any state			
G.O. bonds limited to state of:			
Revenue bonds of any state			
Revenue bonds limited to state of:			
<u>PRIVATE LABELS MBS & CMOS</u> - ALL			
MBS Pass Throughs			
<i>CMO TYPES:</i>			
Residuals			
Inverse IO Floaters			
IOettes			

EXHIBIT A
SCHEDULE OF ELIGIBLE SECURITIES
Page 3 of 3

SECURITY TYPE	YES	MARGIN <i>(e.g.: 100)</i>	OTHER RESTRICTIONS <i>(e.g.: Ratings: A or better, Maturity <10 yrs.)</i>
<u>PRIVATE LABELS MBS & CMOS</u> - cont.			
Interest Only (IO)			
Principal Only (PO)			
Inverse Floaters			
Companion Floaters			
Sequential Floaters			
PAC & Other Sequential Floaters			
Z Bonds			
Companion Bonds			
Sequential Bonds			
TAC Bonds			
PAC & Other Scheduled Bonds			
<u>ASSET BACKED SECURITIES</u> - ALL			
Asset Backed Securities			
<u>CORPORATES</u> - ALL			
Domestic Rated AAA			
Domestic Rated AA			
Domestic Rated A			

PUBLIC ENTITY ACKNOWLEDGES AND AGREES THAT IF A CLASS OF SECURITY CONTAINS NEW ISSUES OF SECURITIES, SUCH NEW ISSUES OF SECURITIES SHALL BE DEEMED TO BE ELIGIBLE SECURITIES.

[PUBLIC ENTITY]
LAMAR CISD
Michael Richard

By: _____
[SIGNATURE]

Title: **President**

Date: 10/18/2012

[BANK OF AMERICA]
BANK OF AMERICA N.A.

By: _____
[SIGNATURE]

Title: _____

Date: _____

[BANK OF NEW YORK]
**THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.**

By: _____
[SIGNATURE]

Title: _____

Date: _____

**EXHIBIT B
 CERTIFICATE OF AUTHORIZED PERSONS
 (Oral and Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting President of Lamar CISD ("Public Entity") and further certifies that the following officers or employees of Public Entity have been duly authorized to deliver Oral and Written Instructions to The Bank of New York Mellon Trust Company, N.A. ("Bank of New York") pursuant to the Tri-Party Collateral Management Agreement among Public Entity, Bank of America N.A. ("Bank of America") and Bank of New York dated 10/18/2012, and that the signatures appearing opposite their names are true and correct:

<u>Jill Ludwig</u>	<u>CFO</u>	
Name	Title	Signature
<u>Michele Reynolds</u>	<u>Director of Finance</u>	
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate seal]

_____ [SIGNATURE]

Title: **President**

Date: 10/18/2012

COLLATERAL SECURITY AGREEMENT

This COLLATERAL SECURITY AGREEMENT is made and entered into on the date last herein written by and between the Lamar CISD, hereinafter called "Depositor", and Bank of America, N.A., a national banking association, organized under the laws of the United States and authorized by law to do banking business in the state of Texas, hereinafter called "Bank".

Background

Depositor, through action of its Governing Body, has designated Bank as a depository for public funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its Governing Body, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under this Collateral Security Agreement. Bank's Deposit Agreement is incorporated herein for all purposes; however, to the extent that any provision therein conflicts with any provision herein, this Collateral Security Agreement will control. **All funds on deposit with Bank to the credit of the Depositor are required to be secured by collateral as provided in the state statute: Government Code Chapters 2256 and 2257 of the state of Texas and subsequent amendments therefore, and Texas Local Government Code Chapters 105, 116 and 117 (if applicable); (hereinafter referred to as the "Public Funds law").**

To perfect the security interest of the Depositor in the collateral pledged by the Bank, an independent third party financial institution, acceptable to both parties, will hold the collateral in a custody account maintained by Custodian (as defined below) in the name of Bank and subject to the control of Depositor. Such independent third party financial institution is hereafter referred to as "Custodian."

NOW, THEREFORE, in consideration of the foregoing, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I.

In accordance with the terms of this Collateral Security Agreement, Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets owned by Bank and maintained by Custodian in the name of Bank and subject to the control of Depositor (hereinafter, the "Collateral"), to secure the deposits held by Bank for Depositor as required by the Public Funds law.

II.

The total market value of the Collateral (which includes accrued interest or income to the extent it is not included in the market price) will be in an amount at least equal to such amount as is required under the Public Funds law. When additional Collateral is required to cover incremental deposits, Bank must receive the request for Collateral prior to 9:30 a.m. mountain time or 10:30 a.m. central time. Twenty-four hours notice is necessary on incremental deposits that will result in the deposit of additional Collateral in excess of \$3 million.

III.

Bank has heretofore or will immediately hereafter deliver to Custodian Collateral of the kind and character permitted by the Public Funds law of sufficient amount and market value to provide adequate Collateral for the uninsured funds of Depositor deposited with Bank. The Collateral or substitute Collateral, as hereinafter provided for, shall be kept and retained by Custodian in an account maintained in the name of Bank and subject to the control of Depositor so long as the depository relationship between Depositor and Bank shall exist hereunder.

IV.

Bank shall cause Custodian to accept the Collateral and hold the same for the purpose herein stated.

V.

Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit, or in case Bank becomes insolvent or in any manner breaches its contract with Depositor, Depositor shall give written notice of such failure, insolvency or breach to Bank, and Bank shall have ten days to cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within ten days, it shall be the duty of Custodian, upon demand of Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the Collateral to the Depositor. Depositor may sell all or any part of the Collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to Bank for the remainder, if any, of the proceeds or Collateral remaining unsold.

VI.

Any sale of the Collateral, or any part thereof, made by Depositor hereunder may be either at public or private sale; provided, however, Depositor shall give to Bank ten days written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefor for cash. Depositor and Bank shall have the right to bid at such sale.

VII.

If Bank shall desire to sell or otherwise dispose of any one or more of the securities so deposited with Custodian, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire.

VIII.

Either Depositor or Bank shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be void from and after the expiration of sixty days after the receipt of such notice, provided all provisions of this agreement have been fulfilled. **The Bank will automatically terminate this Agreement when a Depositor has not required collateral coverage for one year. The Depositor will be notified of this termination at the following address and/or telephone number and/or fax:**

ADDRESS:	Jill Ludwig
ADDRESS:	3911 Avenue I
CITY, STATE, ZIP CODE:	Rosenburg, TX 77471
TELEPHONE NUMBER:	832-223-0150
FAX NUMBER:	832-223-0190

IX.

Any notice required to be given to Bank in writing shall be sufficient if delivered to the following address:

Bank of America
Collateral Management
NC1-007-25-03
100 N. Tryon St.
Charlotte, NC 28255-0001
(800) 583-6408 – phone
(800) 896-6996 – fax
collateral.management@bankofamerica.com

The Bank may change the above address by notifying Depositor by facsimile or by such other means as is consistent with Bank's usual means of notification to Depositor.

X.

This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors.

XI.

No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Executed the 18th day of October, 2012 by the undersigned duly authorized officers of the parties hereto.

FOR BANK:

(Signature)

(Title)

FOR DEPOSITOR:

(Signature)

President

(Title)

(Rev. 06-05)

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PARENT INVOLVEMENT WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 12 – 16, 2012 as “Parent Involvement Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Parent involvement is a key component in our district and campus action plans. According to research in the area of family-school partnerships, parent involvement in education positively impacts student achievement.

Knowing that parent involvement is the key to improving student achievement, proclaiming November 12 – 16, 2012 as Parent Involvement Week will provide the community with a clear statement that parent involvement is valued and very important in the Lamar CISD. Special events for parents will be planned at our campuses during the month of November.

PROGRAM DESCRIPTION:

Celebrating parental involvement in schools began with the Greater Houston Partnership’s Business Promise Council in 1994 and has since become a Texas-wide initiative. In addition to campus celebrations, each campus is being encouraged to distribute a Parental Involvement Pledge and Parent Involvement Policy that outlines the commitment and shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by: Mike Rockwood, Executive Director of Community Relations
Jill Duban, Parent Involvement Coordinator

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, parent and family involvement in the lives of children is critical to their success; and

Whereas, extensive research has shown parental involvement in education increases the likelihood of student success and is critical to students' achieving high levels of academic achievement and performance; and

Whereas, the objectives of Parent Involvement Week are to promote a greater knowledge of the efforts being made in the District to encourage parental involvement in education, to provide a greater awareness of the parent/family involvement activities and resources that are available to parents and families of school-aged children, and to promote a greater understanding of the responsibilities shared by parents, schools and the community to ensure high student achievement; and

Whereas, Parent Involvement Week will bring greater awareness of the importance of parent and family involvement in the schools;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 12 – 16, 2012 to be “Parent Involvement Week” in the Lamar Consolidated Independent School District.

October 18, 2012

Michael Richard, President

Julie Thompson, Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the district.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Meyer PTO donated \$10,000 to be used towards field trip registrations and bus fees at Meyer Elementary School.

Fluor Community Involvement Team donated \$2,900 to be used towards student supplies as needed at Smith Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL TO AUTHORIZE SUBMISSION OF DOCUMENTATION OF
EMINENT DOMAIN AUTHORITY IN TEXAS**

RECOMMENDATION:

That the Board of Trustees authorize the submission of the required documentation of eminent domain authority in Texas to the State Comptroller's Office.

IMPACT/RATIONALE:

Senate Bill 18, 82nd Legislature, and Board Policy CHG (Legal) require that, not later than December 31, 2012, the District shall submit to the Comptroller a letter stating that the District is authorized by the state to exercise the power of eminent domain and identifying each provision of law that grants the District that authority. The District must send the letter by certified mail, return receipt requested. If the District does not submit the letter, the authority of the District to exercise the power of eminent domain expires on September 1, 2013. *Gov't Code 2206.101(b)–(c)*.

PROGRAM DESCRIPTION:

Lamar Consolidated Independent School District is an entity with authority to exercise the power of eminent domain because it is an independent school district created in accordance with the laws of Texas. Specifically, the Texas Education Code states:

*An independent school district may, by the exercise of the right of eminent domain, acquire the fee simple title to real property on which to construct school buildings or for any other public use necessary for the district. **Tex. Educ. Code § 11.155(a)***

The District also has authority to exercise the power of eminent domain if it creates an athletic stadium authority pursuant to Chapter 45, Subchapter F of The Texas Education Code. For the purpose of carrying out any power conferred by this subchapter, an authority may acquire the fee simple title to land and other property and easements by condemnation in the manner provided by Chapter 21, Property Code. **Tex. Educ. Code § 45.161**

In addition, the District may exercise the power of eminent domain jointly with a municipality for limited purposes under Texas Local Government Code, Chapter 273. A municipality may, in accordance with this chapter, acquire property separately or jointly with another municipality or other governmental entity by gift, dedication, or purchase, with or without condemnation. Condemnation of property under this chapter shall be in accordance with state law relating to eminent domain, which may be Chapter 21, Property Code, or any other state law governing and relating to the condemnation of land for public purposes by a municipality. **Tex. Local Gov't Code §§ 273.001, .002.**

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

October 19, 2012

Ms. Susan Combs
Texas Comptroller of Public Accounts
P.O. Box 13942
Austin, Texas 78711

Dear Ms. Combs:

Pursuant to Senate Bill 18, please accept this letter as documentation of the authority to exercise the power of eminent domain in the State of Texas.

Each law that grants such authority is listed below:

Lamar Consolidated Independent School District is an entity with authority to exercise the power of eminent domain because it is an independent school district created in accordance with the laws of Texas. Specifically, the Texas Education Code states:

*An independent school district may, by the exercise of the right of eminent domain, acquire the fee simple title to real property on which to construct school buildings or for any other public use necessary for the district. **Tex. Educ. Code § 11.155(a)***

The District also has authority to exercise the power of eminent domain if it creates an athletic stadium authority pursuant to Chapter 45, Subchapter F of The Texas Education Code. For the purpose of carrying out any power conferred by this subchapter, an authority may acquire the fee simple title to land and other property and easements by condemnation in the manner provided by Chapter 21, Property Code. **Tex. Educ. Code § 45.161**

In addition, the District may exercise the power of eminent domain jointly with a municipality for limited purposes under Texas Local Government Code, Chapter 273. A municipality may, in accordance with this chapter, acquire property separately or jointly with another municipality or other governmental entity by gift, dedication, or purchase, with or without condemnation. Condemnation of property under this chapter shall be in accordance with state law relating to eminent domain, which may be Chapter 21, Property Code, or any other state law governing and relating to the condemnation of land for public purposes by a municipality. **Tex. Local Gov't Code §§ 273.001, .002.**

We believe this letter (when submitted via Certified Mail, Return Receipt Requested) satisfies the requirements of Senate Bill 18 to maintain the District's authority to exercise the power of eminent domain.

Sincerely,



Thomas Randle, Ed.D.
Superintendent



Required Documentation of Eminent Domain Authority in Texas

What action must be taken: Per Senate Bill 18 enacted by the 82nd Legislature, all public and private entities authorized to exercise the power of eminent domain in Texas are **required to submit a letter to the Comptroller of Public Accounts detailing their legal authority to exercise this power. The letter must be sent by certified, return receipt mail not later than December 31, 2012.** (Per the bill, the authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the letter has been submitted by the deadline.)

About this form: This form is designed to guide entities in submitting the required information on eminent domain authority. Once the fields have been completed, the form can be printed and mailed via certified, return receipt to the address provided to meet the requirements of the bill.

Entity Information

- 1. Full, legal name of entity: Lamar Consolidated Independent School District
- 2. Alternate name of entity (if any): _____
- 3. Primary address: Street or P.O. Box 3911 Avenue I
City, State, Zip Code Rosenberg, TX 77471
- 4. Primary phone number (with area code): 832-223-0110
- 5. Entity contact: First name Jill Last name Ludwig
Phone number (with area code): 832-223-0152 E-mail address: ludwig@lcisd.org
- 6. Alternate contact: First name Thomas Last name Randle
Phone number (with area code): 832-223-0110 E-mail address: terandle@lcisd.org

Eminent Domain Authority

- 7. Does your entity have eminent domain authority in Texas? Yes No
- 8. If "yes" to question 7, please identify all of the applicable provisions of state law that grant eminent domain authority to this entity. Please cite as Title or Code or Article, Section Number/Name (for example, Texas Government Code, Section 43.136 or Article 7849, Auxiliary Water Laws).

The applicable provisions of state law that grant eminent domain authority to this entity are as follows:

- Tex. Educ. Code § 11.155(a)
- Tex. Educ. Code § 45.161
- Tex. Local Gov't Code §§ 273.001, .002

9. Please indicate the first year in which this entity exercised eminent domain authority (if known): _____

DISCLAIMER: Chapter 2206, Subchapter C, Government Code (as added by Senate Bill 18, 82nd Regular Session) requires the Comptroller of Public Account to collect information and report to the Legislature all entities in the state of Texas that have the authority to exercise the power of eminent domain. Entities that provide information to the Comptroller represent and warrant that the information is accurate and complete to the best of their knowledge. **Entities that provide information acknowledge that it is their responsibility to submit a letter by certified mail, return receipt requested to the Comptroller's office, indicating that the Entity is authorized to exercise eminent domain authority and to identify each law that grants such authority.** The Entity further acknowledges that the Comptroller's office is not responsible to submit said letter, nor is it responsible for the Entity's failure to submit said letter as required by law, and that such failure may cause the entity's power of eminent domain to expire on September 1, 2013. The Entity also acknowledges that the Comptroller of Public Accounts is a state agency subject to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, and that the information submitted to this office may be subject to disclosure to the public under Section 552.101, et seq., of the Code.

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address on this form or sb18compliance@cpa.state.tx.us.

By signing, I agree that the information is true and correct.

Mail this form via certified mail to:
COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 13942
Austin, Texas 78711

sign here

Signature

Date

Michael Richard, Board President
Print Name/Title

832-223-0110
Phone (area code and number)

For questions or additional information, please e-mail: sb18compliance@cpa.state.tx.us or go to: www.window.texas.gov/sb18compliance

**CONSIDER APPROVAL OF
ATHLETIC AND TRAINER SUPPLIES**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the athletic and trainer supplies bid.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

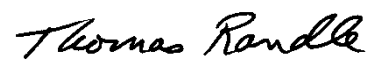
The intent of Bid 33-2012 is to establish a discount from catalog or published price lists for a variety of athletics and trainers' supplies. The categories included in this bid are:

Athletic Facility Storage Equipment	Athletic Field Markers
Bags, Sports Equipment	Baseball Equipment
Basketball Equipment	Coaching Equipment and Supplies
Wrestling Equipment	Football Equipment
Golfing Equipment	Gymnasium Apparatus & Equipment
Gymnasium Mats	Physical Education Equipment
Soccer Equipment	Softball Equipment
Swimming Equipment	Tennis Equipment
Track Equipment	Trainers' Supplies
Umpire, Referee and Coaches Equipment	Volleyball Equipment
Weight Lifting Equipment & Accessories	

Using this bid, the athletic departments may competitively purchase a wide variety of equipment and supplies when exact quantities cannot be specified or anticipated in advance. Purchasing is recommending an award to all vendors who submitted a completed bid package regardless of discount. This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases delineated by the vendor and accepted by the District prior to renewal. It is the intent of the administration to renew this contract for years 2 and 3 based on pricing and performance.

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

Recommended for approval:


Dr. Thomas Randle
Superintendent

Bid Summary
Bid 33-2012
Athletic and Trainer Supplies
October 18, 2012

Vendor	Athletic Facility Storage Equipment	Athletic Field Markers, Goal Posts, Bases, Etc	Bags, Sports Equipment	Baseball Equipment	Basketball Equipment	Coaching Equipment and Supplies	Wrestling Equipment	Football Equipment	Golfing Equipment	Gymnasium Apparatus & Equipment	Gymnasium Hangers, Covers, Mats and Trucks
Aluminum Athletic Equipment Co.	No Bid	10%	No Bid	10%	No Bid	No Bid	No Bid	10%	No Bid	No Bid	No Bid
BSN Sports	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Championship Trophies	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Clever Items	No Bid	No Bid	0%	0%	0%	0%	0%	0%	0%	No Bid	No Bid
Colorado Time Systems	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Gandy Ink	No Bid	No Bid	No Bid	0%	0%	No Bid	No Bid	0%	0%	No Bid	No Bid
Gulf Coast Athletic Supply	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%
Life Fitness	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Multisports, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Neff Motivation, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Off The Blocks	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Progressive Commercial Aquatics, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Promaxima Fitness	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25-35%	No Bid	No Bid	25-35%	No Bid
S&S Worldwide	18%	18%	18%	18%	18%	18%	No Bid	18%	No Bid	18%	18%
Sign Solutions, Inc.	No Bid	No Bid	No Bid	0-10%	0-10%	0-10%	0-10%	0-10%	0-10%	No Bid	No Bid
Soccer Depot Inc.	No Bid	25-35%	25-35%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
StarZone Fashions	No Bid	No Bid	12%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Swim Shops of the Southwest	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Team Sports of Texas	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%
Tennis Express	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Texas Swim Shop	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
US Games	15%	15%	15%	15%	15%	15%	No Bid	15%	No Bid	15%	15%
Wilkins Solutions Enterprise	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%
Vendor	Physical Education Equipment	Soccer Equipment	Softball Equipment	Swimming Equipment	Tennis Equipment	Track Equipment	Trainers' Supplies	Umpire, Referee and Coach Equipment, Clothing & Supply	Volleyball Equipment	Weight Lifting Equipment & Accessories	Freight
Aluminum Athletic Equipment Co.	10%	10%	10%	No Bid	No Bid	10%	No Bid	No Bid	No Bid	No Bid	FOB Rosenberg
BSN Sports	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	FOB Destination
Championship Trophies	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10-25%	No Bid	No Bid	Not Specified
Clever Items	No Bid	0%	0%	No Bid	0%	No Bid	No Bid	0%	0%	No Bid	Call for Quote
Colorado Time Systems	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Call for Quote
Gandy Ink	0%	0%	0%	No Bid	No Bid	0%	No Bid	0%	No Bid	No Bid	Free Shipping
Gulf Coast Athletic Supply	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	10-30%	Free Standard S/H
Life Fitness	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	Call for Quote
Multisports, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%	Not Specified
Neff Motivation, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	No Bid	FOB Destination
Off The Blocks	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	0%	No Bid	No Bid	Free Delivery
Progressive Commercial Aquatics, Inc.	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$60/Delivery
Promaxima Fitness	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	25-35%	Call for Quote
S&S Worldwide	18%	18%	18%	No Bid	18%	18%	18%	18%	18%	18%	Free S/H unless FOB/Dropship
Sign Solutions, Inc.	No Bid	0-10%	0-10%	0-10%	0-10%	0-10%	0-10%	No Bid	0-10%	0-10%	Call for Quote
Soccer Depot Inc.	No Bid	25-35%	No Bid	No Bid	No Bid	No Bid	No Bid	25-35%	No Bid	No Bid	Not Specified
StarZone Fashions	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Free Standard S/H
Swim Shops of the Southwest	No Bid	No Bid	No Bid	0-25%	No Bid	No Bid	No Bid	0-25%	No Bid	No Bid	Free S/H except on oversize/weighted
Team Sports of Texas	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	10-45%	Not Specified
Tennis Express	No Bid	No Bid	No Bid	No Bid	30-40%	No Bid	No Bid	No Bid	No Bid	No Bid	Call for Quote
Texas Swim Shop	No Bid	No Bid	No Bid	15%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Free S/H except on oversize/weighted
US Games	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	FOB Destination
Wilkins Solutions Enterprise	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	0-50%	Call for Quote

**DISCUSSION OF WINE AND BEER PERMIT AT CONVENIENCE STORE
NEAR SCHOOL DISTRICT PROPERTY**

SSP Beverage LLC is filing for a wine and beer retailer's off-premise permit/license for a proposed convenience store to be located at the southeast corner of FM 1640 and Reading Road, Rosenberg, TX. According to the Texas Education Code, "the board of trustees of a school district shall attempt to provide a safe alcohol-free environment to students coming to or going from school. The board of trustees may cooperate with local law enforcement officials and the Texas Alcoholic Beverage Commission in attempting to provide this environment and in enforcing Sections 101.75, 109.33, and 109.59, Alcoholic Beverage Code. Additionally, the board, if a majority of the area of a district is located in a municipality with a population of 900,000 or more, may petition the commissioners court of the county in which the district is located or the governing board of an incorporated city or town in which the district is located to adopt a 1,000-foot zone under Section 109.33, Alcoholic Beverage Code."

Resource Person: Dr. Thomas Randle, Superintendent



E. V. "Chip" Bonner, Jr.
Executive Vice President
and General Counsel

Tel: 361.693.3735
Fax: 361.693.3725
ebonner@susser.com

October 10, 2012

Via email – mckeever@lcisd.org

Mr. Kevin McKeever
Administrator of Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

RE: Application for Texas Alcoholic Beverage Commission Wine & Beer Retailer's Off-Premise Permit; Proposed convenience store to be located at the southeast corner of FM 1640 and Reading, Rosenberg, Harris County, Texas

Dear Mr. McKeever:

This letter is to notify you, in accordance with The Texas Alcoholic Beverage Code, that an application is in process for a Wine and Beer Retailer's Off-Premise Permit for the above-referenced location. The name of the applicant is SSP Beverage LLC. This letter is formal notification to your office that a permit is being sought for this location and that the proposed premises are within 1,000 feet of the property lines of Lamar Jr. High School. The proposed location is shown on the attached site plan and is approximately 717 feet from Lamar Jr. High School located at 4814 Mustang Avenue, Rosenberg, Texas 77471.

In order for us to proceed with our plans for this location, we would appreciate an acknowledgment from you that you have received this information and that Lamar Consolidated Independent School District will have no objections to our project.

Respectfully submitted,

SSP Beverage LLC

E.V. Bonner, Jr.

Confirmed this _____ day of October, 2012:

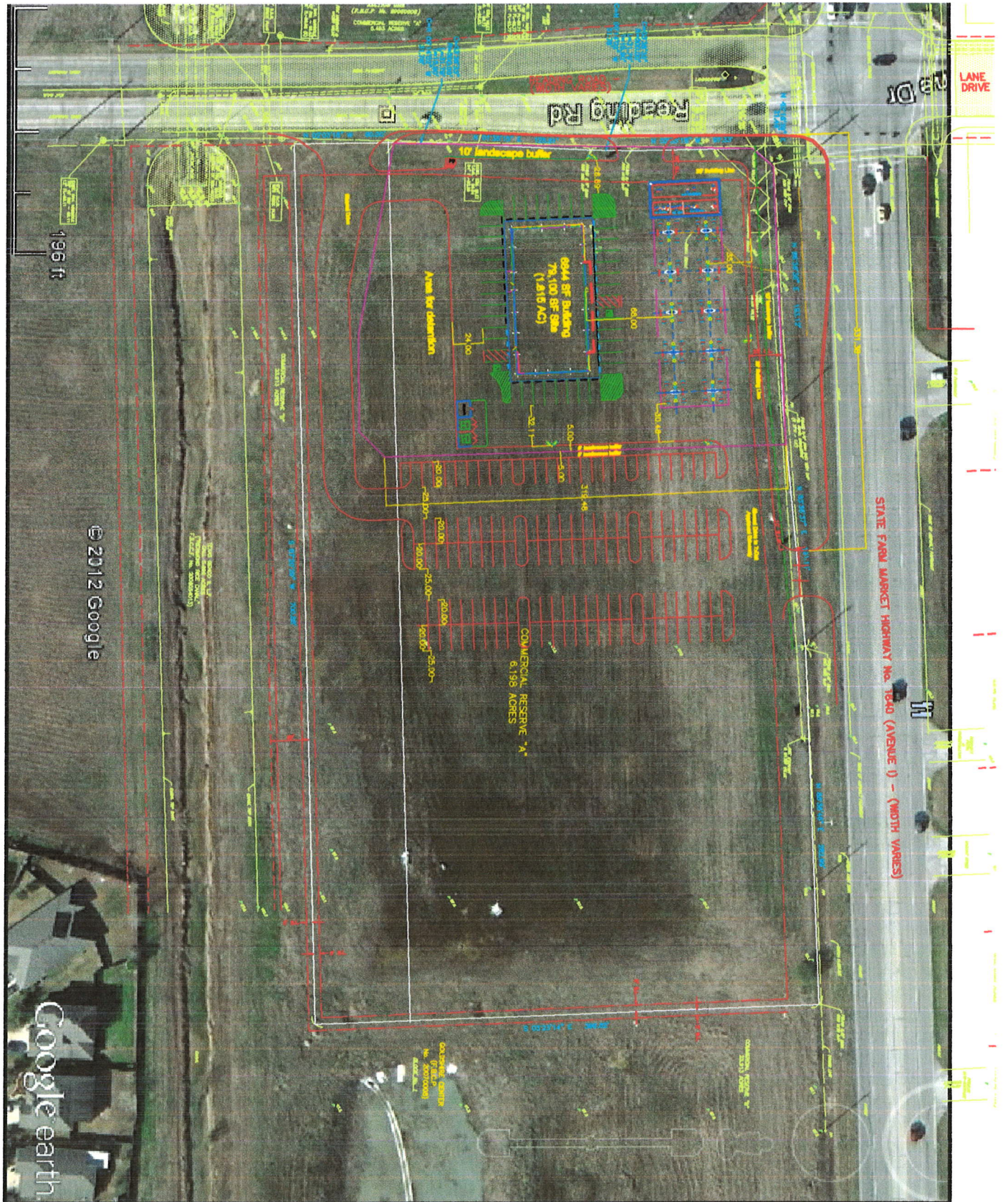
Lamar Consolidated Independent School District

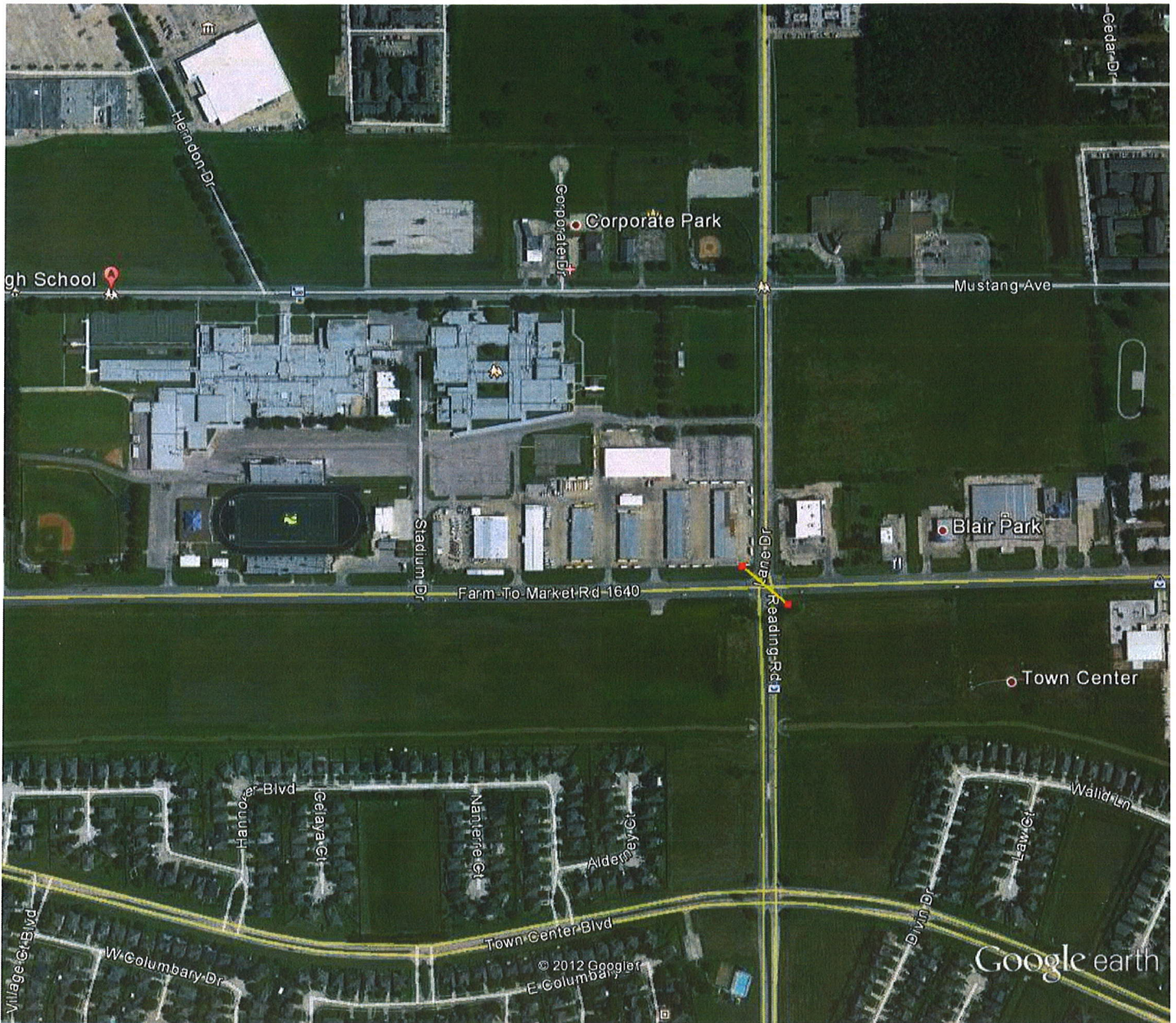
By: _____
Name: _____
Title: _____



EVBjr:dbs

cc: Rich Bills
Cedarwood Development VIA EMAIL



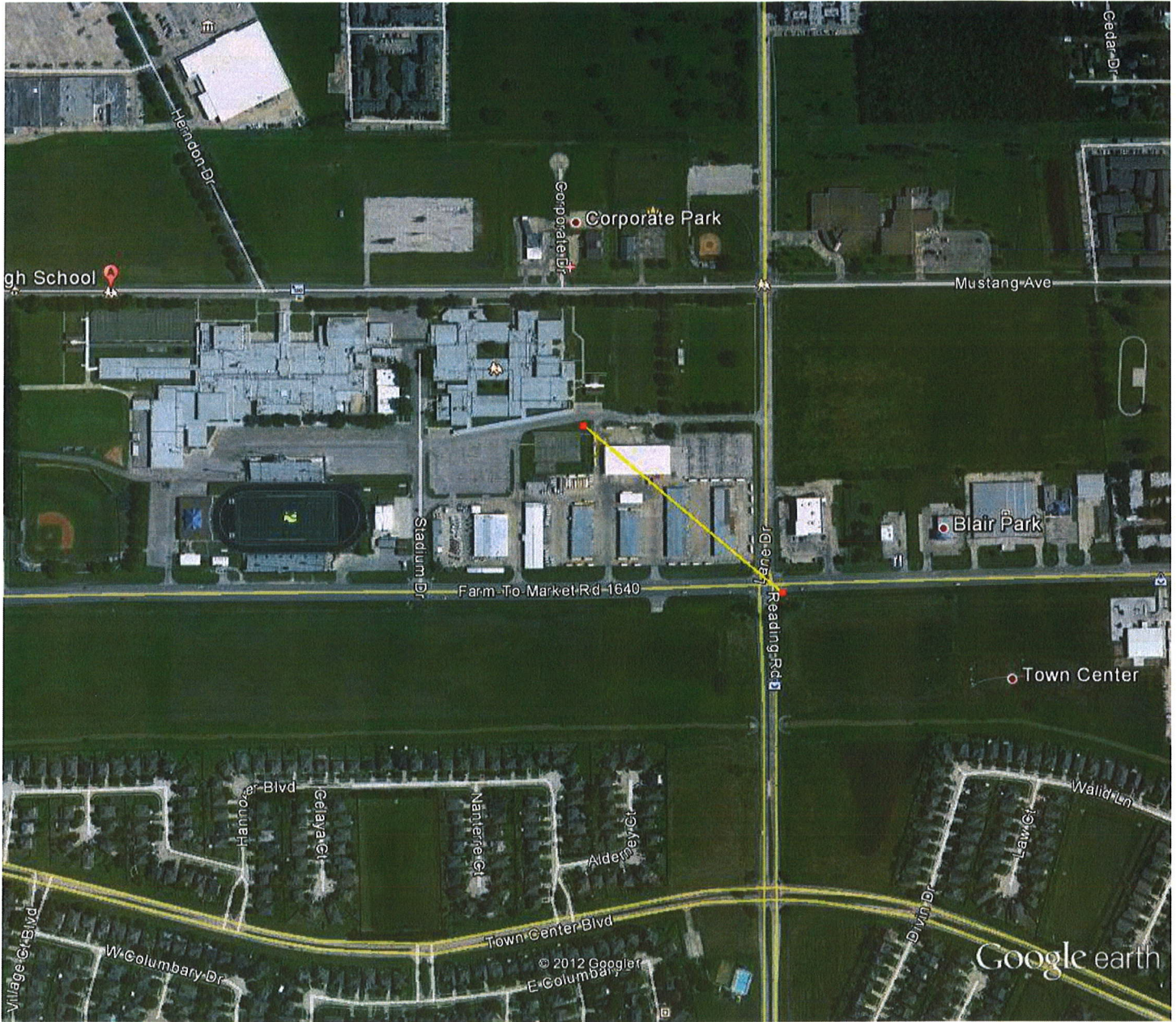


Google earth

feet
meters



1300 feet to dcisa property
damar Jr. High Front door is just over 1000 ft.



Google earth



**CONSIDER APPROVAL OF CSP #35-2012 FOR THE
AGRICULTURAL FACILITY RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve BLS Construction, Inc. for the renovations to the Agricultural Facility in the amount of \$413,000 and amend budget as necessary.

IMPACT/RATIONALE:

October 9, 2012 competitive sealed proposals were received. Six (6) contractors submitted proposals. These renovations are budgeted for in the 2011 Bond Referendum. After review of all the proposals, VLK Architects Inc., Gilbane, and the administration recommend BLS Construction, Inc. base bid only. No alternate bids were taken.

PROGRAM DESCRIPTION:

Upon approval BLS Construction Inc. will begin the Agricultural Facility renovations.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



VLK | ARCHITECTS

October 10, 2012

Mr. Ed Bailey
Program Director
Lamar CISD 2006 Bond Program
Gilbane Building Company
1002 ½ East Stadium Drive
Rosenberg, Texas 77471

Re: Lamar CISD Agricultural Barn Renovations
VLK project # 1231.00

Dear Mr. Bailey:

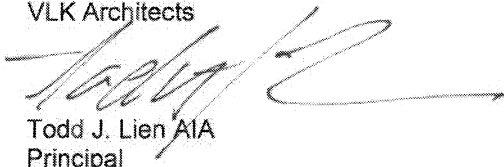
On Tuesday, October 9, 2012, Competitive Sealed Proposals were received at the Lamar Consolidated Independent School District's Administration Building for the Agricultural Barn Renovations. Six (6) Contractors submitted proposals.

Based on a review of the submitted proposals, accompanying proposal bonds and after evaluation of the proposals based on the districts selection criteria published in the specifications, per Education Code Chapter 44 and SB 669, and per our meeting with Gilbane and the evaluation committee, VLK Architects, hereby recommends that the Lamar Consolidated Independent School District Board of Trustees award the construction contract to **BLS Construction Inc. in the sum of Four Hundred Thirteen Thousand Dollars (\$413,000.00)**. This award includes the Base Proposal only, no alternate bids were taken on this project. BLS Construction Inc. is the highest ranked proposer based upon the proposed price and scoring of the published criteria and therefore represents the best value to the District.

BLS Construction Inc. is an El Campo based general contractor that has been actively involved in the construction industry for many years. After discussions with their references, we feel they are well qualified to execute the requirements of this contract.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
VLK Architects



Todd J. Lien AIA
Principal

CC: File

Final Recommendation	
<p>Recommendation: BLS Construction</p> <p>Total Contract Amount \$413,000.00</p>	

Firm	Overall Evaluation Score	Overall Rank	Evaluation Spread %	Total Proposal Amount	Proposal Spread \$\$\$
Bass Construction	89.61%	2	3.26%	\$ 455,000.00	\$42,000
BLS Construction	92.87%	1	0.00%	\$ 413,000.00	\$0
General Contractor Services	65.83%	6	27.04%	\$ 575,000.00	\$162,000
ICI Construction	88.17%	3	4.69%	\$ 438,000.00	\$25,000
Division One					
M. Scott Construction, LTD					
Prime Contractors	70.43%	5	22.44%	\$ 495,000.00	\$82,000
Purcell Construction	80.76%	4	12.10%	\$ 546,000.00	\$133,000

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH
FORT BEND COUNTY FOR RADIO SYSTEM USE**

RECOMMENDATION:

That the Board of Trustees approve the interlocal agreement with Fort Bend County to access the County's Public Safety Radio System.

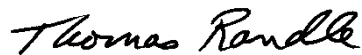
IMPACT/RATIONALE:

The agreement with Fort Bend County allows Lamar CISD in conjunction with the Rosenberg Police Department to access the county's trunked 800 Megahertz Public Safety Radio System. This agreement allows access for eight radios to the Primary Dispatch System. In this case, the Primary Dispatch System is the Rosenberg Police Department. The approximate cost is \$912 per year.

PROGRAM DESCRIPTION:

The use of these radios in conjunction with Lamar CISD's own communication system allows almost instant access to the police department, fire department, and emergency assistance (911). This interlocal agreement will allow a continuation of a program that we have had for several years.

Recommended for approval:



Dr. Thomas Randle
Superintendent

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court (“**County**”), and the **Lamar Consolidated Independent School District**, a municipal corporation of the State of Texas (“**District**”).

WITNESSETH:

THAT WHEREAS, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission (“FCC”) for operation of same; and

WHEREAS, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and

WHEREAS, the **County** desires to accommodate the **District’s** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and

WHEREAS, the **District** desires to use **County’s** Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

WHEREAS, the governing body of **County** has duly authorized this Agreement; and

WHEREAS, the governing body of **District** has duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **District** hereby agree as follows:

**I.
DEFINITIONS**

1.01 “Primary Dispatch System” – A communications system upon which the **District**, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its radio units.

1.02 “Priority Access” – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

1.03 “Radio System” – A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

1.04 “Radio Unit” – Mobile, stationary or portable radio communication units communicating among themselves at certain airwave frequencies.

1.05 “Systems Code Identification Number” – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

II. **OBLIGATIONS OF COUNTY**

2.01 The **County** agrees that during the term of this Agreement it shall:

- A. Allow the **District** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.
- B. Provide to the **District** a Systems Code Identification Number that will access the **County’s** Radio System, thereby providing a Primary Dispatch System for the **District’s** Radio Units, up to a maximum of 20 units. The **District** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **District’s** Radio Units must be made contemporaneously and be attached as **District’s** Exhibit “A” to this Agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.
- C. Allow the **District** to cover the Radio Units described in **District’s** Exhibit “A” under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **District** under the **County’s** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **District’s** Exhibit “B” and be incorporated herein for all purposes.
- D. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- E. In the event the **District** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio Units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.
- F. Provide for the same level of Priority Access for the **District** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County’s** maintenance contract with the vendor.

The **County** reserves the right to determine and approve equipment to be used on the radio system. **County** will provide a written list of approved equipment as Exhibit “D” to this document. All equipment must be purchased new or with written approval of the radio system manager. The **County** reserves the right to change or modify this list at any time with written notification to the subscriber.

III. **OBLIGATIONS OF DISTRICT**

3.01 The **District** agrees that during the term of this Agreement it shall:

- A. Assume responsibility for providing the County with a list of each and every Radio Unit to be used in the County’s Radio System, including model number and serial number to be attached to this agreement as District’s Exhibit “A” and incorporated herein for all purposes. Furthermore, should the District desire to increase or decrease the number of Radio Units listed in paragraph 2.01(b) above, that have access to the Radio System, the District shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The

District may not increase the number of Units above the maximum number stated in 2.01(b) above.

- B. In the event that any one or more of the Radio Units listed in paragraph 2(b) becomes lost or stolen, the **District** agrees to notify the **County** of same within twenty-four hours that the **District** knows or has reason to know that such Radio Unit or Units have become lost or stolen.
- C. Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.
- D. Assume responsibility for providing the **County** with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **District's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **District's** Exhibit "B."
- E. To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- F. Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County**, in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.
- G. The **County** will not consider for approval any Agreement not complete and including all required documentation.

IV. ASSIGNABILITY

4.01 This Agreement is for the benefit of the **District**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **District** to any third party without prior written consent of the **County**. If requested in writing, the billing can be itemized to reflect different agencies or departments.

V. PAYMENT OF FEES

5.01 The **District** shall pay the **County** the sum of **NINE DOLLARS AND 50/100 CENTS (\$9.50)** per month per Radio Unit for system access, a sum of **THIRTY DOLLARS AND NO/CENTS (\$30.00)** per radio for initial programming, and a sum of **TWENTY FIVE DOLLARS AND NO/CENTS (\$25.00)** for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. Programming charges will be billed immediately following completion of services by the **County**. All maintenance fees (at the published contract rate) for the Radio Units listed in **District's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **County** shall invoice **District** for air-time and service contract fees quarterly, on or about the 15th day of March, June, September and December. The **District** shall pay the **County** by the tenth day of the month following receipt of invoice.

5.02 The **District** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

5.03 The **County** will invoice airtime for the three months prior and including the month of the bill, prorating charges for radios added during those months as follows:

Radios added during the 1st and 15th day of a given month will be charged airtime for the entire month. Radios added after the 15th day of a given month will not be charged air time for that month and air time will be charged beginning with the following month

5.04 The **County** will invoice service contract fees for the three months succeeding the month of the bill.

5.05 In the event the **District** elects to increase its number of Units per § 3.01 (a) above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

5.06 Any decrease in the number of units shall be reflected in the **District's** payments in the same manner as described above for increases in the number of units.

5.07 If the Radio System is substantially unavailable to the **District** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

VI. **REVISION OF FEES**

6.01 The **County** may at any time revise the monthly service fees set forth herein by giving the **District** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. The **District** fee increases will be tied to the **District's** pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **District** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

VII. **TERM AND TERMINATION**

7.01 The terms of this Agreement shall commence upon signature of County and end on **September 30, 2013**, or upon thirty (30) days written notice from either party.

7.02 This Agreement may be terminated by either party by giving the other at least thirty (30) days prior written notice.

7.03 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **District** are revoked by the FCC or any successor agency.

7.04 The **District** shall pay the **County** in the manner provided for in V above, for any accrued charges in the event of termination pursuant to this section.

VIII.
NOTICE

8.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To **County**: Fort Bend County
Attention: County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Fax No. (281) 341-8609

To **District**: Lamar Consolidated Independent School District
Attention: Superintendent
3911 Avenue I
Rosenberg, Texas 77471
Fax No. (281) 341-3129

8.02 Either party may change its notice address in accordance with this section.

8.03 Any notice hereunder shall be effective upon receipt.

IX.
MODIFICATION OF AGREEMENT

9.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

X.
COVERAGE

10.01 The **District** acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition and other electrical noise that could be minimized by corrective devices at the **District's** expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **District** herein shall be the sole responsibility of the **District**.

XI.
DEFAULT

11.01 If the **District** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **District**, the **District** shall be deemed in default under this Agreement.

11.02 In the event of default, the **County** has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the **County** pursuant to the terms of this

Agreement, and deny the **District** any service provided by the County under this Agreement. Each and all of the rights and remedies of the **County** hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

XII.
INSURANCE

12.01 THE **DISTRICT** SHALL PROVIDE THE **COUNTY** WITH GENERAL LIABILITY INSURANCE COVERING BOTH THE **COUNTY** AND THE **DISTRICT** FOR LIABILITIES RELATING TO THE USE OF THE RADIO SYSTEM. THE INSURANCE SHALL BE WITH CARRIERS AND IN POLICY LIMITS ACCEPTABLE TO THE **COUNTY**.

12.02 THE DISTRICT SHALL PROVIDE THE COUNTY'S RISK MANAGEMENT DEPARTMENT WITH A COPY OF THE PROPOSED INSURANCE WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE HEREOF. ACCEPTANCE OF AN ORIGINAL CERTIFICATE OF INSURANCE ACCEPTABLE TO THE COUNTY SHALL BE A CONDITION PRECEDENT TO THE DISTRICT'S ACCESS TO THE RADIO SYSTEM.

XIII.
ADMINISTRATIVE GUIDELINES

13.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

XIV.
GENERAL

14.01 This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

14.02 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

[REMAINDER LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

Dianne Wilson, County Clerk

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Superintendent

Date: _____

MTR/2013 agreements/sheriff/radio 08222012

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH REGION 4
EDUCATION SERVICE CENTER FOR RENEWAL OF SAFE SCHOOLS PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the renewal of the District's interlocal agreement with Region 4 Education Service Center in the amount of \$10,748.50 effective from November 1, 2012 through October 31, 2013.

IMPACT/RATIONALE:

Safe Schools Project served as the District's background check provider during initial 2011-2012 school year and assisted the District with the process of performing criminal history checks for applicants and volunteers.

From November 1, 2011 to September 27, 2012, LCISD conducted 3,542 instant database searches.

All new hires must be fingerprinted prior to starting work, but Safe Schools allows us to do a preliminary criminal background check during the hiring process. Additionally, Safe Schools permits us to perform criminal background checks on volunteers, observers, and student teachers prior to the time they report to a campus.

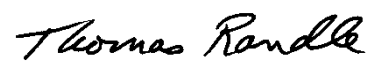
PROGRAM DESCRIPTION:

Services to be provided by Safe Schools Project:

- Instant first inquiry criminal record check
- Batch processing for first inquiry checks
- Dispute resolution service
- Consulting services related to criminal records, personnel policies and procedures
- Social Security number trace and nationwide search of county criminal records in identified counties of residence if requested
- Automated search of Safe Schools Project archives

Submitted by: Dr. Kathleen M. Bowen, Executive Director of Human Resources

Recommended for approval:


Dr. Thomas Randle
Superintendent

INTERLOCAL AGREEMENT
Safe Schools Project Criminal Record Database Package
Region 4 Education Service Center
November 1, 2012- October 31, 2013
Contracting Parties

Lamar Consolidated Independent School District
Name of District

079 901
County - District Number

Region 4 Education Service Center

101 950
County - District Number

This agreement is effective immediately and shall be automatically renewed for each successive one-year period, subject to any written agreement by the parties to any price change or other terms, unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon sixty (60) days prior written notice, or also may be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under sections 791.001 to 791.029 of the Government Code, V.T.C.A., as amended. The purpose of the Region 4 ESC Safe Schools Project is to provide criminal background checks of applicants for employment as well as active employees and volunteers for member school districts through a program coordinated with First Advantage Enterprise Screening Corporation, doing business as (dba) the Safe Schools Project.

Role of the Safe Schools Project includes the following:

1. **INSTANT FIRST INQUIRY CRIMINAL RECORD CHECK.** The district will have unlimited access to the Safe School Project's First Inquiry criminal record data center which provides instant access to over 200 criminal record databases including information from the Texas Department of Public Safety, Texas Department of Corrections, sex offender data from all 50 states, individual county criminal records, and criminal records files from other states. First Inquiry can be used on an unlimited basis for screening of applicants, current employees, volunteers and all other personnel. If additional databases are acquired by the Safe Schools Project, they will be added to the First Inquiry criminal record check.
2. **BATCH PROCESSING OF FIRST INQUIRY CRIMINAL RECORDS CHECKS.** All personnel can be batched processed through First Inquiry with results of the entire batch returned to the district.
3. **DISPUTE RESOLUTION SERVICE.** The Dispute Resolution program relieves the school staff from having to deal with any person who disputes the accuracy of a criminal record. The school district will give the person the 1-800 phone number as found on the Safe Schools website and, after resolution, the district will be notified of the results.

4. **CONSULTING SERVICES RELATED TO CRIMINAL RECORDS, PERSONNEL POLICIES AND PROCEDURES.** The school district will have access to comprehensive administrative and personnel management consulting relating to criminal records via e-mail access to consult@safe-schools.com. This includes access to sample applications and forms to help insure that appropriate policies and procedures are in place to deal with criminal history information.
5. **SOCIAL SECURITY NUMBER TRACE AND SEARCH OF COUNTY CRIMINAL RECORDS IN IDENTIFIED COUNTIES OF RESIDENCE NATIONWIDE.** This search is performed as follows. A social security number trace is conducted to identify counties of current and prior residence, typically going back approximately 7 to 10 years. The criminal record check is then conducted by performing a search of the available county criminal record files (anywhere in the U.S.) in all counties of residence identified by the social security number trace and submitted by the school district. Such county by county criminal records checks will be billed on a calendar monthly basis at the rate of \$28.00 per unique name (i.e. maiden name, other married name). The Safe Schools Project will absorb all court costs incurred. A First Inquiry Criminal Record Check (see number 1 above) is also performed. With the exception of unforeseen circumstances such as weather, courthouse closures, and interruptions beyond control of the Safe Schools Project, results of the criminal record searches will be typically returned within 2 to 3 business days following the day of receipt of the request.
6. **AUTOMATED SEARCH OF SAFE SCHOOLS PROJECT ARCHIVES.** A search of the archives of all previous Safe Schools Project county by county criminal records checks will be performed prior to initiating a new county by county criminal records check. If a criminal record is found in the automated search of the archives, the need for a new county by county criminal records check may be eliminated depending on the school district's policy.

LIMITATION OF LIABILITY. Neither party nor their agents shall be liable for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages whether incurred as a result of negligence or otherwise. It is also understood that since the jurisdictions compiling the databases contained in First Inquiry do not always receive all records from sources covered by their jurisdictions and since such databases are updated on a periodic basis, not all criminal conviction records are contained in First Inquiry. A Social Security Number trace and county by county criminal records check, as described in Section 5 above, might reveal records not identified by First Inquiry. It is also understood that it is possible that records reported from First Inquiry may not be the same as the person being checked due to the similarity of demographic identifiers, particularly with regard to persons with common names (i.e., there could be more than one person with the same first and last name and date of birth). As a result, it is understood that the First Inquiry database search should always be used in conjunction with a further criminal record check in instances where First Inquiry indicates the existence of an applicable criminal record. It should be understood that a criminal record search from any source represents a snapshot of the records which are searched.

By entering this agreement, neither party waives or limits any immunity or other legal defense, except as may otherwise be provided expressly by law.

Role of the Member School District

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a district contact administrator.
3. Purchase services described in items 1- 4 above at a cost of \$3.50 X Number of most recent TEA FTE District Snapshot Count (i.e., \$3.50 X 3071 FTE's = \$10,748.50 annual fee).
4. If district decides to order any County by County Criminal Record Checks (see item 5 above), such County by County Criminal Records Checks will be billed on a calendar monthly basis at the rate of \$28.00 per unique name (i.e. maiden name, other married name).

**CONSIDER APPROVAL OF THE 2012-2013 DISTRICT IMPROVEMENT PLAN AND
CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approve the 2012-2013 District Improvement Plan and Campus Improvement Plans.

IMPACT/ RATIONALE:

Per Texas Education Code §11.252, the local Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. Additionally, the Board must annually approve the District and the Campus performance objectives to determine that campuses are using appropriate measures to generate success. The Board is also responsible for ensuring that the District and Campus Plans support goals as defined in the Elementary and Secondary Education Act as last reauthorized by the No Child Left Behind Act of 2001.

PROGRAM DESCRIPTION:

The District and Campus Plans are required for the purpose of improving student performance. Each plan contains a Comprehensive Needs Assessment, which identifies areas in need of improvement, progress that has been made, and strategies that will be used to address the target areas. In addition, the plans must support the No Child Left Behind (NCLB) goals. The NCLB goals and the priority needs from each plan may be found in the documentation following this agenda item.

The District Plan and the Campus Plans also contain strategies for addressing the objectives which support the six District Goals. The District Goals and objectives are found in the documentation following this agenda item.

Board members may view the entire District Plan and Campus Plans for every campus by following the instructions on the attached page.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education
 Laura Lyons, Executive Director of Elementary Education
 Brian Moore, Director of Research & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

DMac Instructions for Board Members

1. Go to <https://www.dmac-solutions.net>
2. Type in user name “*LCISDBoard*”
3. Type in Password “password”
4. Click on “*SIP*”
5. Click on “*Search*”
6. Campus plans for 2012 – 2013 are first on the list. Note the column with School Year. Select a campus by clicking in the box to the left of the name. Then go to the toolbar and select “*Print*”
7. The district plan for 2011 – 2012 is on page 2 after all of the 2012 – 2013 campus plans. The blue arrows at the bottom go from one page to another. Select the district plan by clicking in the box to the left of the name. Then go to the toolbar and select “*Print*”
8. The entire plan is available. Use the blue arrows on the left side of the toolbar to move through the plan.
9. Please use the “*Close*” feature on the upper right when finished viewing a plan.

COMPREHENSIVE NEEDS ASSESSMENT SUMMARY

SCHOOL YEAR: 2012-2013 LAMAR CISD

Data Sources Reviewed

- PEIMS Snapshot Data
- AYP Reports
- Prior Year AEIS Reports
- PBMAS Reports
- School Leaver Data
- TELPAS Reports
- Discipline Data
- District Surveys
- Local Assessment Data

Identified Strengths/Challenges

Demographic Summary:

- **Students:** The student demographic profile of LCISD is: Hispanic: 46%, White: 29%, African-American: 19%, Asian: 5%, Two or More Races: 1%. In the 2011-2012 school year there were 25,278 students enrolled. At the start of the 2012-2013 school year, that number had increased to approximately 26,100 students, representing a 3.1% increase from the previous year and a 5.9% increase over the past two years.
- **Staff:** As of the 2011-12 school year LCISD had 3071 staff members. 56% of the staff members were White, 29% Hispanic, 14% African-American, and 1% Other. Of the 3071 staff members, 1499 were teachers.

Student Achievement:

- Based on a review pertinent data, from the 2010-2011 and 2011-2012 years, Lamar CISD made the following gains in student performance:
 - Hispanic Reading – Increased from 89% to 90% (+1%)
 - Economically Disadvantaged Reading – Increased from 88% to 89% (+1%)
 - Special Education Reading – Increased from 72% to 75% (+3%)
 - Special Education Math – Increased from 68% to 71% (+3%)
 - Limited English Proficient Reading – Increased from 86% to 87% (+1%)
- Based on a review pertinent data, from the 2010-2011 and 2011-2012 years, Lamar CISD made the following challenges in student performance:
 - Hispanic Math – Declined from 86% to 85% (-1%)
 - Economically Disadvantaged – Declined 84% to 83% (-1%)
 - Maintaining momentum to reach the 2012-2013 expectation of 93% for Reading and 92% for Math per the Texas AYP Workbook.

Identified Needs	Strategies
<p>Demographics:</p> <ul style="list-style-type: none"> Continue planning for expected growth within the current economic climate. 	<ul style="list-style-type: none"> Carry out the timeline for the 2011 Bond election.
<p>Instructional Program</p> <ul style="list-style-type: none"> Continue to make improvements and advancements in the instructional program. Continue improvements in Career and Technical Education. 	<ul style="list-style-type: none"> Continue improvements toward all schools receiving distinction designations at the exemplary level. Increase general education interventions and supports so fewer students need special education services and thereby address AYP. Continue to increase the number of students taking dual credit and AP courses and increase the number of students taking AP tests and receiving a 3 or higher. Educate the Board and the community about the new state assessment program, STAAR. Continue work in Career and Technical Education to increase the number of courses that provide college credit. Continue to work on Career and Technical Education curriculum documents. Continue to expand the implementation of Project Lead The Way.
<p>District Operations:</p> <ul style="list-style-type: none"> Continue improvements to the safety and security of the District's schools. Continue improvements to efficiencies in District operations. 	<ul style="list-style-type: none"> Continue to monitor consistent implementation of the District's procedures regarding school safety and security. Continue implementation of the instructional management system for curriculum, professional development, gradebook, assessment and the parent portal. Provide reports to the Board on the implementation of the recommendations from the Technology audit. Make a recommendation to the Board regarding the student management system, Discovery, regarding replacement or upgrade. Explore the use of process analysis and process improvement as a strategy to improve efficiency and reduce costs.
<p>NOTE: Activities funded through federal programs and State Compensatory Education funds should be identified in the Needs and/or Priorities sections above.</p>	

LAMAR CISD

Goal 1. To deliver in a consistent manner, a planned, monitored instructional program that meets the needs and insures the success of all students resulting in LCISD receiving multiple distinction designations at the exemplary level.

- Objective 1.** Implement a comprehensive curriculum management system to assure appropriate curriculum for all students.
- Objective 2.** A comprehensive program evaluation system will be implemented to improve academic programs and insure academic excellence.
- Objective 3.** A comprehensive student assessment and accountability program will be refined and continued to ensure high expectations for all students, to effectively monitor student progress in mastering the district curriculum, and to ensure that standards for district accountability are established and followed.
- Objective 4.** Curriculum objectives will be measured and student performance analyzed to insure that district curriculum is being learned by students and that, in turn, students are being prepared adequately for the state assessments.
- Objective 5.** Career and technical education will encourage students to achieve excellence by preparing them for secondary and postsecondary opportunities, career preparation and advancement, meaningful work, and active citizenship.
- Objective 6.** Specific actions will be taken yearly to address students at risk of dropping out of school and thereby lower the dropout rate while improving attendance and completion rates for all students and for English Language Learners.
- Objective 7.** Provide services to address the needs of the academically advanced student and improve equity of access to such services.
- Objective 8.** Meet the learning needs of students in grades two and under with a particular emphasis on the development of reading skills.
- Objective 9.** Provide accelerated opportunities for educating At Risk, Title I, and LEP students.
- Objective 10.** Provide quality services for students qualifying for Special Education and 504 including dyslexic students.
- Objective 11.** Automate and integrate administrative tasks to provide more real time access to multiple sources of student, teacher, administrator, and staff information for data driven decision making purposes.
- Objective 12.** Provide quality hardware/software and just in time, campus-based instruction and technical support; provide quality hardware, software and on-line teaching and learning resources that support TEKS, TAKS/STAAR and the District Curriculum.
- Objective 13.** Initiate high school programs and practices which will result in student's increased preparation for postsecondary success.

Goal 2. To attract, retain, and develop talented and highly effective personnel using equitable, efficient procedures; high quality, on-going staff development; performance monitoring and evaluations that result in professional growth.

- Objective 1.** Research, initiate, and continue recruiting and hiring practices that result in hiring and maintaining highly qualified teachers and other staff members.

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LAMAR CISD

- Objective 2.** Review recruitment, selection, and development processes to assure that creative, innovative district and building administrators with the ability to facilitate and manage change are hired and retained.
- Objective 3.** Provide incentives, recognition, rewards, and other structures that help to build staff morale and motivation and retain excellent teachers.
- Objective 4.** Initiate processes and structures which will result in certifications and/or skills for advancement
- Objective 5.** Provide opportunities to promote new teachers' professional competence and growth
- Objective 6.** Work with campuses to provide structures that allow staff members to learn from one another through peer observation, feedback, and other collegial learning processes.
- Objective 7.** Provide professional development opportunities to support improved administrative and teaching strategies/techniques that impact student achievement and behavior and promote the LCISD district curriculum.

Goal 3. To establish a structure for planning that assures that all aspects of maintenance, growth, and improvement are systematically addressed and reviewed to meet both long and short-term needs.

- Objective 1.** Provide training and support for campus, district, and department planning and decision making to promote continuous improvement efforts and to assure consistency in planning.
- Objective 2.** Monitor implementation of administration regulations and best practices on individual campuses, providing advice, clarification, technical feedback, and support.
- Objective 3.** Support systematic processes that improve and ease data management to result in more accurate data for decision-making.
- Objective 4.** Secure, allocate and expend resources in an efficient and effective manner that promotes and supports improved student learning, identified district needs, and input from stakeholders.
- Objective 5.** Review, update, and monitor schedules and procedures governing construction, remodeling, and maintenance of school facilities and transportation to ensure that an optimal environment is provided for teaching and learning.
- Objective 6.** Improve system wide efficiency, productivity, planning, and allocation of resources by aligning, prioritizing, integrating and automating the core functions of departmental, business, and support processes. (3.2)

Goal 4. To create an effective integrated learning environment using technology as a tool to facilitate learning, delivery of instruction, and productivity thereby helping students and staff to become effective and efficient users.

LAMAR CISD

- Objective 1.** Effectively integrate technology into the LCISD curriculum as a learning and productivity tool.
- Objective 2.** Provide students, educators, and staff system-wide equitable access to technology that is current, secure, complex, and powerful enough to meet learning, teaching, and management needs(4.1).
- Objective 3.** Invest and employ strategies for effective and efficient technology use, curriculum integration, community access, support and financial accountability (4.2)
- Objective 4.** Increase campus and district technology communications, data-driven decision making, and quality of internal and external communications both during the day and outside the regular school day (4.5).

Goal 5. To provide multiple communication forums, both within and outside the school district that result in a greater understanding of the needs of all stakeholders, thereby increasing student successes and improving LCISD's image among parents, taxpayers, and other significant groups.

- Objective 1.** Develop and continue image-building activities at both the district and campus level.
- Objective 2.** Provide opportunities for 2-way communication to occur between communitymembers and the district in order to receive input from and provide information to all stakeholders. Include special activities that address communication between the district and parents
- Objective 3.** Establish reciprocal channels of communication between campuses and central administration to assure support for student achievement.
- Objective 4.** Utilize technology to increase communication with community, among schools, and between schools and the district office.
- Objective 5.** Provide school/business partnerships and other structures which result in community support of student learning.
- Objective 6.** Develop practices and programs for parents and families to meet needs and support academic success and high school completion for all students.

Goal 6. To address issues that enhance school climate thereby creating strong, safe, drug-free disciplined schools.

- Objective 1.** Empower students to develop positive internal and external assets so that they are strong and successful learners and are safe and drug-free.
- Objective 2.** Empower all LCISD staff members to work together to create a safe and drug free school environment.
- Objective 3.** Empower parents and community agencies as well as community members to takeactions to ensure that children in LCISD are safe and drug free.

LAMAR CISD

Objective 4. Evaluate effectiveness of student, staff, parent, and community initiatives in establishing strong, drug-free, disciplined schools.

INFORMATION ITEM: QUARTERLY ACADEMIC UPDATE

During the Board/Superintendent team planning session, the Board asked the Superintendent to develop a set of key indicators from the district improvement plan for quarterly reports to the Board. The purpose of the quarterly report is to keep the focus of the Board, the administration, and the district on student performance. This workshop will focus on academic challenges and the effort of the district to meet the highest expectations of the state accountability system.

Resource Person: Dr. Thomas Randle, Superintendent

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT
TRANSFER REQUESTS TO READING JUNIOR HIGH SCHOOL**

A freeze has been placed for new intra-district/inter-district transfer requests at Reading Junior High School for the 2012-2013 school year. It is noted that the freeze on the intra-district/inter-district transfers would not include: (1) Students who are currently transferred into the school; and (2) children of district employees.

Currently, the Reading Junior High School campus has 1612 student enrolled. This freeze will take effect immediately, and will terminate at the end of the 2012-2013 school year. The opening of Polly Ryon Middle School will relieve Reading Junior High School of all 6th grade students for the 2013-2014 school year, thus reducing the total enrollment below the building capacity.

Resource Person: Dr. Walter Bevers, Executive Director of Secondary Education

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF SEPTEMBER 30, 2012)**

- Exhibit "A" gives the LCISD collections made during the month of September 30, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2012 through August 31, 2013.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2012-13 roll as compared to prior years. Through September 30, 2012, Lamar had collected 00.0% of the 2012-13 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2012-2013.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
September 2012**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
11	\$ 148,260.92	\$ 27,335.92	\$ 32,992.80	\$ 208,589.64	\$ 108,797.14	\$ 53,052.49	\$ 39,463.78	\$ 7,276.23
10	\$ 56,411.90	\$ 17,920.41	\$ 14,784.97	\$ 89,117.28	\$ 42,169.89	\$ 28,181.09	\$ 14,242.01	\$ 4,524.29
09	\$ 13,385.04	\$ 15,224.68	\$ 9,536.20	\$ 38,145.92	\$ 10,585.77	\$ 21,531.74	\$ 2,799.27	\$ 3,229.14
08	\$ 13,542.35	\$ 4,439.67	\$ 548.15	\$ 18,530.17	\$ 10,702.24	\$ 4,068.67	\$ 2,840.11	\$ 919.15
07	\$ 886.87	\$ 580.81	\$ 273.06	\$ 1,740.74	\$ 688.17	\$ 722.42	\$ 198.70	\$ 131.45
06	\$ 330.16	\$ 227.19	\$ 91.79	\$ 649.14	\$ 283.85	\$ 287.09	\$ 46.31	\$ 31.89
05	\$ 587.36	\$ 504.78	\$ 190.19	\$ 1,282.33	\$ 512.94	\$ 632.09	\$ 74.42	\$ 62.88
04	\$ 539.39	\$ 521.69	\$ 182.53	\$ 1,243.61	\$ 469.64	\$ 637.87	\$ 69.75	\$ 66.35
03	\$ 133.46	\$ 116.75	\$ 21.95	\$ 272.16	\$ 112.46	\$ 120.40	\$ 21.00	\$ 18.30
02	\$ 285.52	\$ 325.96	\$ 70.98	\$ 682.46	\$ 265.01	\$ 370.68	\$ 20.51	\$ 26.26
01	\$ 146.71	\$ 142.34	\$ 0.03	\$ 289.08	\$ 146.71	\$ 142.37	\$ -	\$ -
00	\$ 57.18	\$ 86.92	\$ 21.62	\$ 165.72	\$ 52.93	\$ 102.08	\$ 4.25	\$ 6.46
99	\$ 113.48	\$ 186.11	\$ 44.94	\$ 344.53	\$ 113.48	\$ 231.05	\$ -	\$ -
97	\$ 37.74	\$ 70.96	\$ 16.31	\$ 125.01	\$ 34.89	\$ 81.91	\$ 2.85	\$ 5.36
96	\$ 86.80	\$ 164.52	\$ 34.97	\$ 286.29	\$ 78.81	\$ 184.33	\$ 7.99	\$ 15.16
95	\$ 48.72	\$ 93.19	\$ 18.26	\$ 160.17	\$ 46.12	\$ 106.47	\$ 2.60	\$ 4.98
94	\$ 4.16	\$ 8.54	\$ 1.67	\$ 14.37	\$ 3.94	\$ 9.77	\$ 0.22	\$ 0.44
92	\$ 47.52	\$ 117.83	\$ 24.80	\$ 190.15	\$ 46.58	\$ 140.30	\$ 0.94	\$ 2.33
91	\$ 183.82	\$ 442.45	\$ 83.31	\$ 709.58	\$ 180.45	\$ 517.96	\$ 3.37	\$ 7.80
90	\$ 96.98	\$ 262.82	\$ 53.97	\$ 413.77	\$ 90.20	\$ 298.41	\$ 6.78	\$ 18.38
89	\$ -	\$ -		\$ -				
88 & prior	\$ -	\$ -		\$ -				
Totals	\$ 235,186.08	\$ 68,773.54	\$ 58,992.50	\$ 362,952.12	\$ 175,381.22	\$ 111,419.19	\$ 59,804.86	\$ 16,346.85

Lamar Consolidated ISD
Tax Collections
September 1, 2012-August 31, 2013
(Year-To-Date)

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 8-31-12
11	\$ 1,526,426.10	\$ 1,051.47	\$ 1,527,477.57	\$ 148,260.92	\$ 27,335.92	\$ 32,992.80	\$ 208,589.64	\$ 1,379,216.65
10	\$ 712,478.78	\$ 3,267.48	\$ 715,746.26	\$ 56,411.90	\$ 17,920.41	\$ 14,784.97	\$ 89,117.28	\$ 659,334.36
09	\$ 531,424.87	\$ (19,586.76)	\$ 511,838.11	\$ 13,385.04	\$ 15,224.68	\$ 9,536.20	\$ 38,145.92	\$ 498,453.07
08	\$ 360,340.24	\$ 1,441.30	\$ 361,781.54	\$ 13,542.35	\$ 4,439.67	\$ 548.15	\$ 18,530.17	\$ 348,239.19
07	\$ 287,280.27	\$ 1,157.57	\$ 288,437.84	\$ 886.87	\$ 580.81	\$ 273.06	\$ 1,740.74	\$ 287,550.97
06	\$ 222,534.53	\$ -	\$ 222,534.53	\$ 330.16	\$ 227.19	\$ 91.79	\$ 649.14	\$ 222,204.37
05	\$ 216,529.51	\$ -	\$ 216,529.51	\$ 587.36	\$ 504.78	\$ 190.19	\$ 1,282.33	\$ 215,942.15
04	\$ 134,192.21	\$ -	\$ 134,192.21	\$ 539.39	\$ 521.69	\$ 182.53	\$ 1,243.61	\$ 133,652.82
03	\$ 121,282.11	\$ -	\$ 121,282.11	\$ 133.46	\$ 116.75	\$ 21.95	\$ 272.16	\$ 121,148.65
02	\$ 106,981.89	\$ -	\$ 106,981.89	\$ 285.52	\$ 325.96	\$ 70.98	\$ 682.46	\$ 106,696.37
01	\$ 83,228.49	\$ -	\$ 83,228.49	\$ 146.71	\$ 142.34	\$ 0.03	\$ 289.08	\$ 83,081.78
00	\$ 71,500.23	\$ -	\$ 71,500.23	\$ 57.18	\$ 86.92	\$ 21.62	\$ 165.72	\$ 71,443.05
99	\$ 68,463.25	\$ -	\$ 68,463.25	\$ 113.48	\$ 186.11	\$ 44.94	\$ 344.53	\$ 68,349.77
98	\$ 58,230.23	\$ -	\$ 58,230.23	\$ -	\$ -	\$ -	\$ -	\$ 58,230.23
97	\$ 52,779.15	\$ (289.22)	\$ 52,489.93	\$ 37.74	\$ 70.96	\$ 16.31	\$ 125.01	\$ 52,452.19
96	\$ 50,566.35	\$ (285.58)	\$ 50,280.77	\$ 86.80	\$ 164.52	\$ 34.97	\$ 286.29	\$ 50,193.97
95	\$ 39,898.13	\$ -	\$ 39,898.13	\$ 48.72	\$ 93.19	\$ 18.26	\$ 160.17	\$ 39,849.41
94	\$ 31,443.94	\$ -	\$ 31,443.94	\$ 4.16	\$ 8.54	\$ 1.67	\$ 14.37	\$ 31,439.78
93	\$ 29,766.02	\$ -	\$ 29,766.02	\$ -	\$ -	\$ -	\$ -	\$ 29,766.02
92	\$ 27,735.63	\$ -	\$ 27,735.63	\$ 47.52	\$ 117.83	\$ 24.80	\$ 190.15	\$ 27,688.11
91	\$ 9,032.59	\$ -	\$ 9,032.59	\$ 183.82	\$ 442.45	\$ 83.31	\$ 709.58	\$ 8,848.77
90	\$ (21,589.24)	\$ -	\$ (21,589.24)	\$ 96.98	\$ 262.82	\$ 53.97	\$ 413.77	\$ (21,686.22)
89	\$ 36,480.01	\$ -	\$ 36,480.01	\$ -	\$ -	\$ -	\$ -	\$ 36,480.01
88 & prior	\$ 6,084.95	\$ -	\$ 6,084.95	\$ -	\$ -	\$ -	\$ -	\$ 6,084.95
Totals	\$4,763,090.24	-\$13,243.74	\$4,749,846.50	\$235,186.08	\$68,773.54	\$58,992.50	\$362,952.12	\$4,514,660.42

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

MONTH	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04	2002-03
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%
NOV		2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%
DEC		30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%
JAN		82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%
FEB		94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%
MAR		96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%
APR		97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%
MAY		97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%
JUNE		98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%
JULY		98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%
AUG		98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2012-13 TAX COLLECTIONS
AS OF SEPTEMBER 30, 2012**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 9-30-12	% OF BUDGET COLLECTED
2012	2012-13	\$139,195,507	\$0	0.00%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$0	0.00%
TOTAL		\$141,495,507	\$0	0.00%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF SEPTEMBER 30, 2012**

SCHOOL YEAR TAX YEAR	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012
COLLECTION YEAR						
1 Orig. Levy	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	-
1 Collections	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	136,265,968	-
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,418,242	-
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,106,969		
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	57,032		
3 Collections	\$ 267,371	\$ 248,471	\$ 381,926			
Adj. To Roll	\$ 21,693	\$ 96	\$ 47,492			
4 Collections	\$ 136,983	\$ 237,372				
Adj. To Roll	\$ 54,869	\$ 104,085				
5 Collections	\$ 171,638					
Adj. To Roll	\$ 116,901					
6 Collections						
Adj. To Roll						
TOTAL:						
COLLECTIONS	\$ 110,574,935	\$ 125,141,827	\$ 129,885,483	\$ 133,192,988	\$ 136,265,968	
ADJUSTED TAX ROLL	\$ 110,862,487	\$ 125,490,066	\$ 130,383,936	\$ 133,852,322	\$ 137,645,184	
BALANCE TO BE COLLECTED	\$ 287,551	\$ 348,239	\$ 498,453	\$ 659,334	\$ 1,379,217	
ADJ. TAXABLE VALUE	\$ 8,543,327,295	\$ 9,670,563,391	\$ 10,047,696,720	\$ 9,809,264,725	\$ 9,902,175,062	
TOTAL % COLLECTIONS AS OF SEPTEMBER 30, 2012	99.7%	99.7%	99.6%	99.5%	99.0%	
TAX RATE	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

**INFORMATION ITEM: ENERGY MANAGEMENT QUARTERLY REPORT
MAY – AUGUST 2010, 2011, 2012**

In this quarter snapshot we realized a decrease of 2,131,798 Kwh from the previous year. From the year 2010, we realized a decrease of 5,178,880 Kwh. The baseline does not include Adolphus Elementary, Ryon Middle School, and Satellite Transportation. The two schools are under construction and Satellite Transportation is in its first year of operation. These locations together accounted for 240,358 Kwh.

The District is seeing a continual decrease in Kwh. During this past summer, activities outside the District's scheduled summer hours were kept to a minimum. Buildings were monitored for usage. All equipment was serviced according to their preventative maintenance schedule and checked for optimal performance. Exterior lighting schedules were reviewed and modified as necessary. In July we began the implementation of the Administrative Regulation for Energy Management.

We are finishing the lighting retro-fit program for all locations. Two chillers at Pink Elementary were replaced. One chiller at Smith Elementary and one chiller at Bowie Elementary are scheduled to be replaced. The lighting retro-fit and the chillers will be included in our application to the CenterPoint SCORE Program.

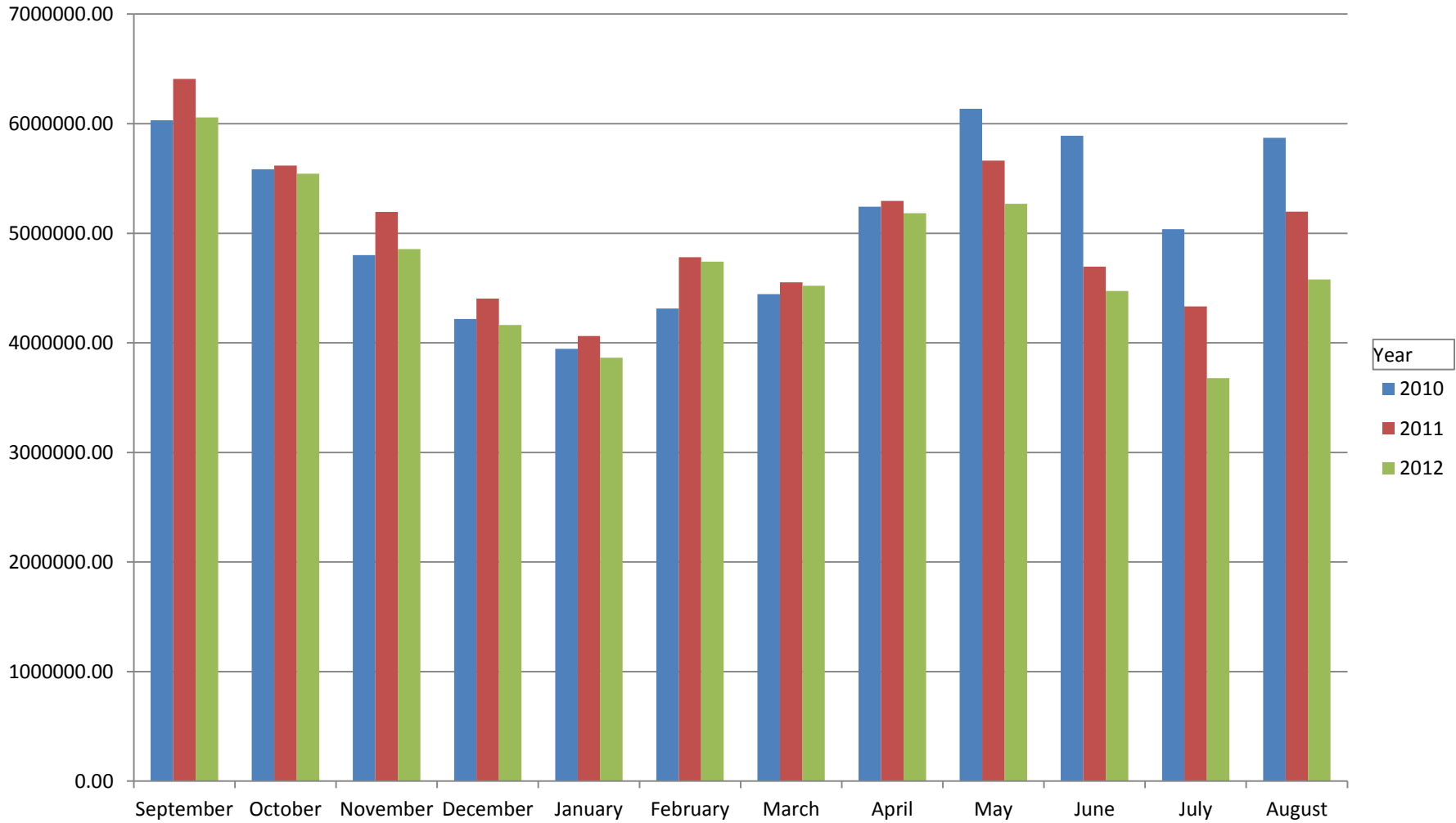
We continue to monitor our building usage, temperature trends, run-times of our HVAC equipment, and lighting to make sure that it is on when needed and off when it is not needed.

Resource Person: J. Kevin McKeever, Administrator for Operations

Use

Lamar CISD - September - August 2010, 2011, 2012

06



Year

- 2010
- 2011
- 2012

Month

**Lamar CISD
Quarterly Snapshot - Kwh Usage**

Use	Year		
Month	2010	2011	2012
May	6,136,807.00	5,662,198.00	5,268,829.00
June	5,890,989.00	4,696,212.00	4,473,312.00
July	5,037,087.00	4,333,091.00	3,677,029.00
August	5,871,214.00	5,197,514.00	4,578,063.00
Total Kwh	22,936,097.00	19,889,015.00	17,997,233.00
Adolphus Elementary			3,948.00
Ryon Middle School			6,394.00
Satellite Transportation			230,016.00
			240,358.00
			17,997,233.00
			-240,016.00
Base Line	22,936,097.00	19,889,015.00	17,757,217.00

**Lamar CISD
Electrical Kwh Usage
May - August 2010, 2011, 2012**

Total Use	Year		
Building	2012	2011	2010
1621 Place	29,785.00	31,241.00	29,067.00
Alternative Learning Center	132,864.00	145,824.00	191,904.00
Austin Elementary	215,616.00	255,660.00	264,384.00
Beasley Elementary	199,872.00	215,616.00	195,072.00
Bowie Elementary	268,800.00	306,816.00	310,272.00
Briscoe Junior High	1,117,540.00	1,354,767.00	1,555,149.00
Campbell Elementary	467,204.00	506,562.00	585,495.00
Dickinson Elementary	308,448.00	298,944.00	461,088.00
Foster High School	964,754.00	1,020,951.00	1,102,172.00
Frost Elementary	370,243.00	421,048.00	479,924.00
Huggins Elementary	322,316.00	348,594.00	378,965.00
Jackson Elementary	347,892.00	356,776.00	392,215.00
Lamar High School	2,911,899.00	3,377,689.00	3,796,076.00
Meyer Elementary	270,851.00	332,006.00	353,884.00
Navarro Middle School	260,160.00	295,680.00	376,896.00
Pink Elementary	345,267.00	410,463.00	433,523.00
Seguin Elementary	245,921.00	291,203.00	258,101.00
Smith Elementary	176,832.00	384,000.00	385,728.00
Taylor Ray Elementary	350,784.00	362,304.00	410,112.00
Terry High School	1,113,486.00	1,150,922.00	1,431,675.00
Travis Elementary	369,024.00	491,520.00	434,304.00
Williams Elementary	347,520.00	329,088.00	386,688.00
Natatorium	93,550.00	114,939.00	112,907.00
Brazos Crossing	270,288.00	326,400.00	276,958.00
Hutchinson Elementary	375,565.00	405,648.00	477,190.00
George Ranch High School	1,830,704.00	1,954,262.00	2,941,810.00
Hubenak Elementary	268,032.00	292,032.00	418,368.00
Thomas Elementary	296,640.00	329,088.00	350,208.00
Jane Long Elementary	552,190.00	639,957.00	662,832.00
George Junior High	781,487.00	807,661.00	1,066,269.00
Wessendorff Middle School	318,519.00	353,336.00	373,056.00
Band Road	75,211.00	69,158.00	19,216.00
Terry High School - Field House	127,104.00	118,272.00	162,432.00
Velasquez Elementary	377,448.00	431,436.00	420,894.00
McNeil Elementary	407,164.00	438,159.00	428,370.00
Wertheimer Middle	289,536.00	309,120.00	385,152.00
Staff Development Center	38,880.00	38,680.00	29,480.00
Reading Junior High	387,524.00	448,467.00	540,622.00
Powell Point	129,955.00	124,726.00	57,639.00
Lamar Junior High	0.00	0.00	
Satellite Transportation	230,016.00		
Ryon Junior High	6,394.00		
Adolphus Elementary	3,948.00		
Total Kwh	17,997,233.00	19,889,015.00	22,936,097.00

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Charlie Kalkomey Surveying (Transportation Satellite)	Application # 1	\$	2,200.00
Drymalla Construction (Adolphus Elem #22)	Application # 6	\$	1,120,772.95
Drymalla Construction (George Ranch HS Build Out)	Application # 5	\$	16,436.90
Drymalla Construction (Polly Ryon Middle)	Application # 6	\$	1,528,803.65
Engineered Air Balance (George Ranch HS Build Out)	Application # 3	\$	2,740.00
Gilbane (2011 Bond Program)	Application # 6	\$	93,165.00
Liberty Mutual Surety (Natatorium)	Application # 9	\$	18,945.40
Liberty Mutual Surety (Natatorium)	Application # 10	\$	5,462.50
Liberty Mutual Surety (Natatorium)	Application # 11	\$	32,697.28
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 5	\$	7,442.33
PBK Architects (George Ranch HS Build Out)	Application # 4	\$	12,776.50
PBK Architects (Natatorium)	Application # 20	\$	89.67
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 5	\$	12,339.33

PBK Architects (Trans Satellite Center – Secondary Access)	Application # 7	\$	467.60
PBK Architects (Trans Satellite Center – Secondary Access)	Application # 8	\$	1,518.75
Terracon (Adolphus Elem #22)	Application # 5	\$	5,952.50
Terracon (Adolphus Elem #22)	Application # 6	\$	3,535.50
Terracon (Polly Ryon Middle)	Application # 5	\$	6,725.00
Terracon (Trans Satellite Center – Secondary Access)	Application # 1	\$	2,645.00
Terracon (Trans Satellite Center – Secondary Access)	Application # 2	\$	2,273.00
VLK Architects (Various Campuses – Boiler Replacement)	Application # 1	\$	24,024.00
VLK Architects (Various Campuses – Boiler Replacement –Reimb)	Application # 1	\$	1,169.27

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 – MAINTENANCE AND OPERATIONS

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

Work Request Summary for September, 2012:

- The Department completed 1,191 requests with 113 new requests
- 26 were closed

Maintenance:

The Maintenance Department assisted by:

- Making and installing backpack racks for portable classrooms at Thomas Elementary
- Installing a new clock in a portable at Campbell Elementary
- Installing a new tray in the computer lab at Wessendorff Middle
- Installing new batteries in clocks throughout Wertheimer Middle
- Hanging two pictures in the main hallway at Wertheimer Middle
- Changing the water filter on the ice machine at the Maintenance Center
- Caulking the gaps between windows at Seguin Elementary
- Assembling four small shelves at Jackson Elementary
- Replacing two outlet weather covers at Smith Elementary
- Re-caulking the threshold on the double doors to the gym and installing new door sweeps at Smith Elementary
- Building a platform for a classroom at Campbell Elementary
- Repainting the drop-off numbers along the sidewalk at Meyer Elementary
- Repairing a domestic water leak at the Terry High Fieldhouse
- Repairing a domestic water leak at the Terry Ag area
- Responding to an after-hours call due to a burning odor in the library at Seguin Elementary
- Installing a doorbell for the after school care at Austin Elementary
- Repairing the intercom phone system at Velasquez Elementary
- Reprogramming the intercom bell schedule at Reading Junior High
- Responding to an after-hours call due to trouble on the fire alarm system at Terry High
- Repairing fire alarm system deficiencies at Jane Long Elementary
- Repairing a keyboard in classroom G-3 at Hubenak Elementary
- Patching the driveway with asphalt at Meyer Elementary
- Repainting the car stops at Beasley Elementary
- Removing the hooks in the music room at Bowie Elementary
- Re-caulking around the sink in the girls restroom at Reading Junior High
- Changing an ice machine water filter in the teacher's lounge at Seguin Elementary

- Changing an ice machine water filter in the teacher's lounge at Hubenak Elementary
- Mounting a sign at Frost Elementary
- Assembling a storage box at Frost Elementary
- Repainting the white squares on the back slab at Frost Elementary
- Reinstalling the exit sign protective cage in the gym at Williams Elementary
- Repainting the yellow stripes in front of the breaker panel box in shop 1556 at Foster High
- Patch the hole in mechanical room 1138 at Foster High
- Installed 19 new shower curtains and two handicap shower curtains in the girls shower area at the Foster High Fieldhouse
- Repairing the main gate ticket booth at Traylor Stadium
- Rehanging bulletin boards and pictures in room 107 at Terry High
- Repairing the door to the video booth in the press box at Traylor Stadium
- Replacing a cracked lavatory in girls restroom at Project Learn
- Replacing a broken push bar on a drinking fountain at Bowie Elementary
- Cleaning out a storm drain at Navarro Middle
- Installing doorbells for after school care at McNeill and Austin Elementary
- Repairing and painting a hallway wall damaged by a cart at Campbell Elementary
- Responding to after-hours call due to the fire alarm system at Williams Elementary
- Responding to after-hours call due to fire alarm system at Travis Elementary
- Replacing glass in two windows at Common Threads
- Replacing a cracked toilet in the staff restroom at Campbell Elementary
- Responding to after-hours call due to a gas odor at Project Learn
- Responding to after-hours call due to a lighting switch at Traylor Stadium
- Repairing the intercom system at Pink Elementary
- Repairing the intercom phone system at Jackson Elementary
- Adding locks on cabinets at Transportation Satellite
- Responding to after-hours call due to the fire alarm system trouble at Hubenak Elementary
- Replacing a broken window on the concession stand at Traylor Stadium
- Repairing a map at George Junior High
- Assembling a spot light for the stage area at Reading Junior High
- Repairing a table at Lamar Junior High
- Hanging 19 banners in the gym at Reading Junior High
- Replacing 17 fence boards at Bowie Elementary
- Changing an ice machine water filter at Wertheimer Middle
- Repainting a wall in a classroom at Wessendorff Middle
- Hanging eight pictures in an office at Brazos Crossing
- Replacing baseboards at Brazos Crossing
- Repainting the pipes on the benches in front of Beasley Elementary

- Removing a projector screen at Jackson Elementary
- Changing an ice machine water filter in the cafeteria at Taylor Ray Elementary
- Repairing a light fixture in the gym and removed ten banners at Smith Elementary
- Repairing the ceiling grid and installing new ceiling tiles at Pink Elementary
- Removing the old numbers from the portables at Huggins Elementary

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Cleaning up vomit from a classroom, setting out cones in the parking lot, and moving desks and chairs to several classrooms at Meyer Elementary
- Assisting the monitor in the cafeteria, cleaning all entry/exit doors, cleaning the bathroom in the clinic, cleaning up urine on the floor, and moving boxes of paper at Hubenak Elementary
- Taking out the trash left by Tiny Steps Day Care and cleaning up after a Girl Scouts meeting at Dickinson Elementary
- Removing wet ceiling tiles, setting up 155 chairs in the gym for a Head Start program, and lowering tables at Seguin Early Childhood Center
- Setting up tables in the library for the book fair at Huggins Elementary
- Moving carts of computers and delivering copy paper at Lamar Junior High
- Setting up tables in the cafeteria for the Balfour ring company, opening the auditorium for a Heart Video Conference, and opening school for the band and cheerleaders at Terry High
- Cleaning up spills in the cafeteria, removing trash, vacuuming all outside floor mats, setting up the library for a teachers meeting, sweeping the courtyard area, and cleaning up blood in nurses office at Hutchison Elementary
- Replacing lamps in office area, spot cleaning the carpet throughout, moving file cabinets, and replacing several broken tissue dispensers at Velasquez Elementary
- Setting up for a meeting in a portable at Campbell Elementary
- Moving file cabinets, delivering boxes, setting up for open house, repairing a bookcase, and repairing a soap dispenser at Travis Elementary
- Removing urine from 2nd grade boys restroom floor, removing urine from the library carpet, deliver boxes, assisting in the cafeteria due to lack of a monitor, and cleaning up vomit in the clinic at Hubenak Elementary
- Setting up for a parent meeting, mopping the main hallway, and replacing lights at the Alternative Learning Center
- Cleaning all outside trash cans, removing writing on a wall in the 3rd grade boys restroom, and cleaning up vomit at Taylor Ray Elementary

- Adjusting tables in several classrooms, repairing a table in the PTO room, and adding several desks and chairs to classrooms at Meyer Elementary
- Delivering paper to workrooms, replacing broken towel dispensers, removing trash from the grounds area, and repairing toilet seats at Lamar Junior High
- Opening the auditorium for a meeting and a musical at Terry High
- Adding tables and chairs to several rooms, delivering a book shelf, and removing kitchen sets at Seguin Early Childhood
- High dusting all classrooms, delivering chairs, removing broken tree limbs from the grounds, and removing spots from the hallway at Jane Long Elementary
- Providing wasp removal at Travis, Austin, and Frost
- Providing ant control at Lamar Junior High, Hubenak, Austin, Seguin, Gilbane, Campbell, Beasley, Thomas, Hutchison, Jackson, ALC, Frost, and Williams
- Assisting in scheduling Gillen's Pest Control services at: George Junior High, Hubenak, Lamar High, Lamar Junior High, McNeill, Foster High, George Ranch High, Jackson, Pink, Reading Junior High, Seguin, Travis, Wessendorff Middle, Williams, Brazos Crossing, Distribution, Maintenance, Warehouse, Wertheimer Middle, Natatorium, Navarro Middle, Terry High, Thomas, Laundry, Administration Annex, Development Center, Athletic Administration, and Technical Center
- Moving file cabinets to classrooms, moving a teacher desk to the C building, removing recyclable items from the office area, and moving several student desks throughout at Jane Long Elementary
- Cleaning entry windows, removing trash from the grounds area, and dusted vents in the hallways at Jackson Elementary
- Walking with the Fire Marshall to open doors, adding items to the marquee, and washing the front sidewalk at Navarro Middle
- Removing feces from restroom floor, removing blood from the main hallway, delivering copy paper to room D3, assisting in the cafeteria due to the lack of monitors for the day (Wednesday, September 12), and cleaning vomit from the clinic floor at Hubenak Elementary
- Moving furniture in the office area, replacing lights, repairing a book case, and removing doors off of cabinets in the portables at Huggins Elementary
- Training employee in removing/replacing ceiling tiles, and cleaning spills throughout the building at Lamar High
- Setting up for a parent meeting in a portable building, restocking the workroom with copy paper, and cleaning the glass doors in the annex building at Alternative Learning Center
- Putting traffic cones in front of the school, adjusting several desks in classrooms, helping with recycling school wide, removing debris from around the dumpster area, and helping a teacher set up a classroom at Meyer Elementary
- Mowing McNeill, Huggins, Austin, Frost, Jane Long, ALC, Williams, Dickinson, Campbell, Velasquez, Hubenak, Beasley, Administrative

Annex, Hutchison, Thomas, Brazos Crossing, Seguin, Pink, Jackson, Bowie, Powell Point, Taylor Ray, Travis, Meyer, and Smith

- Trimming trees at Beasley Elementary
- Trimming trees at Williams Elementary
- Repairing an irrigation leak on the practice field at Terry High
- Cleaning up the fence line on the south side of Seguin Elementary
- Setting up and cleaning up at Traylor Stadium after the games
- Delivering items from Band Road to Reading Junior High for a school dance

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

2006 Bond Program Projects



Transportation Satellite Facility

- Projected close-out for the Satellite Transportation is November 2012.
- Substantial completion was issued for the buildings April 30, 2012.
- Projected close-out for the Satellite Transportation is December 2012.
- LCISD now occupies the administrative building, mechanics area and covered parking areas.
- The City of Fulshear has annexed the substantially complete portion of the site (approximately 33 acres).

Transportation Satellite Secondary Drive

- The secondary drive was substantially complete June 30, 2012.
- Secondary drive contract completion date was July 31, 2012.
- Environmental study is on-going with anticipated completion of environmental study February 01, 2013.



Natatorium Phase I Renovations

- Projected closed September 2012.

2011 Bond Program Projects



Agricultural Barn Renovations

- Design Development plans were approved by the LCISD Board on September 20, 2012.
- Bids were taken on October 9, 2012. Contractor recommendation will be on the October LCISD Board agenda.
- Construction work is anticipated to occur November-December 2012.
- A geotechnical survey has been performed on the site.

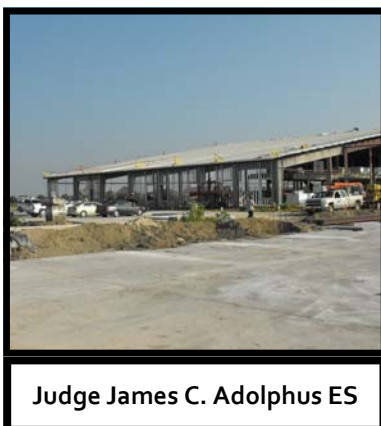
George Ranch High School Build-Out

- Substantial completion on the project was given August 13, 2012.
- All punch list items have been corrected.
- Close out documents and as-built drawings are in progress.
- Projected closeout is November 2012.



Judge James C. Adolphus Elementary

- Color finish selections were finalized September 13, 2012.
- The concrete slab on grade is completed in ALL Areas.
- Mezzanine concrete has been placed.
- Drilling for site lighting poles bases is complete.
- Fire line rough-in installation is complete.
- Paving is completed at staff area, special needs drop-off, parent/student drop off and pre-k area approach.
- Metal building erector has 99% of the metal building framing in place.
- Masonry units were delivered the week of October 8, 2012.
- 100% of fireproofing is complete on metal building structure members in Phase I and 70% of metal building structure members in Phase II.
- Light gauge framing at exterior walls is 10% completed.
- On October 2, 2012 LCISD and PBK reviewed the plumbing rough in, specifically clean out locations for the men's restroom.
- Electrical rough-in at exterior walls is on going.
- The final plat was signed-off by Ft. Bend County on June 5, 2012.
- 99% percent of the electronic submittals have been approved and the general contractor continues to forward submittals to the design team for review and approval.
- The concrete slab on grade is completed in ALL Areas.
- Placement of the storm lines is complete.
- Concrete curbs have been placed at 90% of the drive areas.
- Rough-in for behind the wall plumbing continues.
- Out-fall is 100% complete.



2011 Bond Program Projects

Natatorium

- LCISD Board approved PBK Architects to design the new Natatorium.
- On August 8, 2012, a kick-off meeting was held with Gilbane, LCISD, and PBK to discuss schedule and location.
- On October 03, 2012 planning and recommendation meeting was held with LCISD, Gilbane, and PBK in attendance.
- A recommendation of type (competition or practice), location and five year plan of the district's Natatorium and Elementary School growth will be provided to the Board Facility Committee October 18, 2012.
- The schedule is to have the new LCISD Natatorium operational June 2014.



Polly Ryon Middle School

Polly Ryon Middle School

- Electrical rough-in is complete.
- Plumbing rough-in is complete and carriers have been installed in areas A&B.
- Cleanouts & floor drains have been installed in areas A&B.
- Concrete paving has been poured for drop-off lanes, front parking area, connection to the Reading JHS parking lot, widening of the bus loop drive and bus parking area.
- Concrete curbs have been installed on 70% of the paved areas.
- Hollow core planks have been installed in all areas and grouting is complete.
- Moisture barrier has been installed in areas C&D.
- The topping slab has been poured in areas A&B.
- Coring of planks for plumbing penetrations is complete in all areas.
- Plans for the design of the new traffic signal have been submitted to TxDOT for review.
- Steel erection is complete in areas A&B and is 90% complete in areas C&D.
- Roof panels and insulation are being installed in areas A&B.
- Fireproofing of main frame structure in A&B is complete.
- Framing of exterior walls is 50% complete in areas A&B.
- Air handler units have been delivered to the site and equipment pads have been poured.
- MEP hangers are being installed in areas A&B.
- Installation of ductwork has started in areas A&B.



Polly Ryon Middle School

Bond Program Budget

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$51,095,099	\$27,202,252	\$23,892,847	\$7,670,730
LAND	\$2,700,000	\$11,200	\$2,688,800	\$11,200
TECHNOLOGY	\$21,168,000	-	\$21,168,000	-
TRANSPORTATION	\$6,100,779	-	\$6,100,779	-
EXISTING FACILITIES	\$23,791,755	\$2,335,938	\$21,455,817	\$1,282,129
MISCELLANEOUS	\$5,144,367	-	\$5,144,367	-
TOTAL				
	\$110,000,000	\$29,549,390	\$80,450,611	\$8,964,060

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

The District's Medical/Rx Plan(s) have been "self-funded" for many years. For the past seven (7) plan/fiscal years, United Healthcare has provided the District with plan administrative services, medical and pharmacy network access, other administrative support services, individual stop-loss insurance, and aggregate stop-loss insurance. The District purchased individual stop-loss insurance at the \$150,000 per participant level for the five (5) plan/fiscal years preceding the most recent three (3) plan years. Two (2) plan years ago, the District increased the per participant risk level to \$175,000. The decision to increase the risk level was related to the cost and also the negative effective of trend leveraging from medical cost inflation. Last plan year, the District increased the per participant risk level to \$190,000.

In consultation with the District's benefits consultant, a risk versus reward analysis for the 2012-2013 plan year was performed. By increasing the individual stop-loss level to \$235,000 per participant for the 2012-2013 plan year, the District is projected to save \$341,084. The additional liability is \$45,000 per participant (\$235,000 versus \$190,000). Based on the District's actual "large" claims experience and utilizing accepted actuarial tables, it is expected that there will be three claims in this range, resulting in an additional liability of \$135,000. The District can expect to save \$206,084 in "fixed" costs for the 2012-2013 plan year. The breakeven point is 7.60 participants equaling or exceeding the \$235,000 level for the 2012-2013 plan year.

The District continues to monitor the changes that will impact the District's medical/Rx plan(s) due to the Patient Protection and Affordable Care Act (PPACA). The next measurable and significant set of changes will affect the District's medical/Rx plan(s) in the 2014-2015 plan year.

Contact Person: Dr. Kathleen Bowen, Executive Director of Human Resources
Trudy Harris, Assistant Director Employee Services and Risk
Management

INFORMATION ITEM: NEW NUTRITION STANDARDS IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS

The U.S.D.A. has issued new federal regulations for nutrition standards in the National School Lunch and School Breakfast Programs, effective for the 2012-13 and subsequent school years. The new standards are set out in the tables attached, along with a comparison to prior requirements, if any existed.

Under the new guidelines, it is important to note the following:

- The “offer versus serve” concept is changing with the new regulations. Previous guidelines allowed the District to “offer” students the recommended number of servings and portion sizes. Students were able to choose what they wanted, but had to take a certain number of items. The Entrée used to be a required item. Under the new rules, the District is required to “offer” the items (components) included in table. Students are required to take at least three components, with ½ cup of Fruits or Vegetables being a requirement of each meal.
- Vegetables are divided into subgroups with additional minimum weekly requirements; whereas before, there were no subgroupings.
- No more than one-half of the fruit offered can be in the form of juice.
- Goals to limit sodium in school meals have been introduced. Targeted, long-term reductions are required by 2022-23, with intermediate requirements in 2014-15 and 2017-18; however, there are no new requirements for 2012-13.
- New breakfast regulations will be effective for the 2013-14 school year.

All menus and food choices for 2012-13 have been revised to meet or exceed the new regulatory requirements.

Contact Persons: Anthony Simmons, Director of Food Service
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

NEW NUTRITION STANDARDS, EFFECTIVE FOR 2012-13

Food Group/Component	Grade Levels K-8		Grade Levels 9-12		Other Requirements	Current Requirements
	Serving Size Requirements (minimum)	Weekly Requirements	Serving Size Requirements (minimum)	Weekly Requirements		
Fruits	1/2 cup per day	2-1/2 cups (minimum)	1 cup per day	5 cups (minimum)		1/2 to 3/4 cup per day, combined with vegetables
Vegetables	3/4 cup per day	3-3/4 cups (minimum)	1 cup per day	5 cups (minimum)		1/2 to 3/4 cup per day, combined with fruit
Meat/Meat Alternate	1 ounce per day	8-9 ounces eq. for grades K-5, and 9-10 ounces eq. for grades 6-8 (min-max)	1 ounce per day	10-12 ounces eq. (min-max)		1.5-2 ounces equivalent (minimum)
Grains	1 ounce per day	8-9 ounces eq. for grades K-5, and 8-10 ounces eq. for grades 6-8 (min-max)	2 ounces per day	10-12 ounces eq. (min-max)	At least 50% of grains must be whole-grain rich by July 2012, and 100% of grains served must be whole-grain rich by July 2014	8 servings per week (minimum of 1 serving per day); whole grains encouraged
Milk	1 cup per day		1 cup per day		Limited to fat-free unflavored/flavored or 1% low fat unflavored milk	1 cup per day; variety of fat contents allowed; flavor not restricted
Calories	550-650 for grades K-5, and 600-700 for grades 6-8		750-850			No guidelines or requirements

VEGETABLE SUBGROUPINGS

Vegetable Subgroup	Grade Levels K-8	Grade Levels 9-12
	Minimum Weekly Requirement	Minimum Weekly Requirement
Dark Green (Spinach, Broccoli)	1/2 cup	1/2 cup
Red/Orange (Carrots, Tomatoes, Sweet Potatoes)	3/4 cup	1-1/4 cup
Beans and Peas (Pintos, Navy, Black-eyed)	1/2 cup	1/2 cup
Starchy (Corn, Potatoes, Peas)	1/2 cup	1/2 cup
Other (Green beans, Lettuce, Cucumbers)	1/2 cup	3/4 cup