

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, blue 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  
Tuesday, June 18, 2013  
7:00 PM

Julie Thompson, President • Rhonda Zacharias, Vice President • Frank Torres, Secretary  
Kay Danziger • Anna Gonzales • Dar Hakimzadeh • Kathryn Kaminski

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
JUNE 18, 2013  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. State Wind Ensemble Medalists
  - B. State Solo and Ensemble Medalists
  - C. State Softball Finalists
4. Audience to patrons
5. Approval of minutes
  - A. May 16, 2013 - Regular Board Meeting 5
  - B. May 21, 2013 - Special Board Meeting 13
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 ratification of Quarterly Investment Report 16
    2. Consider ratification of Financial and Investment Reports 23
    3. Consider approval of budget amendment requests 27
    4. Consider approval of donations to the district, including, but not limited to: 30
      - a. Campbell Elementary School
      - b. Hubenak Elementary School
      - c. McNeill Elementary School
    5. Consider approval of fleet equipment, supplies, and services 31
    6. Consider approval of local food and catering services 35
    7. Consider approval of agricultural science equipment and supplies 37
    8. Consider approval of audio visual equipment and installation services 39
    9. Consider approval of reclaimed water lines easement 42
    10. Consider approval of final payment for the Agricultural Facility renovations 50
    11. Consider approval of HVAC testing and balance consultant services for the 52

new Lamar Consolidated High School Baseball/Softball Complex	
12. Consider approval of the prevailing wage rate schedule for construction project specifications	54
<b>B. Goal: Technology</b>	
1. Consider approval of Discovery Education Streaming	58
<b>C. Goal: Personnel</b>	
1. Consider approval of new PDAS appraisers for teaching staff, 2013-2014 school year	71
<b>9. INFORMATION ITEMS</b>	
<b>A. Goal: Planning</b>	
1. Appointment of Board Committees	72
2. Budget Workshop	73
3. Tax Collection Report	74
4. Payments for Construction Projects	80
5. Region 4 Maintenance and Operations Update	81
6. Bond Update	85
<b>10. CLOSED SESSION</b>	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	89
a. Approval of personnel recommendations or employment of professional personnel	90
b. Employment of professional personnel (Information)	100
c. Employee resignations and retirements	112
d. Consider employment of Director of Transportation	
e. Consider renewal of administrator contracts	118
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	

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.

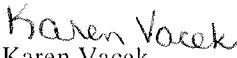
Section 551.0821 - For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 13th day of June 2013 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

  
Karen Vacek  
Secretary to Superintendent

**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 16<sup>th</sup> day of May 2013, 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
Rhonda Zacharias	Member

**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. DECA/TSA**

Foster High DECA students recognized were Paige Gallien, Taylor Hickson, Cesar Dominguez, and Micah Peterson.

Lamar Consolidated High School TSA students recognized were Tomisin Alagbe, Ariel Ayala, Erick Chow, Savannah Garza, Stephany Lara, Reginald Mahadeo, Jolea Nealy, Woyengitari Oumo, Yessenia Portillo, Jesse Rodriguez, Jesse Segun-Aside, and Rachel Tankersley.

George Ranch High School TSA students recognized were Micah Bullock, Fisher Cherry, Juliana Herrera, Jonathan Garcia, Joshua Chavez, Adrian Michel, Daniel Garcia, LeRoy Franklin III, and Gerardo Vazques.

**b. Texas Forensic Association**

National Forensic League national qualifiers recognized were: Cooper Schultz, George Ranch High School; Sarah May, George Ranch High School; Meredith Hopkins, Foster High School; David Eisenberg, Foster High School; Donovan LeMaster, Foster High School; Jolea Nealy, Lamar Consolidated High School, and Drew Heugel, Lamar Consolidated High School.

**c. State Tennis**

State tennis honorees recognized were Trevor Kipping, Foster High School; Ally and Michael Maciel, George Ranch High School.

**d. State Golf**

State golf honoree recognized was Angela Oesch, a senior at George Ranch High School.

**e. Valedictorians and Salutatorians**

Lamar Consolidated High School Valedictorian, Chimsom Orakwue  
Lamar Consolidated High School Salutatorian, Jolea Nealy

Terry High School Valedictorian, Eryn White  
Terry High School Salutatorian, Shelby Guel

Foster High School Valedictorian, Alyssa Eaves  
Foster High School Salutatorian, Cyrus Motanya

George Ranch High School Valedictorian, Victoria Matta  
George Ranch High School Salutatorian, Elise Lasker

**RECESS**

The Board recessed briefly.

**4. AUDIENCE TO PATRONS**

None

**5. APPROVAL OF MINUTES**

**a. April 25, 2013 – Regular Board Meeting**

It was moved by Ms. Mendoza and seconded by Ms. Zacharias that the Board of Trustees approve the minutes of the Regular Board Meeting of April 25, 2013. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Zacharias reported that the Technology Committee met and everything is on track.

**7. SUPERINTENDENT REPORTS**

**□ Meetings and Events**

There will be a Special Board Meeting on May 21, 2013 at 6:30 p.m. to canvass votes.

**□ Information for Immediate Attention**

**□ Introductions**

Dr. Bowen introduced new administrators to the district:

Belynda Billings, assistant principal, Williams Elementary  
Dana Maresh, assistant principal, Hutchison Elementary  
Laura Haugvoll, principal, Beasley Elementary

**ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1, 8. B-1 – 8. B-2, 8. C-2 – 8. C-6, and 8. C-8**

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

**8. A GOAL: PERSONNEL**

**8. A-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.

**8. B GOAL: INSTRUCTIONAL**

**8. B-1 Approval to Appoint the School Health Advisory Committee**

appointed the School Health Advisory Committee for the 2013 – 2014 school year.

**8. B-2 Approval of Out-of-State Trip Requests, including, but not limited to:**

**a. George Ranch and Lamar Consolidated High Schools Theater Arts**

approved out-of-state travel for George Ranch High School and Lamar Consolidated High School Theater departments to travel to the International Thespian Festival and Individual Events Showcase competition on June 23 – 30, 2013 to Lincoln, Nebraska.

**b. Lamar Consolidated High School USA CTE Chapter**

approved out-of-state travel for Lamar Consolidated High School, Chapter 3696 Business Procedure Team to attend the National Skills USA VICA contest on June 24 – 29, 2013 in Kansas City, Missouri.

**c. Lamar Consolidated and George Ranch High Schools TSA CTE Chapters**

approved out-of-state travel for Lamar Consolidated High School and George Ranch High School Career and Technical Education students to attend the Technology Students Association (TSA) National Contest on June 27 – July 3, 2013 in Orlando, Florida.

**8. C GOAL: PLANNING**

**8. C-2 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**8. C-3 Approval of Budget Amendment Requests**

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

**8. C-4 Consider Designation of Patsy Schultz, RTA, as Tax Assessor-Collector for Lamar CISD for the period of September 1, 2013 through August 31, 2014**

designated Patsy Schultz, RTA, by interlocal agreement, as tax assessor-collector for Lamar Consolidated Independent School District, for the period September 1, 2013 through August 31, 2014. (See inserted pages 31-B—31-G.)



**8. C-5 Approval of Bids for Bread, Dairy, and Produce for 2013 – 2014**

approved Oak Farms Dairy as the vendor for dairy products, Schoenmann Produce as the vendor for produce and Kurz & Co. as the vendor for bread products.

**8. C-6 Approval of Donations to the District, including, but not limited to:**

- a. Frost Elementary School**
- b. Huggins Elementary School**
- c. Hutchison Elementary School**
- d. Special Education**
- e. Staff Development**

approved donations to the district.

**8. C-8 Approval of CSP #18-2013 for the New Lamar Consolidated High School Baseball/Softball Complex**

approved Bass Construction for the new Lamar Consolidated High School Baseball/Softball complex in the amount of \$4,987,000 and amended the budget as necessary.

**8. C-1 Discussion and Approval of Proposed Dates for Regular Board Meetings and Workshops for the 2013—2014 School Year**

It was suggested by Ms. Mendoza that the Board consider adding the TASB Summer Leadership Institute in Fort Worth on June 13—15, 2013 to the list.

It was moved by Ms. Mendoza and seconded by Mr. Hopkins that the Board of Trustees approve the following regular board meeting and workshop schedule for the 2013—2014 school year, adding TASB Summer Leadership Institute in Fort Worth on June 13—June 15, 2013 to the list. The motion carried unanimously.

**June**

18 Board Workshop  
20 Regular Board Meeting

**July**

16 Board Workshop  
18 Regular Board Meeting

**August**

13 Board Workshop  
15 Regular Board Meeting

**September**

17 Board Workshop  
19 Regular Board Meeting

**October**

15 Board Workshop  
17 Regular Board Meeting

**December**

17 Board Workshop  
19 Regular Board Meeting

**January**

14 Board Workshop  
16 Regular Board Meeting

**February**

18 Board Workshop  
20 Regular Board Meeting

**March**

18 Board Workshop  
20 Regular Board Meeting

**April**

15 Regular Board Meeting

<b>November</b>		<b>May</b>	
19	Board Workshop	13	Board Workshop
21	Regular Board Meeting	15	Regular Board Meeting

The following conferences are scheduled for 2013 – 2014:

- TASB Summer Leadership Institute, June 6-8, 2013 - San Antonio
- TASB Summer Leadership Institute, June 13-15, 2013 - Fort Worth
- TASA/TASB Convention, September 27-29, 2013 - Dallas
- TASA Midwinter Conference, January 26-29, 2014 - Austin
- TASB Winter Governance & Legal Seminar, February 27-March 1, 2014 - Corpus Christi
- National School Boards Association Conference, April 5-7, 2014 – New Orleans, LA

**8. C-7 Approval of Portable Building Relocation**

It was moved by Ms. Mendoza and seconded by Mr. Torres that the Board of Trustees approve Cherry House Moving Company for the relocation and set up of portable buildings as needed. The motion carried unanimously.

**9. INFORMATION ITEMS**

**9. A GOAL: INSTRUCTIONAL**

**9. A-1 Implementation of a Nine-Week Grading Period for Middle Schools in Lamar CISD beginning the 2013—2014 School Year**

**9. B GOAL: PLANNING**

**9. B-1 Tax Collection Report**

**9. B-2 Payments for Construction Projects**

**9. B-3 Region 4 Maintenance and Operations Update**

**9. B-4 Bond Update**

**9. B-5 Medical/Rx Plan Structural Changes**

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

**Minutes of the Regular Board Meeting of May 16, 2013 – page 34**

2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land acquisition
  
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:58 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:13 p.m.

**PERSONNEL RECOMMENDATIONS**

**10. A-1(a) Approval of Personnel Recommendations or Employment of Professional Personnel**

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

**Employed**

Bean, Rick	TBD	Special Education Coordinator	Special Education
Hoskins, Cara	TBD	Assistant Principal	Adolphus Elementary
Woodard, Dawn	TBD	Special Education Coordinator	Special Education
Glenn, Sandra	7/22/2013	Assistant Principal	Velasquez Elementary

**10. A-1(d) Consider Renewal of Administrator and Teacher Contracts**

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve the renewal of administrator and teacher contracts as presented. The motion carried unanimously.

**Renewal of Contracts**

Maresh, Dana	1 year administrator probationary	Hutchison Elementary
Billings, Belynda	1 year administrator probationary	Williams Elementary
Maerz, Karen	1 year term	Lamar High School
Story, Shana	1 year term	Special Education

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

The meeting adjourned at 8:15 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Julie Thompson**  
**President of the Board of Trustees**

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**Frank Torres**  
**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 21<sup>st</sup> day of May 2013, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

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

This meeting was duly called to order by the President of the Board of Trustees, Michael Richard, at 6:30 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
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—

**Minutes of the Special Board Meeting of May 21, 2013 – page 37**

**2. AUDIENCE TO PATRONS**

Mr. Jesse Torres expressed his thanks and gratitude for the leadership and service of the Board.

**3. ACTION ITEMS**

**3. A GOAL: PLANNING**

**3. A-1 Canvass the School Trustee Election of May 11, 2013**

It was moved by Ms. Zacharias and seconded by Mr. Hopkins that the Board of Trustees approve the results of the May 11, 2013 school trustee election, as presented by election judges for Single-Member Districts #1, #2, #3 and #6 and certified by Mr. John Oldham, Elections Administrator for Fort Bend County, be certified as canvassed and declare as being duly elected:

Kathryn E. Kaminski, Single-Member District #1  
Kay T. Danziger, Single-Member District #2  
Frank W. Torres, Single-Member District #3  
Anna M. Gonzales, Single-Member District #6

The motion carried unanimously.

(See inserted pages 37-A—37-CC.)

**3. A-2 Issuance of Election Certificate to Newly Elected Trustees**

Each newly elected trustee was issued an Election Certificate.

**3. A-3 Completion of Statement of Elected Officer**

The Statement of Elected Officer was signed by each of the newly elected board members.

**3. A-4 Administer Oath of Office to Newly Elected Trustees**

Karen Vacek, notary public, administered the Oath of Office to Kathryn E. Kaminski, Single-Member District #1, Kay T. Danziger, Single-Member District #2, Frank W. Torres, Single-Member District #3, and Anna M. Gonzales, Single-Member District #6.

**3. A-5 Elect Board Officers to Serve from May 2013 to May 2014**

**Board President**

It was moved by Ms. Zacharias and seconded by Ms. Kaminski that Julie Thompson be elected board president of the Lamar CISD Board of Trustees from May 2013 to May 2014. The motion carried unanimously.

**Board Vice President**

It was moved by Ms. Thompson and seconded by Mr. Hakimzadeh that Rhonda Zacharias be elected board vice president of the Lamar CISD Board of Trustees from May 2013 to May 2014. The motion carried unanimously.

**Board Secretary**

Ms. Kaminski nominated Mr. Hakimzadeh for board secretary of the Lamar CISD Board of Trustees.

Ms. Gonzales nominated Mr. Torres for board secretary of the Lamar CISD Board of Trustees.

Ms. Zacharias moved that nominations for board secretary close and seconded by Mr. Torres. The motion carried unanimously.

Voting in favor of Mr. Hakimzadeh for board secretary: Ms. Kaminski, Mr. Hakimzadeh

Voting in favor of Mr. Torres for board secretary: Ms. Gonzales, Ms. Danziger, Ms. Thompson, Ms. Zacharias, Mr. Torres

Mr. Torres was elected as board secretary of the Lamar CISD Board of Trustees from May 2013 to May 2014.

**3. A-6**

**Consider Authorization for Facsimile Signature(s) for District Financial Account(s)**

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees waive the current requirement of Board policy CFF (LOCAL) that requires two signatures on each check drawn against internal accounts, and allow one signature of the incumbent Board Secretary for a designated temporary period. The motion carried unanimously.

**ADJOURNMENT**

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the meeting adjourn at 6:49 p.m. The motion carried unanimously.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

\_\_\_\_\_  
**Julie Thompson**  
**President of the Board of Trustees**

\_\_\_\_\_  
**Frank Torres**  
**Secretary of the Board of Trustees**

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT  
FEBRUARY 2013 THROUGH MAY 2013**

**RECOMMENDATION:**

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2013.

**IMPACT/RATIONALE:**

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

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

Recommended for ratification,



Dr. Thomas Randle  
Superintendent



**Lamar Consolidated Independent School District  
Quarterly Report of Investment Activity  
for the quarter ending May 31, 2013**

**Preface**

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period March 1, 2013 through May 31, 2013.

**Investment Strategy by Fund**

**GENERAL FUND STRATEGY:**

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

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

**DEBT SERVICE FUND STRATEGY:**

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

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

## **CAPITAL PROJECTS FUND STRATEGY:**

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining proceeds of the 1996, 2004, 2005, 2007, and 2012 issues are currently invested in Texpool Investment Pool. Proceeds of the 1998, 1999, 2007, 2008, and 2012 issues are invested in the Lone Star and the MBIA Texas CLASS Investment Pools. Proceeds of the 2007, 2008, and 2012 issue are also invested in TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole.

As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

## **FOOD SERVICE, WORKMEN'S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:**

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

## **INVESTMENT POSITION AT MAY 31, 2013**

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

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

## **COST TO FAIR MARKET VALUE COMPARISON**

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of May 31, 2013. Pertinent details at May 31, 2013 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$15,897,688,295	\$15,898,719,520	.7216%

The weighted average maturity of the pool's portfolio for May 2013 was 53 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$3,441,432,806	\$3,441,824,931	.7452%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2013 was 58 days.

MBIA, Texas CLASS	1.00	\$3,286,456,170	\$3,286,681,953	.8017%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2013 was 46 days.

Texas Term, Daily Fund	1.00	\$ 882,853,050	\$ 883,027,276	2.1250%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for April 2013 was 53.8 days.

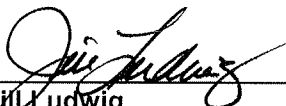
TexStar,	1.00	\$5,474,920,318	\$5,475,469,837	.4206%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2013 was 55 days.

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

**We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending May 31, 2013. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.**

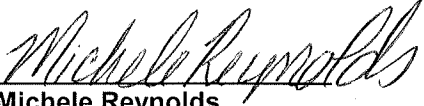
**Submitted by:**

  
 Jiff Ludwig,  
 Chief Financial Officer

Date: 6/12/13

  
 Yvonne Dawson  
 Budget & Treasury Officer

Date: 6/12/13

  
 Michele Reynolds  
 Director of Finance

Date: 6/12/13

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2013

<u>DEMAND DEPOSIT ACCOUNT BALANCES<sup>1</sup></u>	<u>03/31/13</u>	<u>04/30/13</u>	<u>05/31/13</u>
General Fund	764,312	662,496	(360,442)
Special Revenue Funds (Combined)	(364,161)	(1,421,214)	(1,651,404)
Debt Service Fund	123,564	123,064	118,839
Capital Projects Fund	53,189	53,189	57,229
Workmen's Compensation and Health Insurance Trust Funds	715,234	397,443	612,233
Trust and Agency Funds, excluding Student Activity Funds	32,871	32,871	32,871
Student Activity Funds	1,835,721	1,808,775	1,808,775 <sup>2</sup>
<b>Total Demand Deposits/Cash on Hand</b>	<b><u>3,160,730</u></b>	<b><u>1,656,624</u></b>	<b><u>618,101</u></b>

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

<sup>2</sup> Balances as of April 30, 2013.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2013

	<u>03/31/13</u>	<u>04/30/13</u>	<u>05/31/13</u>
<u>INVESTMENT POOLS*</u>			
General Fund			
Texpool	100,715,248	88,168,975	77,484,968
Lone Star	2,614,344	2,614,557	2,614,713
Texas CLASS	15,314,945	15,317,007	15,319,076
Food Service Fund			
Texpool	2,345,216	3,195,484	3,195,678
Lone Star	90,378	90,385	90,390
Debt Service Fund			
Texpool	6,436,800	6,846,384	7,075,863
Lone Star	145,968	145,980	145,989
Texas CLASS	1	1	1
TexSTAR	9,021,614	9,022,384	9,022,938
Capital Projects Fund			
Texpool	22,696,282	22,698,189	22,699,567
Lone Star	22,072,608	22,074,405	22,075,717
Texas CLASS	11,025,729	11,027,213	11,028,702
TexasDaily	18,758,219	18,759,499	18,760,753
TexSTAR	22,299,912	19,245,539	14,004,990
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	4,675,424	4,555,661	4,160,781
Lone Star	719,954	720,013	720,056
Texpool	53,177	53,181	53,184
Special Revenue Funds			
Texpool	53,204	53,209	53,212
Student Activity Funds			
Texpool	239,039,023	224,588,066	208,506,578
<b>Total Investment in Pools</b>			
<u>Summary of Interest Earned by Month</u>			
Texpool	12,801	11,227	7,427
Lone Star	2,349	2,088	1,525
Texas CLASS	3,839	3,546	3,558
TexSTAR	3,018	2,467	1,581
Texas Term/Daily	1,596	1,279	1,253
<u>Total Interest Earned from Investment Pools</u>	<u>23,603</u>	<u>20,607</u>	<u>15,344</u>
<u>Average Yield by Month</u>			
Texpool	0.10	0.11	0.07
Lone Star	0.11	0.10	0.07
Texas CLASS	0.17	0.16	0.16
TexSTAR	0.10	0.10	0.07
Texas Term/Daily	0.10	0.08	0.08

\* See supplemental report attached for balances at May 31, 2013 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	<u>INVESTMENT POOLS</u>									
	<u>03/01/13</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>03/31/13</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>04/30/13</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>05/31/13</u>
General Fund										
Texpool	109,287,083	4,012,989	(12,584,824)	100,715,248	1,223,551	(13,769,824)	88,169,975	685,817	(11,369,824)	77,484,968
Lone Star	2,614,104	240	-	2,614,344	213	-	2,614,557	156	-	2,614,713
Texas CLASS	15,312,713	2,232	-	15,314,945	2,062	-	15,317,007	2,069	-	15,319,076
Food Service Fund										
Texpool	2,345,008	208	-	2,345,216	1,000,268	(150,000)	3,195,484	194	-	3,195,678
Lone Star	90,370	8	-	90,378	7	-	90,385	5	-	90,390
Debt Service Fund										
Texpool	5,846,206	590,594	-	6,436,800	409,584	-	6,846,384	229,479	-	7,075,863
Lone Star	145,955	13	-	145,968	12	-	145,980	9	-	145,989
Texas CLASS	1	-	-	1	-	-	1	-	-	1
TexSTAR	9,020,753	861	-	9,021,614	770	-	9,022,384	554	-	9,022,938
Capital Projects Fund										
Texpool	22,694,265	2,017	-	22,696,282	1,907	-	22,698,189	1,378	-	22,699,567
Lone Star	22,070,586	2,022	-	22,072,608	1,797	-	22,074,405	1,312	-	22,075,717
Texas CLASS	11,024,122	1,607	-	11,025,729	1,484	-	11,027,213	1,489	-	11,028,702
Texas Term/Daily	18,756,623	1,596	-	18,758,219	1,280	-	18,759,499	1,254	-	18,760,753
TexSTAR	22,753,101	2,157	(465,346)	22,299,912	232,725	(3,287,098)	19,245,539	1,027	(5,241,576)	14,004,990
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	4,345,150	820,274	(490,000)	4,675,424	820,237	(940,000)	4,555,661	820,120	(1,215,000)	4,160,781
Lone Star	719,888	66	-	719,954	59	-	720,013	43	-	720,056
Special Revenue Funds										
Texpool	53,172	5	-	53,177	4	-	53,181	3	-	53,184
Student Activity Funds										
Texpool	53,199	5	-	53,204	5	-	53,209	3	-	53,212
Total Investment in Pools	<u>247,132,299</u>	<u>5,436,894</u>	<u>(13,530,170)</u>	<u>239,039,023</u>	<u>3,695,965</u>	<u>(18,146,922)</u>	<u>224,589,066</u>	<u>1,744,912</u>	<u>(17,826,400)</u>	<u>208,506,578</u>

**CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

**RECOMMENDATION:**

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

**PROGRAM DESCRIPTION:**

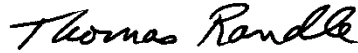
Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision-making.

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

- Ratification of May 2013 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 MAY 2013 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 May total \$20,465,269 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,419,593
614	Employee Benefits	352,077
621	Professional Services	12,732
623	Education Services Center	16,667
624	Contracted Maintenance and Repair Services	328,022
625	Utilities	155,414
626	Rentals and Operating Leases	78,745
629	Miscellaneous Contracted Services	485,586
631	Supplies and Materials for Maintenance and Operations	285,674
632	Textbooks and Other Reading Materials	95,707
633	Testing Materials	12,628
634	Food Service	634,139
639	General Supplies and Materials	660,886
641	Travel and Subsistence -- Employee and Student	110,485
643	Election Expense	6,922
649	Miscellaneous Operating Costs/Fees and Dues	534,426
659	Other Debt Services Fees	4,225
661	Land Purchase and/or Improvements	248
662	Building Purchase, Construction, and/or Improvements	3,468,025
663	Furniture & Equipment - \$5,000 or more per unit cost	1,717,042
129	Misc. Receivable/Alternative Certification Fees	4,830
131	Inventory Purchases	71,057
211	Accounts Payable	31
217	Operating Transfers, Loans and Reimbursements	647
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	9,461
	<b>Total</b>	<b>20,465,269</b>

**PROGRAM DESCRIPTION:**


The report above represents all expenditures made during the month of May 2013 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 MAY 31, 2013**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	109,153,971.00	107,936,354.00	(1,217,617.00)	98.9%
5800-STATE PROGRAM REVENUES	72,193,252.00	50,138,047.00	(22,055,205.00)	69.4%
5900-FEDERAL PROGRAM REVENUES	2,155,000.00	1,982,347.00	(172,653.00)	92.0%
<b>TOTAL- REVENUES</b>	<b>183,502,223.00</b>	<b>160,056,748.00</b>	<b>(23,445,475.00)</b>	<b>87.2%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	154,198,785.00	109,054,333.00	45,144,452.00	70.7%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,527,925.00	7,415,198.00	6,112,727.00	54.8%
6300-SUPPLIES AND MATERIALS	8,413,526.00	4,981,210.00	3,432,316.00	59.2%
6400-OTHER OPERATING EXPENDITURES	8,900,624.00	6,511,115.00	2,389,509.00	73.2%
6600-CAPITAL OUTLAY	1,153,870.00	934,412.00	219,458.00	0.0%
<b>TOTAL-EXPENDITURES</b>	<b>186,194,730.00</b>	<b>128,896,268.00</b>	<b>57,298,462.00</b>	<b>69.2%</b>

**Lamar CISD  
Local Investment Pools  
as of May 31, 2013**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	3,195,485.16	0.00	0.00	194.03	3,195,679.19
General Account	83,330,693.14	0.00	11,369,823.67	4,814.32	71,965,863.79
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	3,785,704.06	788,305.92	1,175,000.00	248.73	3,399,258.71
Debt Service Series 2004	39.42	0.00	0.00	0.00	39.42
Workmen's Comp	769,955.79	31,517.75	40,000.00	47.43	761,520.97
Property Tax	5,777,710.63	909,741.84	0.00	379.38	6,687,831.85
Vending Contract Sponsor	474,908.48	0.00	0.00	28.84	474,937.32
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	118.91	0.00	0.00	0.00	118.91
Debt Service Series 2007	925,007.91	0.00	0.00	56.18	925,064.09
Capital Projects Series 2005	666,896.89	0.00	0.00	40.47	666,937.36
Student Activity Funds	53,217.51	0.00	0.00	3.24	53,220.75
Taylor Ray Donation Account	12,356.93	0.00	0.00	0.76	12,357.69
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,181.46	0.00	0.00	3.25	53,184.71
Debt Service Series 2008	2,070,988.15	0.00	0.00	125.74	2,071,113.89
Powell Point Series 2003	16,903.83	0.00	0.00	1.03	16,904.86
Capital Projects 2012A	22,031,279.78	0.00	0.00	1,337.76	22,032,617.54
Debt Service 2012A	1,798,421.13	0.00	0.00	109.17	1,798,530.30
Debt Service 2012B	608,201.75	0.00	0.00	36.96	608,238.71
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,015.03	0.00	0.00	0.30	5,015.33
Workers' Comp	720,012.58	0.00	0.00	42.80	720,055.38
Property Tax Fund	32,121.96	0.00	0.00	1.91	32,123.87
General Fund	2,584,846.49	0.00	0.00	153.65	2,585,000.14
Food Service Fund	90,384.59	0.00	0.00	5.37	90,389.96
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	699.82	0.00	0.00	0.04	699.86
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,570.58	0.00	0.00	8.53	143,579.11
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.61	0.00	0.00	0.02	383.63
Capital Projects 2008	36,798.49	0.00	0.00	2.19	36,800.68
Capital Projects 2012A	22,031,506.97	0.00	0.00	1,309.64	22,032,816.61
<b>MBIA Texas CLASS Fund</b>					
General Account	15,317,004.55	0.00	0.00	2,068.64	15,319,073.19
Capital Project Series 1998	904.36	0.00	0.00	0.00	904.36
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	11,026,309.89	0.00	0.00	1,489.13	11,027,799.02
<b>TEXSTAR</b>					
Capital Projects Series 2007	742.59	0.00	0.00	0.01	742.60
Debt Service Series 2008	3,008,091.42	0.00	0.00	184.83	3,008,276.25
Capital Projects Series 2008	8,342,231.19	0.00	46,829.42	510.74	8,295,912.51
Debt Service Series 2012A	6,009,524.48	0.00	0.00	369.24	6,009,893.72
Debt Service Series 2012B	4,769.35	0.00	0.00	0.30	4,769.65
Capital Projects Series 2012A	10,902,564.60	0.00	5,194,746.96	516.22	5,708,333.86
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	2,238,252.52	0.00	0.00	149.51	2,238,402.03
Capital Projects Series 2008	140.53	0.00	0.00	0.01	140.54
Capital Projects Series 2012A	16,521,104.21	0.00	0.00	1,103.55	16,522,207.76

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>0.07</b>	<b>\$7,427.29</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>0.07</b>	<b>\$1,524.45</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>0.16</b>	<b>\$3,557.77</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>0.07</b>	<b>\$1,581.34</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>0.08</b>	<b>\$1,253.07</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$15,343.92</b>
<b>EARNINGS 9-01-12 THRU 4-30-13</b>		<b>\$192,876.61</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$208,220.53</b>

**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

The CATE department is requesting a budget change to allow Project Lead the Way students and teachers to travel to Orlando for national competition.

199-11	Classroom Instruction	(525.00)
199-36	Cocurricular/Extracurricular Activities	525.00

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The Special Education department is requesting a budget change to purchase dyslexia tests.

199-21	Instructional Leadership	(6,000.00)
199-31	Guidance & Counseling Services	6,000.00

---

Terry High School is requesting two budget changes:

The first budget change is to purchase library book monitoring system to detect when a book is being removed from the library without being checked out.

199-11	Classroom Instruction	(11,344.00)
199-36	Cocurricular/Extracurricular Activities	(1,629.00)
199-12	Instr. Resources and Media Services	12,973.00

The second budget change is to cover travel expenses for English teachers to attend STAAR Writing workshop and for Science teacher to attend AP Physics Summer Institute.

199-36	Cocurricular/Extracurricular Activities	(1,269.00)
199-13	Curriculum and Instr. Staff Development	1,269.00

---

The Technology department is requesting two budget changes:

The first budget change is to move funds to allow high school counselors to complete student course requests in Skyward.

199-53	Data Processing Services	(5,000.00)
199-31	Guidance & Counseling Services	5,000.00

The second budget change is to have Maintenance & Operations build a work bench for the technicians to have adequate work space for computers.

199-53	Data Processing Services	(1,100.00)
199-51	Plant Maintenance & Operations	1,100.00

Community Relations is requesting a budget change to cover costs associated with the Leadership High School summer program.

199-41	General Administration	(6,000.00)
199-61	Community Services	6,000.00

---

The Business Office is requesting a budget change to amend the budget to move portable buildings to Hubenak Elementary and Thomas Elementary due to student growth. This amount includes costs for moving, canopies, ramp and deck, fire alarms, communications, security, and electricity.

199-51	Plant Maintenance & Operations	75,000.00
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**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:**

Campbell PTA donated \$25,498 to mount Promethean boards in the music room; remove and repave a brick pathway; install partial fence including gate near kinder play structure; install concrete under awning on playground; and student council for projector project at Campbell Elementary.

Hubenak PTA donated \$5,000 to be used to purchase technology items at Hubenak Elementary School.

McNeill PTO donated \$3,002 for the installation of Promethean boards at McNeill Elementary School.

McNeill Activity Fund donated \$10,259 to purchase and install Promethean boards at McNeill Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF FLEET EQUIPMENT, SUPPLIES, AND SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded with complete and acceptable bid responses to the fleet equipment, supplies, and services bid.

**IMPACT/RATIONALE:**

Purchases of fleet equipment, supplies, and services are funded by local, federal grant, or bond fund budgets and allocated by the Transportation Department. This type of award is beneficial to the District because it allows the Transportation Department to competitively purchase a large variety of equipment, supplies and services when exact needs cannot be specified or anticipated in advance. Any large aggregated purchases will be quoted separately to take advantage of volume discounts.

**PROGRAM DESCRIPTION:**

RFP #13-2013 provides the District with multiple vendor options for both equipment and supplies and for services. This bid established a discount from catalog or published price lists for a variety of fleet equipment and supplies. The categories included are as follows:

Body Parts	Chassis Parts	Electrical Parts
Engines	Transmissions	Chemicals and Fluids
Bus Monitoring Systems	Bus Wash Supplies	Miscellaneous Supplies

The Transportation Department worked with the Purchasing Department on proposal specifications, evaluation, and award recommendation for the service vendors. Trade commodity categories were established and multiple vendors are being awarded.

This proposal 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 in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement will commence on the day after Board approval, and 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  
                          Jim Stegemiller, Director of Transportation

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**Bid Summary**  
**RFP No. 13-2013**  
**Fleet Equipment, Supplies and Services**  
**June 20, 2013**

Vendor	Body Parts	Chassis Parts	Electrical Parts	Engines	Transmissions	Chemicals and Fluids	Bus Monitoring Systems	Bus Wash Supplies	Miscellaneous Supplies
Batteries Plus Bulbs	No Bid	No Bid	25%-40%	No Bid	No Bid	No Bid	No Bid	No Bid	25%-40%
Beta Technology, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	5%	No Bid
Buffalo Alternator & Starter Co.	No Bid	No Bid	30%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Camacho Transmission Service, LLC	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid
Car Wash USA	No Bid	No Bid	No Bid	No Bid	No Bid	5%	No Bid	5%	No Bid
Chalk's Truck Parts	50%	50%	50%	50%	50%	No Bid	50%	No Bid	50%, bus parts/supplies, excludes diagnostic tools
Communications & Emergency Products, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	10%	No Bid	10%, 2-way radio EQ, lights, beacons, strobes
Davis Brothers Auto Supply #2	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%	5%-65%, parts incl. tractors, mowers, etc.
Finnegan Chrysler Jeep Dodge	15%	15%	15%	15%	15%	No Bid	No Bid	No Bid	15%, general auto parts
Fleet Pride	No Bid	0%	0%	0%	0%	0%	No Bid	No Bid	0%, tools, shop supplies
Fort Bend Hydraulics Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, hydraulic hoses, fittings, seals
G&K Services	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, shop towels, fender covers
Gilman Signs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, vehicle decals
Gulf Coast Paper Co. Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40%	40%, chemicals, wipers, gloves, etc.
Hydrotex	No Bid	No Bid	No Bid	No Bid	No Bid	15%	No Bid	No Bid	15%, oils, fluids, greases, chemicals
International Trucks of Houston	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	No Bid	No Bid	No Bid	No Bid
Interstate Batteries	No Bid	No Bid	30%	No Bid	No Bid	No Bid	No Bid	No Bid	30%, batteries
Jurado's Upholstery	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, bus seat vinyl
Lassetter-Lafour Equipment LP	No Bid	No Bid	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid
Legacy Ford	30%	30%	30%	Cost + \$150.00	Cost + \$150.00	No Bid	No Bid	No Bid	No Bid
Longhorn Bus Sales	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	No Bid	0%-40%
Performance Truck	0%	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid
Reladyne/Pumpelly Oil Company	No Bid	No Bid	No Bid	No Bid	No Bid	25%-30%	No Bid	No Bid	25%-30%
Roy's Auto Repair, Inc.	No Bid	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid
Rush Bus Center, Houston	15%-57%	15%-57%	15%-57%	15%-57%	15%-57%	No Bid	15%-57%	No Bid	No Bid
Dick's Auto Electric	No Bid	No Bid	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Southwest Houston Tire Sales	0%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%
Tucker Truck Rental	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%, \$29.95/day truck rental, 59 cents/mile
United School Bus Seat Service, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0%-25%, bus seat covers & foam
Winzer USA	10%	No Bid	10%	No Bid	No Bid	10%	No Bid	10%	10%, fasteners, shop supplies
Zep Sales and Service	No Bid	No Bid	No Bid	No Bid	No Bid	25%	No Bid	25%	No Bid
Zurovec's Auto & Transmission Repair	0%	0%	0%	0%	0%	No Bid	No Bid	No Bid	No Bid



**Bid Summary**  
**RFP No. 13-2013**  
**Fleet Equipment, Supplies and Services**  
**June 20, 2013**

Description	A&M Automotive	Camacho Transmission Service, LLC	Car Wash USA	Communications & Emergency Products, Inc.	Dick's Auto Electric	Finnegan Chrysler Jeep Dodge	Fort Bend Hydraulics Inc.	G&K Services	International Trucks of Houston	Jurado's Upholstery	Lassetter-Lafour Equipment LP	Legacy Ford	Longhorn Bus Sales
Paint and Body Repair-Bus-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	72.00/hr	No Bid	No Bid	38.00/hr	95.00/hr
Paint and Body Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	40.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	38.00/hr	No Bid
Electrical Trouble Shooting and Repair-Diesel Bus-labor only	No Bid	No Bid	No Bid	No Bid	495.00-795.00	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Electrical Trouble Shooting and Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	No Bid	65.00/hr	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Engine, Transmission, Chassis, and Exhaust Repair-Diesel Bus-labor only	No Bid	65.00 flat rate	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Light Duty Vehicle-labor only	No Bid	65.00 flat rate	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Engine Diagnostics-Diesel Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	80.00/hr	75.00/hr	95.00/hr
Engine Diagnostics-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Window/Windshield Replacement-Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	72.00/hr	No Bid	No Bid	No Bid	95.00/hr
Window/Windshield Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
State Vehicle Inspections-Bus-safety only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	14.50	No Bid	No Bid	14.50	No Bid
State Vehicle Inspections-Light Duty Vehicle-OBID II	No Bid	No Bid	No Bid	No Bid	No Bid	39.50	No Bid	No Bid	No Bid	No Bid	No Bid	39.75	No Bid
A/C & Heating Repair-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	75.00/hr	No Bid	No Bid	No Bid	No Bid	75.00/hr	95.00/hr
Seat Repair/Replacement-Bus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	118.00/hr	20.00/hr	No Bid	75.00/hr	95.00/hr
Seat Repair/Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid
Towing-Bus (flat fee)	225.00-350.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	500.00
Towing-Light Duty Vehicle (flat fee)	75.00 + \$4/mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	No Bid
Radio and Peripherals-All Radios in District Vehicles-labor only	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	118.00/hr	No Bid	No Bid	No Bid	95.00/hr
Bus Wash Maintenance/Repair-labor only	No Bid	No Bid	99.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Shop Towel Service (500 shop towels, 10 fender covers)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40.00	No Bid	No Bid	No Bid	No Bid	No Bid
Fuel Dispenser/Pumps-Maintenance-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Fuel Dispenser/Pumps-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Testing-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Maintenance-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Above/Under Ground Storage Tanks-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Electronic Leak Detection System-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	95.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Waste Oil Removal/Disposal-pick up at any LCISD location-credit paid to LCISD \$/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Used Tire Removal/Disposal-Scrap Tire Fee-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Used Tire Removal/Disposal-Casing Credit-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bus Monitoring Systems-Radio Engineering Inc. Camera Repair-labor only	No Bid	No Bid	99.00/hr	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Hydraulic Equipment-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tire Changer/Balancer-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Material/Supplies:</b>													
Material Cost Plus (general)	No Bid	No Bid	No Bid	Cost + 12%-22%	No Bid	No Bid	No Bid	No Bid	Up to \$250	Cost + 50%	Cost + 8%	Cost + 7%	No Bid
Specific Additional Materials: (list)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Other Service-Related Costs:</b>													
Service Call	No Bid	No Bid	No Bid	75.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Travel Time	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mileage	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Bid Summary  
RFP No. 13-2013  
Fleet Equipment, Supplies and Services  
June 18, 2013

	Performance Truck	Petroleum Marketing Equipment	Riverside Collision Inc.	Roy's Auto Repair, Inc.	Rush Bus Center, Houston	Southwest Houston Tire Sales	Speedy Sticker Stop Inc.	Strouhal Tire Recapping Plant, Ltd	Thermo Fluids, Inc.	Windshields Unlimited #1	Winfred's Glass Co.	Zurovec's Auto & Transmission Repair
Paint and Body Repair-Bus-labor only	62.00/hr	No Bid	44.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Paint and Body Repair-Light Duty Vehicle-labor only	45.00/hr	No Bid	32.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Electrical Trouble Shooting and Repair-Diesel Bus-labor only	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Electrical Trouble Shooting and Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Diesel Bus-labor only	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine, Transmission, Chassis, and Exhaust Repair-Light Duty Vehicle-labor only	No Bid	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine Diagnostics-Diesel Bus	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Engine Diagnostics-Light Duty Vehicle	No Bid	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	85.00/hr
Window/Windshield Replacement-Bus	No Bid	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	35.00/hr	No Bid
Window/Windshield Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	35.00/hr	35.00/hr	85.00/hr
State Vehicle Inspections-Bus-safety only	No Bid	No Bid	No Bid	14.50	No Bid	No Bid	14.50	No Bid	No Bid	No Bid	No bid	No Bid
State Vehicle Inspections-Light Duty Vehicle-OBD II	No Bid	No Bid	No Bid	39.75	No Bid	No Bid	39.75	No Bid	No Bid	No Bid	No bid	No Bid
A/C & Heating Repair-Light Duty Vehicle	95.00/hr	No Bid	No Bid	75.00/hr	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	85.00/hr
Seat Repair/Replacement-Bus	95.00/hr	No Bid	No Bid	No Bid	45.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Seat Repair/Replacement-Light Duty Vehicle	No Bid	No Bid	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Towing-Bus (flat fee)	No Bid	No Bid	225.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Towing-Light Duty Vehicle (flat fee)	No Bid	No Bid	65.00	75.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Radio and Peripherals-All Radios in District Vehicles-labor only	95.00/hr	No Bid	No Bid	No Bid	85.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Bus Wash Maintenance/Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Shop Towel Service (500 shop towels, 10 fender covers)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Fuel Dispenser/Pumps-Maintenance-labor only	No Bid	97.75/hr	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Fuel Dispenser/Pumps-Repair-labor only	No Bid	97.75/hr	No Bid	75.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Testing-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Maintenance-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Above/Under Ground Storage Tanks-Repair-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Electronic Leak Detection System-Repair-labor only	No Bid	97.75/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Waste Oil Removal/Disposal-pick up at any LCISD location-credit paid to LCISD \$/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	.85/gal	No Bid	No bid	No Bid
Used Tire Removal/Disposal-Scrap Tire Fee-pick up at any LCISD location	No Bid	No Bid	No Bid	3.00/tire	No Bid	2.00-5.00/tire	No Bid	3.50-6.50/tire	No Bid	No Bid	No bid	No Bid
Used Tire Removal/Disposal-Casing Credit-pick up at any LCISD location	No Bid	No Bid	No Bid	No Bid	No Bid	10.00-70.00/tire	No Bid	70.00/tire	No Bid	No Bid	No bid	No Bid
Bus Monitoring Systems-Radio Engineering Inc. Camera Repair-labor only	No Bid	No Bid	No Bid	No Bid	45.00/hr	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Hydraulic Equipment-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
Tire Changer/Balancer-Repair-labor only	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid
<b>Material/Supplies:</b>												
Material Cost Plus (general)	No Bid	No Bid	No Bid	Cost + \$5	Cost + 10%	No Bid	No Bid	No Bid	No Bid	Cost + 47%, windshields, glass	Cost + 50%, windshields, glass	No Bid
Specific Additional Materials: (list)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$25, Clor-D-Tect Q4000 test kit	List price for moldings, clips, fasteners	Laminated safety glass (flat) \$11/sq ft	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$30 for seal kits	No Bid	No Bid
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Rock chips cost \$40 for 1st, \$10 each add'l same visit	No Bid	No Bid
<b>Other Service-Related Costs:</b>												
Service Call	No Bid	52.75	No Bid	No Bid	85.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Travel Time	No Bid	75.00	No Bid	No Bid	35.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mileage	No Bid	1.25/mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**CONSIDER APPROVAL OF  
LOCAL FOOD AND CATERING SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded to the proposal for an annual contract for local food and catering services.

**IMPACT/RATIONALE:**

Purchases may be made for food and catering services from each campus or department's local funds. This type of award is beneficial to the District because it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

**PROGRAM DESCRIPTION:**

The intent of RFP #20-2013 is to establish an annual contract to qualified vendors for food, catering and delivery services. The categories included in this proposal are:

Breakfast	Platters and Trays
Boxed Lunches	Lunch/Dinner Specials
Beverages	Desserts
Pizza & Pizza Related Products	Bakery Delicacies
Pre-Prepared Food Items	

Purchasing is recommending an award to all vendors who submitted a completed proposal package regardless of discount and prices.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Bid Summary**  
**RFP# 20-2013**  
**Annual Contract for Local Food and Catering Services**  
**June 20, 2013**

Vendor	Breakfast	Platters and Trays	Boxed Lunches	Lunch or Dinner Specials	Beverages	Desserts	Pizza & Related Products	Bakery Delicacies	Pre-Prepared Foods	Minimum Order	Delivery Charges	Setup Charges	Per Server Fee	Utensil Fee
36 Bar & Grill	No Bid	Per Menu	Per Menu	Per Menu	Yes	Yes	No Bid	No Bid	No Bid	30.00-40.00	10.00-15.00	0.00	0.00	0.00
Another Time Soda Fountain & Café	Yes	Yes	Yes	Yes	No Bid	Yes	No Bid	Yes	Yes	25.00	Negotiable	0.00	0.00	0.00
Ben's Chuck Wagon	Per Menu	Per Menu	Yes	Per Menu	Yes	Per Menu	No Bid	Yes	No Bid	25.00-200.00	30.00	0.00	0.00	0.00
Bob's Taco Station	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	15.00	2.50	10.00	0.00	0.00
Bullritos	No Bid	Yes	Yes	Yes	Yes	Yes	No Bid	No Bid	No Bid	0.00	0.00	0.00	0.00	0.00
Chick-fil-A *	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	Per Menu	No Bid	No Bid	No Bid	150.00	0.00	0.00	0.00	0.00
Domino's Pizza	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Per Menu	No Bid	No Bid	10.00	1.50	0.00	0.00	0.00
Double Dave's Pizzaworks	No Bid	No Bid	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	50.00	2.00	0.00	0.00	0.00
Firehouse Subs *	No Bid	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	No Bid	0.00	0.00	0.00	0.00	0.00
Fort Bend Donuts	Yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Yes	No Bid	150.00	20.00	0.00	0.00	0.00
Freebirds World Burrito *	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	Per Menu	100.00-150.00	10%-15%	0.00	0.00	0.00
Greatwood New York Pizzeria LLC	No Bid	Per Menu	Yes	Per Menu	Yes	Per Menu	Per Menu	No Bid	No Bid	100.00	0.00	0.00	0.00	15.00 per 100 people
Il Primo Pizza & Wings, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Per Menu	No Bid	No Bid	32.00	2.00	0.00	0.00	0.00
Italian Maid Café LLC	Per Menu	Per Menu	Per Menu	Per Menu	Yes	Per Menu	No Bid	Per Menu	No Bid	50.00	30.00	40.00	50.00	0.00
Jason's Deli	Per Menu	Per Menu	Per Menu	Yes	Per Menu	Per Menu	No Bid	No Bid	No Bid	25.00	0.00	0.00	0.00	0.00
La Cocina	Yes	Per Menu	Yes	Per Menu	Yes	Per Menu	No Bid	No Bid	No Bid	15.00-75.00	5.00-25.00	50.00	65.00	0.00
La Casona Mexican Restaurant	Per Menu	Per Menu	Yes	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	100.00	0.00	0.00	100.00	0.00
Lenny's Sub Shop #309	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	25.00	5.00	0.00	0.00	0.00
Logan Farms Honey Glazed Hams & Market Café *	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	No Bid	Negotiable	Negotiable	Negotiable	Negotiable	5% fee
Lone Star Kolaches	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	Per Menu	30.00	10.00	0.00	0.00	0.00
McAlister's Deli	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	Per Menu	0.00	0.00	0.00	0.00	0.00
Mr. C's Homestyle Catering	No Bid	Per Menu	Per Menu	Per Menu	Yes	No Bid	No Bid	No Bid	No Bid	45.00-100.00	0.00	0.00	0.00	0.00
O! Railroad Café LLC	Yes	Yes	Yes	Yes	Yes	Per Menu	No Bid	No Bid	No Bid	Negotiable	25.00	Negotiable	15.00 per hour	Negotiable
Panera Bread *	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	No Bid	50.00	8.00	0.00	0.00	0.00
Papa John's Pizza *	No Bid	No Bid	No Bid	No Bid	Per Menu	No Bid	Per Menu	No Bid	No Bid	10.00	2.25	0.00	0.00	0.00
Papa Mex Café	Per Menu	No Bid	No Bid	Per Menu	Per Menu	Per Menu	No Bid	Per Menu	Per Menu	50.00-75.00	0.00	0.00	0.00	0.00
Pepperoni's Inc. *	No Bid	Per Menu	Yes	Per Menu	Yes	No Bid	Per Menu	No Bid	No Bid	12.00	2.00	0.00	0.00	0.00
Safari Texas	Per Menu	Per Menu	Per Menu	Per Menu	Yes	Yes	No Bid	No Bid	No Bid	100.00-150.00	Negotiable	Included	75.00 per server	3.50 per person
Schulze's BBQ	No Bid	No Bid	No Bid	Yes	Yes	Yes	No Bid	No Bid	Yes	175.00-795.00	0.00	0.00	0.00	0.00
Subway	No Bid	Per Menu	Per Menu	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	200.00	25.00	0.00	0.00	0.00
Sweet Tooth	No Bid	No Bid	No Bid	No Bid	No Bid	Per Menu	No Bid	No Bid	No Bid	0.00	Negotiable	0.00	0.00	0.00
Swinging Door *	No Bid	No Bid	Yes	Yes	Yes	Yes	No Bid	Yes	Yes	150.00	25.00	0.00	0.00	0.00
TG's To Go *	Per Menu	Per Menu	No Bid	No Bid	No Bid	Per Menu	No Bid	No Bid	No Bid	50.00	0.00	0.00	0.00	0.00
Vincek's Smokehouse, Inc.	No Bid	Yes	Yes	Yes	Yes	Yes	No Bid	Yes	No Bid	Negotiable	Negotiable	0.00	0.00	0.00
Western Steakhouse	No Bid	Yes	Yes	Yes	Yes	Yes	No Bid	No Bid	No Bid	Negotiable	0.00	0.00	0.00	0.00
Witt's Catering Inc.	No Bid	Per Menu	Per Menu	Per Menu	Per Menu	Per Menu	No Bid	No Bid	No Bid	150.00-1000.00	0.00	0.00	0.00	0.00

**CONSIDER APPROVAL OF AGRICULTURAL SCIENCE EQUIPMENT  
AND SUPPLIES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded with complete and acceptable bid responses to the agricultural science equipment and supplies bid.

**IMPACT/RATIONALE:**

Purchases of agricultural equipment and supplies are funded by local, federal grant, or bond fund budgets and allocated by the Career and Technology Education Department. This type of award is beneficial to the District because it allows the CTE Department a larger variety of items to choose from while helping to ensure availability of all items selected. Any large aggregated purchases of equipment and supplies will be quoted separately to take advantage of volume discounts.

**PROGRAM DESCRIPTION:**

The intent of Bid #21-2013 is to establish a discount from catalog or published price lists for a variety of agricultural equipment and supply categories. The categories included in this bid are:

Medicines	Feed & Supplements
Barn Supplies & Equipment	Electrical & Mechanical Parts & Supplies
Agricultural Science Equipment	Miscellaneous Materials & Supplies

Using this bid, the Career and Technology Education Department may competitively purchase a wide variety of equipment and supplies when exact quantities cannot be specified or anticipated in advance. The CTE Department and the Purchasing Department are recommending an award to all vendors who submitted a complete and acceptable 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 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  
                          Tracie Holub, Director of Career and Technology Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**Bid Summary**  
**Bid 21-2013**  
**Agricultural Science Equipment and Supplies**  
**June 20, 2013**

<b>Vendor</b>	<b>Medicines</b>	<b>Feed &amp; Supplements</b>	<b>Barn Supplies &amp; Equipment</b>	<b>Electrical &amp; Mechanical Parts &amp; Sunnlies</b>	<b>Agricultural Science Equipment</b>	<b>Miscellaneous Materials &amp; Supplies</b>	<b>Shipping</b>	<b>Notes</b>
Brookshire Steel, L.P.	No Bid	No Bid	No Bid	No Bid	No Bid	0%	Not Specified	
Central Ace Hardware No 2 LLC	No Bid	No Bid	No Bid	15%	No Bid	15%	Not Specified	
McCoy's Business Supply	No Bid	No Bid	0%	No Bid	No Bid	0%	Not Specified	
Personal Service Mfg. Corp.	No Bid	No Bid	No Bid	No Bid	No Bid	0%	Add S/H	
Rosenberg Tractor	No Bid	No Bid	No Bid	No Bid	0-10%	No Bid	Not Specified	
Southern Floral Company	No Bid	No Bid	No Bid	No Bid	No Bid	0%	Not Specified	
Steinhauser's	10%	10%	10%	No Bid	No Bid	No Bid	Not Specified	
Terra Flora	No Bid	No Bid	No Bid	No Bid	No Bid	0%	Not Specified	
Tractor Supply Co.	No Bid	0%	0%	No Bid	No Bid	No Bid	Not Specified	
Winfield Collection	No Bid	No Bid	No Bid	No Bid	No Bid	0-10%	Not Specified	Discount applies to orders >\$500

**CONSIDER APPROVAL OF AUDIO VISUAL EQUIPMENT  
AND INSTALLATION SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve Troxell Communications to provide projectors and installation services for the initial refresh of district projectors.

**IMPACT/RATIONALE:**

The primary goal for RFP 22-2013 was the selection of equipment according to district specifications and installation of the projectors. More importantly, the objective was to select one vendor for the purchase of projectors and installation as to streamline the process for the technology department, provided it was financially prudent for Lamar CISD. The Technology Department worked with the Purchasing Department on proposal specifications, evaluation, and award recommendation.

**PROGRAM DESCRIPTION:**

The recommended award was based on the vendor's ability to provide the specified Hitachi projector, full 5 year warranty and installation. Of the vendors that met the specifications of the projector and installation, Troxell Communications was the lowest bidder. One other vendor offered an overall lower price but bid an alternate projector that did not meet the hardware specifications.

Submitted by:       Audrey L. Fox, Purchasing Manager  
                          David Jacobson, Chief Technology Information Officer  
                          Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Proposal Summary**  
**RFP 22-2013**  
**Audio Visual Equipment and Installation Services**  
**June 20, 2013**

	<b>Troxell Communications</b>	<b>School Specialty Inc.</b>	<b>ProComputing Corp.</b>	<b>Aves Audio Visual</b>	<b>Surround Sound Tecs</b>
<b>Section 1</b>					
<b>Equipment Only</b>					
186 Standard Throw Projectors	<b>521.25</b>	409.51	619.00	582.00	No Bid
Warranty Procedure	<b>Standard</b>	N/A	N/A	Hot Swap	No Bid
Cost to Upgrade Warranty to 5 years	<b>57.75</b>	N/A	N/A	125.00	No Bid
Alternate Brand/Model	<b>N/A</b>	Infocus/in114	Boxlight X30N	NEC NP-M271X \$575.00	No Bid
Warranty for Alternate	<b>N/A</b>	Std 2 yrs	5 yrs	2 yrs	No Bid
Cost to Upgrade Warranty to 5 years on Alternate	<b>N/A</b>	57.83	Included	89.00/2 yrs	No Bid
Warranty Procedure for Alternate	<b>N/A</b>	Contact Customer Care	Lamps for life @ \$89, Return to factory	Hot Swap	No Bid
<b>Section 2</b>					
<b>Installation Services Only</b>					
Install 176 Standard Throw Projectors/Unit	<b>75.00</b>	No Bid	85.00	73.50	163.05
<b>Section 3</b>					
<b>Equipment and Installation Services Combined</b>					
186 Standard Throw Projectors/5 Year Warranty	<b>579.00</b>	No Bid	619.00	707.00	No Bid
Installation of 176 Projectors	<b>13,200.00</b>	No Bid	14,960.00	12,936.00	No Bid
<b>Total Project</b>	<b>\$120,894.00</b>	No Bid	\$130,094.00	\$144,438.00	No Bid



**Proposal Summary**  
**RFP 22-2013**  
**Audio Visual Equipment and Installation Services**  
**June 20, 2013**

	All Pro Sound	Komputer+ Peripherals Inc.	Kynetic Technologies	Master Audio Visual	Pathway Communications LTD
<b>Section 1</b>					
<b>Equipment Only</b>					
186 Standard Throw Projectors	605.99	612.90	429.00	595.00	490.54
Warranty Procedure	Customer Service	On Site	3 yr replacement, shipping included	N/A	N/A
Cost to Upgrade Warranty to 5 years	127.80	128.70	Not Offered	N/A	N/A
Alternate Brand/Model	NEC NP-M271X \$595.34	N/A	Hitachi 2521 \$474.00	Dukane 8928A	NEC NP-M271X
Warranty for Alternate	2 yrs	N/A	3 yrs	5 yrs	3 yrs
Cost to Upgrade Warranty to 5 years on Alternate	98.24	N/A	124.00	0	38.95
Warranty Procedure for Alternate	Replacement 1st yr plus 1-way shipping	N/A	3 yr replacement, shipping included	Vendor Pickup, Repair and Return	2 Hot Swap Units
<b>Section 2</b>					
<b>Installation Services Only</b>					
Install 176 Standard Throw Projectors	145.92	120.00	340.00	72.50	50.00
<b>Section 3</b>					
<b>Equipment and Installation Services Combined</b>					
186 Standard Throw Projectors/5 Year Warranty	733.79	741.60	598.00	595.00	529.49
Installation of 176 Projectors	25,681.92	21,120.00	59,840.00	12,760.00	8,800.00
<b>Total Project</b>	<b>\$162,166.86</b>	<b>\$159,057.60</b>	<b>\$171,068.00</b>	<b>\$123,430.00</b>	<b>\$107,285.14</b>

**CONSIDER APPROVAL OF RECLAIMED WATER LINES EASEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve the City of Rosenberg reclaimed water lines easement for reclaimed water service to the Terry High School Athletic Fields.

**IMPACT/RATIONALE:**

The City of Rosenberg is requesting this easement to provide permanent reclaimed water service to the Terry High School Athletic Fields. This will allow The City of Rosenberg to provide the reclaimed water lines to the Terry High School Athletic Fields.

**PROGRAM DESCRIPTION:**

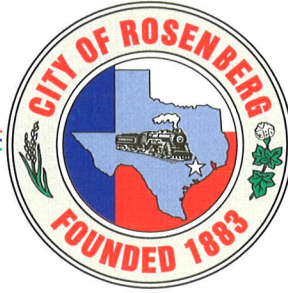
Upon approval the City of Rosenberg will provide permanent reclaimed water service to the Terry High School Athletic Fields.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



May 30, 2013

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

Re: Reclaimed Water Lines Easement

Dear Mr. Keever,

Attached are originals of the two (2) easements which will be required for the reclaimed water lines to serve B.F. Terry High School. If you have any questions, please contact John Maresh, Assistant City Manager, at 832-595-3518. When the easements have been approved and executed, you can contact me at 832-595-3310. The City will coordinate the recording.

Sincerely,

A handwritten signature in black ink that reads 'Jack S. Hamlett'.

Jack S. Hamlett  
City Manager

JSH/tay

xc: John Maresh, Assistant City Manager  
Kaye Supak, Executive Assistant  
File/Correspondence  
File/LCISD

attach: Road and Utility Easement  
Utility Easement

Received by LCISD

OFFICE OF THE CITY MANAGER  
2110 4<sup>th</sup> STREET \* P.O. BOX 32 \* ROSENBERG, TX 77471-0032 \* 832-595-3310 \* FAX 832-595-3311  
EMAIL: jackh@ci.rosenberg.tx.us

MAY 31 2013

Operations Office



Easement so as to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the facilities of GRANTEE or create a hazard to the public users thereof.

GRANTEE may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain drainage, water, sanitary sewer, and reclaimed water facilities and improvements within said Utility Easement and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

To have and hold perpetually, the above described Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto the said GRANTEE, its successors and assigns forever. And GRANTORS do hereby bind themselves, their heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Utility Easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**(Signature Page Follows)**

**GRANTOR:  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: Board of Trustees Secretary

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_,  
Board of Trustees (Title) \_\_\_\_\_, known to me to be the person whose name is  
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, A.D., 2013.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

# CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD  
ROSENBERG, TEXAS 77471  
281 342-2033

## LAMAR EASEMENT

FIELD NOTES FOR A 10-FOOT WIDE STRIP OF LAND IN THE JAMES LOWERY SURVEY, ABSTRACT 275, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OVER, THROUGH, AND ACROSS THOSE CERTAIN 18.21 ACRE TRACTS CONVEYED TO THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 525, PAGE 11, VOLUME 538, PAGE 439, VOLUME 559, PAGE 28, AND VOLUME 582, PAGE 453, ALL OF THE DEED RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 BASED UPON GPS OBSERVATIONS;

**COMMENCING** at a  $\frac{3}{4}$  inch iron pipe found at the intersection of the north right-of-way line of Airport Road and the east right-of-way line of Graeber Road for the apparent occupied southwest corner of said Lamar Consolidated Independent School District property;

**THENCE** North 87 degrees 04 minutes 14 seconds East along the north right-of-way line of Airport Road, 1,368.79 feet to a point on said line for the lower southwest corner and **Place of Beginning** of the herein described 10-foot wide strip of land;

**THENCE** North 13 degrees 25 minutes 17 seconds East establishing the westerly line of the herein described 10-foot wide strip of land, 948.99 feet to an angle point;

**THENCE** North 14 degrees 35 minutes 56 seconds East continuing along said line, 305.80 feet to a reentry corner to the herein described 10-foot wide strip of land, said point being 10.00 feet from the south right-of-way line of Avenue N;

**THENCE** establishing the upper south line of the herein described 10-foot wide strip of land, being 10.00 feet perpendicular from and parallel to the south right-of-way line of Avenue N, with the following courses and distances:

North 67 degrees 48 minutes 50 seconds West, 1,753.09 feet;

North 58 degrees 27 minutes 09 seconds West, 80.78 feet;

South 65 degrees 13 minutes 23 seconds West, 54.65 feet to a point in the east right-of-way line of Graeber Road for the upper southwest corner of the herein described 10-foot wide strip of land, said point bears North 02 degrees 15 minutes 00 seconds West, 1,971.83 feet from the aforementioned found  $\frac{3}{4}$  inch iron pipe;

**THENCE** North 02 degrees 15 minutes 00 seconds West along the east right-of-way line of Graeber Road, 10.83 feet to a Mag nail found for corner;

**THENCE** along the southerly right-of-way line of Avenue N with the following courses and distances:  
North 65 degrees 13 minutes 23 seconds East, 55.86 feet to a found Mag nail;  
South 58 degrees 27 minutes 09 seconds East, 85.31 feet to a found ½ inch iron rod with cap marked “1943-4349”;  
South 67 degrees 48 minutes 50 seconds East, 1,761.03 feet to a point for the northeast corner of the herein described 10-foot wide strip of land, said point being approximately 5-feet west of the west line of a called 70-foot wide drainage easement recorded in Volume 716, Page 641, Deed Records, Fort Bend County, Texas;

**THENCE** South 14 degrees 35 minutes 56 seconds West establishing the easterly line of the herein described tract, being approximately 5-feet west of the west line of said called 70 foot-wide drainage easement, 314.46 feet to an angle point;

**THENCE** South 13 degrees 25 minutes 17 seconds West continuing along said line, 945.95 feet to a point in the north right-of-way line of Airport Road for the southeast corner of the herein described 10-foot wide strip of land;

**THENCE** South 87 degrees 04 minutes 14 seconds West along the north right-of-way line of Airport Road, 10.42 feet to the **Place of Beginning** and containing 0.72 acre of land, more or less.

For reference and further description see Survey Plat No. R0001-081-01 prepared by the undersigned on same date.

April 24, 2013

Job Number R0001-081-01

Charlie Kalkomey Surveying, Inc.  
6415 Reading Road  
Rosenberg, TX 77471-5655  
(281) 342-2033



Acting By/Through Chris D. Kalkomey  
Registered Professional Land Surveyor  
No. 5869  
CDKalkomey@jonescarter.com





**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE  
AGRICULTURAL FACILITY RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve the final payment of \$20,650 for the Agricultural Facility renovations to BLS Construction.

**IMPACT/RATIONALE:**


BLS Construction was the contractor for the Agricultural Facility renovation project. This project included extending the roof along the perimeter of the building, paving the parking lot, renovating the restrooms, new electronic security gate, and additional security cameras. Funding for this project came from the 2011 Bond Referendum. Substantial completion was taken on January 4, 2013.

**PROGRAM DESCRIPTION:**

Upon approval, BLS Construction will be paid 100% for the Agricultural Facility renovation project.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA Document G702™ - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471-9999	<b>PROJECT:</b> Lamar CISD - Ag Barn 1441 Band Rd. Rosenberg, Texas	<b>APPLICATION NO:</b> 005 <b>PERIOD TO:</b> March 11, 2013 <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> 1231.00 / /	<b>Distribution to:</b> OWNER: X ARCHITECT: X CONTRACTOR: X FIELD: OTHER:
<b>FROM CONTRACTOR:</b> BLS Construction, Inc. 207 Fahrenthold Street El Campo, Texas 77437	<b>VIA ARCHITECT:</b> VLK Architects 7915 FM 1960 West Suite 214 Houston, Texas 77070		

### CONTRACTOR'S APPLICATION FOR PAYMENT

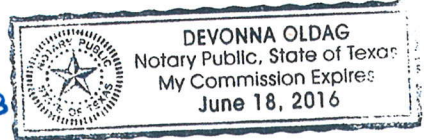
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 413,000.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 413,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 413,000.00
- 5. RETAINAGE:
  - a. 0 % of Completed Work  
(Column D + E on G703) ..... \$ 0.00
  - b. 0 % of Stored Material  
(Column F on G703) ..... \$ 0.00
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 413,000.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 392,350.00  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$ 20,650.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ 0.00

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

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

**CONTRACTOR:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: March 11, 2013  
 State of: Texas  
 County of: Wharton  
 Subscribed and sworn to before me this 11th day of March, 2013  
 Notary Public: Devonna Oldag  
 My Commission expires: June 18, 2016



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 20,650.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: 6/2/13  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED

JUN 07 2013

51

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCE CONSULTANT  
SERVICES FOR THE NEW LAMAR CONSOLIDATED HIGH SCHOOL  
BASEBALL/SOFTBALL COMPLEX**

**RECOMMENDATION:**

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the new Lamar Consolidated High School Baseball/Softball Complex not to exceed the amount of \$11,225.

**IMPACT/RATIONALE:**

Testing and balancing services is a professional service that the District must contract directly. These funds are provided with the 2006 available bond funds. The testing and balancing will provide final adjustments to the HVAC equipment installed in the new Lamar Consolidated Baseball/Softball Complex.

**PROGRAM DESCRIPTION:**

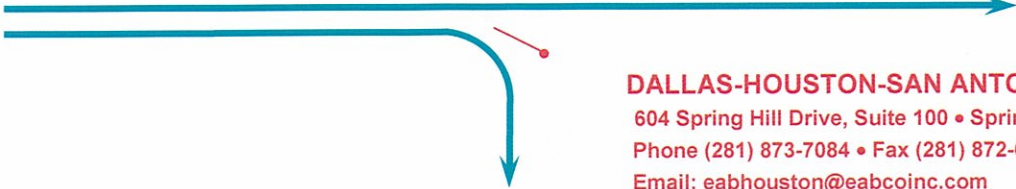
Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting services for the new Lamar Consolidated Baseball/Softball Complex.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**DALLAS-HOUSTON-SAN ANTONIO**

604 Spring Hill Drive, Suite 100 • Spring, Texas 77386

Phone (281) 873-7084 • Fax (281) 872-6309

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, Texas 77471

RE: Lamar CISD High School  
Baseball-Softball Field Complex

ATTENTION: Kevin McKeever

DATE: May 9, 2013

We are pleased to quote our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are quoting our services per the Mechanical Plans dated April 26, 2013 (Addendum No. 2) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

**TOTAL NET PRICE FOR THE ABOVE SERVICES..... \$ 11,225.00**

We thank you for the opportunity of quoting our services. This quote will expire thirty (30) days from the date shown above. Please reference this quote number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.



C. G. Conaway  
Project Administrator

cc: Mark Bollom / Gilbane

Please return this quote with your signature of approval.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date of Acceptance

G:\BIDS BY YEAR\2013 Bids\2130205 LAMAR CISD HIGH SCHOOL BASEBALL-SOFTBALL FIELD COMPLEX\BILLING\2130205 Quote LCISD.doc

**CONSIDER APPROVAL OF THE PREVAILING WAGE RATE SCHEDULE  
FOR CONSTRUCTION PROJECT SPECIFICATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve this prevailing wage rate schedule for all upcoming construction projects where applicable.

**IMPACT RATIONALE:**

A current prevailing wage rate schedule (see attached) must be in each bid specification for construction projects to insure workers are being paid no less than the current prevailing wage rate, according to the Texas Government Code, Chapter 2258. The prevailing wage rate must be updated every three (3) years. The survey for this prevailing wage rate was conducted in February 2013 and is effective March 2, 2013 through March 1, 2016.

**PROGRAM DESCRIPTION:**

Upon approval all future projects requiring bid specifications will use this Prevailing Wage Rate Schedule.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# Prevailing Wage Rate Determination Information

*The following information is from Chapter 2258 Texas Government Code:*

## 2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

## 2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

## 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates - School Construction Trades

Effective – March 2, 2013 through March 1, 2016

Texas Gulf Coast Areas

CLASSIFICATION	HOURLY RATE
Asbestos Worker	\$13.00
Bricklayers; Masons	\$17.10
Carpenters/Caseworker	\$15.00
Carpet Layers/Floor Installers	\$13.68
Concrete Finishers	\$14.58
Data Comm / Telecom Installer	\$18.13
Drywall Installers; Ceiling Installers	\$16.73
Electricians	\$17.93
Elevator Mechanics	\$29.89
Fire Proofing Installer	\$14.85
Glaziers	\$16.43
Heavy Equipment Operators	\$15.10
Insulators	\$12.00
Ironworkers	\$19.13
Laborers	\$12.67
Lather / Plasterer	\$17.10
Light Equipment Operators	\$14.50
Metal Building Assemblers	\$14.13
Millwrights	\$21.25
Painters/Wall Covering Installers	\$13.60
Pipefitters	\$22.53
Plumbers	\$21.88
Roofers	\$14.79
Sheet Metal Workers	\$16.47
Sprinkler Fitters	\$20.13
Steel Erector	\$17.38
Terrazzo Workers	\$18.67
Tile Setters	\$18.54
Waterproofers/Caulkers	\$15.10



**Prevailing Wage Rates  
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Rofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofor / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

**END OF DOCUMENT**

**CONSIDER APPROVAL OF DISCOVERY EDUCATION STREAMING**

**RECOMMENDATION:**

That the Board of Trustees consider approval of Discovery Education Streaming in the amount of \$54,741.75.

**IMPACT/RATIONALE:**

Access to Discovery Education Streaming includes licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources

**PROGRAM DESCRIPTION:**

Lamar CISD has used Discovery Education Streaming (formerly United Streaming) since 1998. In the 2012-13 school year, district teachers and students downloaded, viewed, or accessed over 83,000 Discovery Education Streaming resources. The Instructional Materials Allotment will be used to pay for this contract.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Home

[Live Help Contract](#)

Logout  
2813413100



Discovery Education Streaming v13

[Dependencies](#) [District Accounts](#)

2013 - 2014 Contract Totals

All Contracts: \$0.00  
Locked Contracts: \$0.00

	2011 - 2012	2012 - 2013
	Last Year	Last Year
Enrollment	Enrollment	Enrollment
Totals:	25,000	0

Total

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region XI, and other factors, this contract is offered in good faith but does not become binding until September 1, 2013, on either the district or ESC Region XI. Until September 1, 2013, a district or ESC Region XI can notify the other party of its wishes to void this contract, but early acceptance of this contract is necessary so that ESC Region XI can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

If you wish to sign up for Discovery Education Streaming, please enter your district's 2011 enrollment in the box on the right. Use the Texas Education Agency's Snapshot Report to get the 2011 enrollment for your district. To access the TEA Snapshot report, click the following link: [Snapshot Report](#)

Choose from the following additional Optional Resources by entering the number of campuses that will use these products in the box(es) on the right.

- Discovery Health Connection
- Discovery Science (K-8)
- Discovery Science (K-8, Renewing Elementary ONLY)
- Discovery Education Streaming Plus Package

Setup for Local Hosting - as quoted by ESC Region XI

Total

Contact Kayla Steiner at [ksteiner@esc11.net](mailto:ksteiner@esc11.net) with questions.

**District Contact Information:**

Please give us the name, e-mail address, and phone number for the district contact person responsible for this contract.



# Discovery Education's Videostreaming Resources Contract 2013-2014

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region XI, and other factors, this contract is offered in good faith but does not become binding until September 1, 2013, on either the district or ESC Region XI. Until September 1, 2013, a district or ESC Region XI can notify the other party of its wishes to void this contract, but early acceptance of this contract is necessary so that ESC Region XI can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

ESC Region XI offers the following services and discounts to school districts/charter schools in the Region 4 area that submit the online **Discovery Education's Videostreaming Contract**:

## Services included at No Additional Charge

**Discover Education Streaming** — Access to Discovery Education Streaming licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources

*Note: Discovery Education Streaming consists of more than 5,000 video titles, 20,000 digital images, 3,500 audio files, and 26,000 encyclopedia articles.*

## Services Included At a Reduced Fee

- Local hosting and HD videos, if desired
- Discovery Health Connection
- Discovery Science Connection (Middle School)
- Discovery Science Connection (Elementary School)
- Discovery Education Streaming Plus Package

*Note: Professional Development (face-to-face, online, and via videoconferencing) can also be purchased at reduced rates through ESC Region XI and the associated ESCs.*

*By contracting for these resources, districts/schools acknowledge and accept the terms of the Subscriber Agreement included in this document.*

**ESC Region XI Contact**

Director of Educational Technology  
(817) 740-7611



# Discovery Education's Videostreaming Resources Contract

## Price List — 2013-2014

### Basic Contract

### Cost per Enrollment (2011 Snapshot)

Discovery Education Streaming	\$1.05
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### Optional Additional Content

### Cost per Campus

1. Discovery Health Connection	\$1,365
2. Discovery Science Connection (Middle School)	\$1,606
Discovery Science Connection (Elementary School)	\$1,365
6. Discovery Education Streaming Plus Package	\$805

### Local Hosting or Upgrades on District Servers

Schools can also host videostreaming content on local servers and serve the content to classrooms over the district's network in high resolution streams. For discounted prices, contact Kayla Steiner at (817) 740-7659 (256K .asf, 256K .mov, 700K .asf, and high resolution 1.5 Mg files available).



## Contract Summary Report

<u>Contract</u>	<u>Lock Date</u>	<u>EnrollStart</u>	<u>EnrollEnd</u>	<u>Total</u>
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\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date Approved by Board of Trustees

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated District Contact

\_\_\_\_\_  
E-mail of District Contact

**Please fax or e-mail by to:**  
 Education Service Center Region XI  
 Atten: Dr. Clyde W. Steelman, Jr.  
 3001 North Freeway  
 Fort Worth, Texas 76106  
 Fax (817) 740-7675

**For additional information, contact:**  
 Dr. Clyde W. Steelman, Jr.  
 (817) 740-3630  
[clydes@esc11.net](mailto:clydes@esc11.net)

*NOTE: All fee amounts are estimates based on previous year's ADA calculations.  
 Actual invoice from ESC Region XI will reflect PEIMS submission data provided by TEA in October.*

**EXHIBIT A**  
**SUBSCRIBER AGREEMENT**  
**TERMS AND CONDITIONS**

This Subscriber Agreement (the “Agreement”), dated as of \_\_\_\_\_ (the “Effective Date”), is entered into by and between Education Service Center Region XI (the “Center”), located at 3001 North Freeway, Fort Worth, TX 76106, and \_\_\_\_\_ (“Subscriber”), located at \_\_\_\_\_.

WHEREAS, Discovery Education, Inc. (“Discovery Education”) is the owner of the product currently known as *Discovery Streaming*<sup>™</sup> (the “Product”), a subscription video-on-demand service that provides educational video, text, still images and audio materials to members of the educational industry through streaming and downloadable technology delivered via a password-protected Internet site or a secured Intranet site, and has entered into a Regional Agreement with Center to permit Center to distribute and license the Product to Subscriber and other subscribers;

WHEREAS, Subscriber is a school district, charter school, or other school governing body and wishes to obtain a license on behalf of the Users in its Community (as these terms are defined below) to access and use the Product for educational or research purposes; and

WHEREAS, Center wishes to grant such license to Subscriber and Subscriber’s Users,

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

- 1.1 Content: All the search pages, indexes, databases, individual blackline masters, teachers’ guide pages, online help, video, text, still images, audio materials and all other content hosted on the Website or otherwise offered in connection with the Product.
- 1.2 Community: The territory defined in the Regional Agreement or the Subscriber’s portion of that territory.
- 1.3 Play List: A feature of the Product that enables an educator that is a User within the Community to store a finite number of titles of online video materials available through the Product for streaming or download for use within the Community.
- 1.4 Quiz Center: A feature of the Product that enables educators to create quizzes and use quiz templates that incorporate online video materials available through the Product, and enables Students to access such quizzes.
- 1.5 Student: An individual who is enrolled at or attends classes in the Community.
- 1.6 Term: The Term shall be from the Effective Date through the end of the contractual agreement between the Center and the Subscriber (the “Expiration Date”), unless earlier terminated in accordance with the provisions contained herein.
- 1.7 User: An educator, administrator or Student in the Community; or a home access user who is an educator, administrator or Student in the Community, or a parent or guardian of a Student in the Community.
- 1.8 User Agreement: The current User Agreement is attached hereto as Exhibit B and incorporated by reference but may be amended from time to time by Discovery Education in its sole discretion as provided in Section 6 of this Agreement.
- 1.9 Website: The website currently located at <http://streaming.discoveryeducation.com/>.

2. GRANT OF RIGHTS.

- 2.1 Right to be Provider to Users. For so long as Subscriber participates through the Education Service Center Regional XI’s Regional Agreement during the Term, and is in compliance with all other provisions of this Subscriber Agreement and the User Agreement, Center grants to Subscriber the right to provide the Product to its Users during the Term.



- 2.2 Grant to Subscriber and Users. For so long as Subscriber participates through the Education Service Center Regional XI's Regional Agreement during the Term, and is in compliance with all other provisions of this Subscriber Agreement and the User Agreement, Center grants to Subscriber and the Users in its Community a limited, terminable license to access the Product via the Website or other means that Discover Education may set forth from time to time, and to download, stream, and edit the Content in accordance with the terms of this Subscriber Agreement and the User Agreement.
- 2.3 Transfer Prohibited. These licenses may not be transferred to third parties, nor may Subscriber or any of its Users allow an unauthorized third party to gain access to the Product, the Content or any Log-In Information (as defined in Section 4.3 of this Agreement). It is agreed and understood that Subscriber shall use reasonable means to control its Users, but is not liable otherwise for unauthorized use. Without limiting any other provisions in this Agreement, violation of this Section 2.3 constitutes a breach of this Agreement, and grounds for termination of this Agreement by Discovery Education in accordance with Section 9.1.1 of this Agreement.

### 3. CONTENT:

- 3.1 Covered Content. The Content shall comprise, at a minimum 5,000 video titles (at least 15,000 video clips) and a database interface to access the Content. The database interface shall be searchable by grade level, subject area and state standards. During the Term of this Agreement, Users shall be able to stream or download the Content to their desktop or local server.
- 3.2 Updates. Discovery Education may, in its sole discretion, make improvements or changes to the Product and/or the Content, including but not limited to additional video titles, closed-captioning, new encoding rates or other enhancements including new or updated features and functions (each, an "Update"). Discovery Education will provide Subscriber with Updates at no additional charge, provided that Subscriber participates through the Education Service Center Region XI's Regional Agreement during the Term, and is in compliance with all other provisions of this Agreement and the User Agreement. For the avoidance of doubt, Updates do not include Additional Content (as defined in Section 3.3 of the Regional Agreement).

### 4. PERMITTED AND PROHIBITED USES:

- 4.1 Content to be Used for Educational Purposes Only; Restrictions on Use. The Product and the Content may be used for bona fide educational and research purposes only. To the extent reasonably possible, Subscriber shall ensure that the Content is not used in any commercial or for-profit manner (including without limitation as part of any public exhibitions where an admission fee is charged for viewing) without Discovery Education's advance written permission. In no event shall the Product or the Content be used outside of the scope of this Agreement; be used beyond the Term of this Agreement, except as may be specifically permitted in the current version of the User Agreement; or be distributed or disseminated outside of the Community to any party not specifically authorized under this Agreement.
- 4.2 Volume and Home Use Limitations. Use of the Product by the Community and the Users within the Community are subject to the following limitations:
- 4.2.1 Limitation on Home Use. Subject to the exceptions set forth in Sections 4.2.2 and 4.2.3 below, Subscriber shall use all reasonable means to ensure no User (including, without limitation, an administrator, educator or Student) will be permitted to use the Product or otherwise access, download or stream the Content other than at a school facility within the Community.
- 4.2.2 Limited Use by Educators at Home. During the Term, educators shall be permitted to (1) download Content outside of a school facility to a portable medium (e.g., CD, DVD or Zip disk) solely for the purpose of transporting and using such medium in the school facility as permitted by this Agreement and the User Agreement; provided that such Content will not be permanently stored on such User's hard-drive, server or any non-portable media, and (2) access and create Play Lists and/or quizzes on Quiz Center, incorporating a maximum of 15 video clips with respect to each educator at any time, which Play Lists and/or quizzes may be created by such educator either in the school facility or at home but solely for use in the school facility, in accordance with the Agreement and the User Agreement. Discovery Education reserves the right, in its sole discretion, to limit the volume of downloads and streaming to the extent that Discovery Education deems such volume detrimental to system performance or an unreasonably high volume on a daily basis to be inconsistent with educational purposes (e.g., suspicion of commercial distribution).

Subscriber agrees to cooperate to the fullest extent possible with the Center and Discovery Education to ensure that its Users comply with the terms of this Subscriber Agreement and the User Agreement.

4.2.3 Use by Students for Assigned Quiz Center and Play List. Outside of a school facility within the Community, Students will only be permitted to access at their homes, solely via streaming, videos included in the educator-created Play List and quizzes created on Quiz Center, to the extent such Play List and quizzes are created by, and such Student is instructed to so access such videos by, an educator employed by the school in which such Student is enrolled, all in accordance with terms of the Agreement and the User Agreement. Discovery Education reserves the right to limit home use by Students of the Product, for example by requiring access by Students through specialized Student versions of the Website (which may, for example, limit Student access to streaming functionality), or by teacher-assigned use of Play List and Quiz Center. Subscriber agrees to cooperate to the fullest extent possible with the Center and Discovery Education to ensure that its Users comply with the terms of this Subscriber Agreement and the User Agreement.

4.3 Log-In Information. Discovery Education will provide Subscriber through the Regional Agreement with valid username(s), password(s), passcode(s) and IP authentication number(s) for the purpose of accessing, or allowing its Users to access, the Product and the Content (“Log-In Information”). All Log-In Information must be kept confidential, and may only be used by Subscriber and/or its Users. The unauthorized use of any Log-In Information shall be deemed a breach of this Agreement, and may constitute a violation of Discovery Education’s copyrights. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Product and/or the Content by unauthorized persons. Responsibility for the unauthorized access to or use of the Product and/or the Content through third-party use of the Log-In Information will be attributed to the Subscriber and/or to the User assigned to that Log-In Information, in Discovery Education’s or the Center’s sole discretion.

4.4 Security. Subscriber and its Users shall not take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Product’s control or security systems, nor allow or assist a third party to do so. This prohibition includes but is not limited to hacking, de-compiling, disassembling and reverse-engineering the Website or the Content. Subscriber and its Users shall ensure that all third-party hosts used by Subscriber or its Users for the purpose of hosting the Content shall treat the Content confidentially, and implement and utilize adequate, commercially reasonable and industry-standard security measures to prevent unauthorized access to the Product and/or the Content. Subscriber agrees to cooperate to the fullest extent possible with the Center and Discovery Education to ensure that its Users comply with the terms of this Subscriber Agreement and the User Agreement.

4.5 Modification or Dissemination of the Content and Website. Subscriber and its Users shall not remove, obscure or alter the Content, or the Website itself, and shall not combine or merge the Content with any other programs or content, except as expressly permitted in the User Agreement. Subscriber agrees that Subscriber and its Users will not sub-license, distribute, rent, lease, transfer or otherwise make available the Content to any party outside of the Community, or make the Content accessible to any party by broadcast or transmission, including without limitation by television, cable, satellite, telephony, wireless, closed-circuit or Internet broadcasting, or use the Content for systematic downloading, service bureau redistribution services, printing for fee-for-service purposes and/or making print or electronic copies for transmission to non-subscribers, except as may be expressly permitted in the User Agreement. For the avoidance of doubt, all provisions of this Agreement and the User Agreement relating to the Content shall also govern Content that is edited in accordance with the User Agreement.

## 5. COMMUNICATIONS AND REPORTING.

5.1 Communications. Within a reasonable period of time after execution of this Agreement, the Center and Discovery Education will contact Subscriber to assist with implementation of and training on the Product In consultation with the Center, Discovery Education and the Center will continue to periodically contact Subscriber and/or its Users for customer service purposes, including without limitation by providing Product information (such as Product updates and Content changes) and Product integration ideas. By subscribing to and accessing the Product and the Content, Subscriber and Subscriber’s Users consent to receive such communications.

5.2 Reporting. Subscriber shall provide any and all information regarding use of the Product in the Community and by its Users that is reasonably requested by the Center and Discovery Education.

## 6. USER AGREEMENT. Subscriber shall comply with, and shall ensure the compliance of its Users with, the User Agreement,

and any amendments that may be made to the User Agreement by Discovery Education from time to time. Such amendments will become effective when Discovery Education posts an updated User Agreement on the Website, or when Discovery Education otherwise provides notice to Subscriber and its Users of any amendments. Subscriber and its Users each bear the responsibility for checking the User Agreement for updates from time to time, and shall be bound by the terms of the User Agreement posted on the Website at the time of Subscriber's or its Users' access. Any amended User Agreement shall supercede the previous version of the User Agreement. Failure by Subscriber to comply with and to ensure compliance by its Users shall constitute a breach of this Agreement and permit either the Center of Discovery Education to terminate this Agreement immediately.

## 7. REPRESENTATIONS AND WARRANTIES.

- 7.1 By Education Service Center Region XI. Education Service Center Region XI represents and warrants that: (i) it has full power and authority to enter into this Agreement; and (ii) it has the necessary resources to support Subscriber and its Users in accordance with this Agreement.
- 7.2 By Subscriber. In addition to the other representations and warranties set forth in this Agreement, Subscriber represents and warrants that: (i) it has full power and authority to enter into this Agreement; (ii) it has the right to permit Discovery Education to encode and host the Content on Subscriber's servers or the servers of Subscriber's host; (iii) only Subscriber's Users shall access the Product and the Content; (iv) the Product and the Content will at all times be used only as expressly permitted by this Agreement and the User Agreement; and Subscriber shall be responsible for the conduct of Subscriber's Users regarding their compliance with this Agreement.
- 7.3 By Subscriber and Its Users. By permitting its Users to access the Product and the Content, and without limiting any other provisions in this Agreement, Subscriber agrees to use all reasonable means to ensure that: (i) its Users agree to and will comply with the current User Agreement; (ii) any materials its Users may merge with the Content or any revision that its Users may make to the Content, as permitted by this Agreement and the User Agreement, do not and will not contain any libelous, unlawful or infringing materials or content, and will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy; (iii) the Product and the Content shall not be modified or altered except as specifically allowed in the User Agreement; (iv) all copyright, trademark and proprietary notices included with, attached to or embedded in the Product or the Content will be maintained without modification, obstruction or deletion, including but not limited to proper attribution to Discovery Education as the owner of the Product and the source of the Content; and (v) all Log-In Information shall be maintained confidentially by Subscriber and its Users. Any violation of either Section 7.2 above or this Section 7.3 shall constitute a breach of this Agreement, and grounds for immediate termination of this Agreement by the Center or Discovery Education in accordance with Section 9 of this Agreement.

## 8. OWNERSHIP; COPYRIGHTS AND TRADEMARKS; MARKETING.

- 8.1 Ownership of Content. Subscriber acknowledges that as between Subscriber and its Users on the one hand and Discovery Education on the other hand, ownership in and to the Product and the Content, including but not limited to video, text, still images and audio materials, and all intellectual property or other proprietary rights therein, shall remain with Discovery Education. Without limiting any other legal rights or remedies Discovery Education may have, Subscriber agrees that any and all use of the Content by Subscriber and its Users is governed by and shall be in compliance with United States trademark and copyright laws. Nothing in this Agreement shall be construed to give Subscriber or any of its Users ownership in the Product, the Website or the Content. Subscriber acknowledges that it and its Users have no right to use the Content other than as set forth in this Agreement and in the User Agreement. All rights not expressly granted are reserved to Discovery Education.
- 8.2 Reporting Infringement. By subscribing to, accessing and/or using the Product, Subscriber and its Users agree to report to Discovery Education and the Center all claims or suspected claims of copyright or other infringement of Discovery Education's intellectual property or other proprietary rights. Claims of infringement should be directed to Discovery Education's VP of Product Development at One Discovery Place, Silver Spring, Maryland 20910.
- 8.3 Injunction. Subscriber acknowledges and agrees that the Product possesses a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of the unauthorized use of the Product or the Content. Subscriber recognizes that the unauthorized or unapproved use of the Product or the Content may cause immediate and irreparable damage to Discovery Education, for which Discovery Education would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of said unauthorized or unapproved use of the Product or the Content by Subscriber or its Users, in addition to such

other legal and equitable rights and remedies as may be available to the Center or Discovery Education, the Center or Discovery Education shall be entitled to injunctive relief, without the necessity of proving damages or furnishing a bond or other security.

8.4. Marketing. If Subscriber wishes to reference the Product or market the Product to its Users, Subscriber must follow the guidelines in the *Discovery Streaming*<sup>TM</sup> Graphic Standards Manual, available on the Website or by contacting the Discovery Education Marketing Department at One Discovery Place, Silver Spring, Maryland 20910. In no event shall any Discovery Education marketing or promotional materials be modified or changed in any manner without Discovery Education's prior written approval.

9. TERMINATION/SUSPENSION; EFFECT OF TERMINATION OR EXPIRATION.

9.1 Termination by Discovery Education for Cause. In the event that: (i) Subscriber fails to participate through the Education Service Center Regional XI's Regional Agreement; or (ii) Subscriber or any of its Users violate any term of this Agreement or the User Agreement; or (iii) Discovery Education believes in good faith that the conduct of Subscriber or any of its Users violates or may violate applicable law; or (iv) Discovery Education believes in good faith that the conduct of Subscriber or any of its Users is harmful to the interests of Discovery Education or other subscribers or users of the Product (each, an "Event of Default"), and Subscriber does not cure such Event of Default within 10 days after receipt of notice from Discovery Education, Discovery Education may suspend or terminate the offending Subscriber in whole or in part (i.e., with respect to the defaulting Subscriber or User) immediately upon written notice to Subscriber and the Center until the offending Subscriber remedies the situation to the satisfaction of Discovery Education.

9.2 Termination by Center. The Center may terminate this Agreement for any reason upon 30 days' written notice to Subscriber.

9.3 Effect of Expiration or Termination. Upon expiration or prior termination of this Agreement pursuant to Section 9.1 or 9.2 above, excepting any continuing uses permitted by the User Agreement: (i) all rights granted herein shall terminate and revert to Discovery Education; (ii) all content must be erased or deleted from any storage devices including but not limited to servers, hard drives, CDs or Zip disks; and (iii) all access to and use of the Product, the Website and the Content must cease. Subscriber must immediately notify all its Users of the expiration or prior termination of this Agreement, and Subscriber shall use reasonable means to ensure that all Users remove, delete and/or destroy all Content except as may be specifically allowed in the User Agreement. Upon termination of this Agreement pursuant to Section 9.1 above, all of the foregoing shall apply, and in addition, any continuing uses permitted by the User Agreement shall be inapplicable. In no event shall any ownership rights in or to the Product, the Website or the Content be transferred to the Subscriber or its Users. All benefits in and to the Product, the Website and the Content shall inure to Discovery Education.

9.4 Fees. Upon termination of this Agreement pursuant to Section 9.1 above, the Center shall not be obligated to refund any previously paid Fees to the Center by Subscriber. Upon termination of this Agreement pursuant to Section 9.2 above, the Center shall refund to Subscriber the portion of the Fees paid by the Center for which Subscriber did not receive the benefit of the licenses granted in this Agreement. Refunds to Subscriber from the Center will be the responsibility of the Center.

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1 OF THIS AGREEMENT, THE PRODUCT AND THE CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THIS AGREEMENT, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY EDUCATION AND THE CENTER DO NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE PRODUCT OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CENTER OR DISCOVERY EDUCATION OR THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EITHER PARTY'S OBLIGATIONS HEREUNDER, AND OTHER THAN WITH RESPECT TO SUBSCRIBER'S PAYMENT, INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS, LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY SUBSCRIBER TO DISCOVERY EDUCATION OR THE CENTER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL DISCOVERY EDUCATION OR THE CENTER BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION,

REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

11. MISCELLANEOUS.

11.1 Independent Contractors.

11.1.1 No Partnership. Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Neither party may make binding commitments on the part of the other, except as otherwise specifically agreed hereunder. With the exception of Subscriber's Users and Discovery Education, this Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

11.1.2 Subscriber's Control Over Employees. As an independent contractor, Subscriber shall have the entire responsibility to discharge all the obligations of employer with respect to its employees under this Agreement and any and all applicable laws, rules or regulations, including, but not limited to, those relating to taxes, unemployment insurance, social security and workers' compensation.

11.2 Entirety. This Agreement and the User Agreement contain the entire understanding and supersede all prior understandings between the parties relating to the subject matter herein, and cannot be changed except in a writing executed by both parties, except that the User Agreement may be amended by Discovery Education in its sole discretion according to the provisions of Section 6 of this Agreement, and such amendments shall be deemed a part of this Agreement.

11.3 Assignment. Neither Subscriber nor its Users shall license, sub-license, assign or otherwise convey any rights or obligations under this Agreement to any other party without Discovery Education's prior written approval. Any sale or transfer of the ownership interest in, outstanding voting stock of or control of Subscriber, or the merger of Subscriber into or with any third party, shall be deemed an assignment for purposes of this Section 12.3. Any attempted assignment in violation of this Section 12.3 shall be deemed null and void. Discovery Education may freely assign this Agreement in whole or in part.

11.4 Confidentiality. Except as provided by the Texas Public Information Act, all provisions hereof ("Confidential Information") shall be kept strictly confidential by the parties and may not be disclosed without prior written consent (except that each party may disclose such matters, to the extent reasonably necessary, to its attorneys, auditors, consultants, shareholders, third-party profit participants and other fiduciaries, provided such fiduciaries are made aware of the confidentiality obligation imposed by this sub-paragraph, and further provided each party shall be held liable for any breach of this sub-paragraph by its fiduciaries). In the event that Subscriber receives a request for disclosure of Confidential Information under the Texas Public Information Act applicable to Subscriber under state law, or under any other applicable law, (as applicable, the "Acts") Subscriber shall notify Discovery Education of such request, and Subscriber shall promptly forward a copy of such request to Discovery Education, such delivery to be effected by facsimile or next-day express delivery only, to the attention of Steven Sidel, Executive Vice President. Discovery Education may, upon receipt of any such request for disclosure of Confidential Information, use its best efforts to contest the disclosure of Confidential Information under all exceptions and/or exemptions, if any, that are applicable to such Confidential Information under the Acts.

11.5 Force Majeure. If either party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond its reasonable control ("Event of Force Majeure"), failure to perform shall not be deemed a breach of or default under this Agreement, and neither party shall be liable to the other therefor. If an Event of Force Majeure continues for more than a reasonable period of time, Discovery Education shall have the right in its sole but reasonable discretion to terminate this Agreement without further liability to Subscriber.

11.6 Law. Notwithstanding anything to the contrary herein or in the User Agreement, this Agreement shall be construed and enforced under the laws of the State of Texas, USA without reference to the choice of law principles thereof. Subscriber hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Texas and in the county Tarrant. The parties waive any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

11.7 Severability. If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof.

- 11.8 Waiver. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.
- 11.9 Remedies. Rights and remedies granted hereunder are cumulative. The exercise of one shall not diminish or affect any other rights or remedies at law or in equity. Subscriber’s sole remedy under this Agreement shall be an action at law for damages; Subscriber shall not be entitled to equitable relief.
- 11.10 Surviving Obligations. Each party’s representations, warranties, indemnities and confidentiality obligations and the provisions regarding ownership of intellectual property shall survive the expiration or prior termination of this Agreement.
- 11.11 Subscriber’s Evaluation of Agreement. Subscriber agrees and acknowledges that it has not been induced to enter into this Agreement by any statements made by Discovery Education, that Subscriber has independently evaluated its business and its ability to utilize this Agreement in its business and to achieve the goals set by Subscriber for its business, and that neither the Center nor Discovery Education are responsible or liable to Subscriber for any failure of Subscriber to exploit this Agreement in accordance with Subscriber’s own expectations.
- 11.12 Controlling Language. Subscriber and Center agree that this Agreement has been written in the English language by consent of the parties hereto, and all provisions of the Agreement shall be construed and interpreted in the English language as commonly used in the United States of America.
- 11.13 Notice. Notices shall be in writing and delivered by personal delivery; first class certified or registered mail, return receipt requested; U.S. Express mail; or an express overnight service (such as Federal Express); or facsimile (with confirmation), addressed as set forth in the Fee Schedule or such other address designated by a party in writing. Notice shall be deemed to have been given when actually received.
- 11.14 Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument. A signed counterpart by facsimile shall be deemed an original.
- 11.15 Subscriber Exempt from Taxation. Subscriber hereby certifies that Subscriber is exempt from all federal, state, and local taxes.
- 11.16 The Parties acknowledge that Discovery Education is an express third party beneficiary to this Agreement and has the right to enforce its rights and the rights of the Center contained herein. Notwithstanding anything herein to the contrary, Subscriber shall have no recourse against Discovery Education as a result of this Agreement.

By their execution below, the parties hereto have agreed to all the terms and conditions of this Agreement.

**ACCEPTED AND AGREED TO:**

District/Charter School/NonPublic School

Education Service Center Region XI

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

Dr. Clyde W. Steelman, Jr.  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Executive Director  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

#332091.1

**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR  
TEACHING STAFF, 2013-2014 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the 2013-2014 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

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

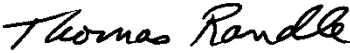
**PROGRAM DESCRIPTION:**

Listed below are staff members who are new to LCISD or have recently become certified as PDAS appraisers for the 2013-2014 school year.

Cara Hoskins

Submitted by: Dr. Kathleen M. Bowen, Executive Director of Human Resources  
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES**

**BACKGROUND INFORMATION:**

Mrs. Julie Thompson, Board President, will appoint board members to serve on standing and ad hoc committees for the 2013-2014 school year. Last year's committees and members are:

	<b>2012-13</b>	<b>2013-14</b>
<b><u>STANDING COMMITTEES</u></b>		
<b>POLICY REVIEW COMMITTEE</b>	Frank Torres Karen Mendoza Rhonda Zacharias	_____ _____ _____
<b>FINANCIAL AUDIT COMMITTEE</b>	Michael Richard Sam Hopkins Karen Mendoza	_____ _____ _____
<b>FACILITIES COMMITTEE</b>	Sam Hopkins Michael Richard Julie Thompson	_____ _____ _____
<b>ATTENDANCE BOUNDARY COMMITTEE</b>	Julie Thompson Dar Hakimzadeh Frank Torres	_____ _____ _____
<b>INFORMATION TECHNOLOGY COMMITTEE</b>	Rhonda Zacharias Jack Christiana** Dar Hakimzadeh	_____ _____ _____
<b>GOVERNMENT AFFAIRS COMMITTEE</b>	Karen Mendoza Sam Hopkins Michael Richard	_____ _____ _____

\*\* Advisory Member

**PROGRAM DESCRIPTION:**

If board members have an interest in specific committees, please contact Mrs. Thompson.



**INFORMATION ITEM: BUDGET WORKSHOP**

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2013-14 budget. Legislative topics and the status of budget development will be discussed.

Resource Person: Jill Ludwig, Chief Financial Officer

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF MAY 31, 2013)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2013.
- 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 May 31, 2013, Lamar had collected 98.1% 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  
May 2013**

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
12	\$ 658,260.52	\$ 59,476.64	\$ 12,192.25	\$ 729,929.41	\$ 492,517.51	\$ 56,693.13	\$ 165,743.01	\$ 14,975.76
11	\$ 67,286.89	\$ 10,406.73	\$ 9,040.35	\$ 86,733.97	\$ 49,376.67	\$ 16,677.11	\$ 17,910.22	\$ 2,769.97
10	\$ 41,023.51	\$ 5,647.08	\$ 4,055.28	\$ 50,725.87	\$ 30,666.54	\$ 8,276.65	\$ 10,356.97	\$ 1,425.71
09	\$ 31,911.13	\$ 2,029.36	\$ 1,319.91	\$ 35,260.40	\$ 25,139.43	\$ 2,941.69	\$ 6,771.70	\$ 407.58
08	\$ 14,353.63	\$ 1,319.56	\$ 627.29	\$ 16,300.48	\$ 11,338.45	\$ 1,697.51	\$ 3,015.18	\$ 249.34
07	\$ 8,156.17	\$ 649.66	\$ 252.44	\$ 9,058.27	\$ 6,297.67	\$ 761.52	\$ 1,858.50	\$ 140.58
06	\$ 1,348.91	\$ 240.58	\$ 48.57	\$ 1,638.06	\$ 1,159.96	\$ 255.94	\$ 188.95	\$ 33.21
05	\$ 611.31	\$ 470.03	\$ 242.07	\$ 1,323.41	\$ 528.71	\$ 646.38	\$ 82.60	\$ 65.72
04	\$ 299.23	\$ 300.81	\$ 124.53	\$ 724.57	\$ 256.00	\$ 381.33	\$ 43.23	\$ 44.01
03	\$ 1,562.78	\$ 1,821.76	\$ 530.91	\$ 3,915.45	\$ 1,395.50	\$ 2,157.35	\$ 167.28	\$ 195.32
02	\$ 1,867.28	\$ 2,382.53	\$ 631.87	\$ 4,881.68	\$ 1,699.84	\$ 2,801.33	\$ 167.44	\$ 213.07
01	\$ 2,516.63	\$ 3,519.85	\$ 904.93	\$ 6,941.41	\$ 2,277.60	\$ 4,090.61	\$ 239.03	\$ 334.17
00	\$ 2,488.27	\$ 3,777.78	\$ 939.37	\$ 7,205.42	\$ 2,224.85	\$ 4,317.34	\$ 263.42	\$ 399.81
99	\$ 2,360.32	\$ 3,871.17	\$ 934.72	\$ 7,166.21	\$ 2,132.82	\$ 4,432.76	\$ 227.50	\$ 373.13
98	\$ 2,312.33	\$ 4,070.20	\$ 957.38	\$ 7,339.91	\$ 2,138.22	\$ 4,721.13	\$ 174.11	\$ 306.45
97	\$ 2,312.33	\$ 4,347.69	\$ 999.00	\$ 7,659.02	\$ 2,138.22	\$ 5,019.34	\$ 174.11	\$ 327.35
96	\$ 2,313.31	\$ 4,627.43	\$ 1,041.12	\$ 7,981.86	\$ 2,103.51	\$ 5,248.93	\$ 209.80	\$ 419.62
95	\$ 2,231.39	\$ 4,732.11	\$ 1,044.53	\$ 8,008.03	\$ 2,114.59	\$ 5,529.02	\$ 116.80	\$ 247.62
94	\$ 2,273.77	\$ 5,098.86	\$ 1,105.90	\$ 8,478.53	\$ 2,160.55	\$ 5,951.13	\$ 113.22	\$ 253.63
93	\$ 2,302.86	\$ 5,440.57	\$ 1,161.52	\$ 8,904.95	\$ 2,205.51	\$ 6,372.32	\$ 97.35	\$ 229.77
92	\$ 2,546.72	\$ 6,327.55	\$ 1,330.26	\$ 10,204.53	\$ 2,503.34	\$ 7,550.26	\$ 43.38	\$ 107.55
91	\$ 2,075.14	\$ 5,395.94	\$ 1,120.67	\$ 8,591.75	\$ 2,019.98	\$ 6,373.18	\$ 55.16	\$ 143.43
90	\$ 1,817.65	\$ 4,944.52	\$ 1,014.33	\$ 7,776.50	\$ 1,692.87	\$ 5,619.45	\$ 124.78	\$ 339.40
89	\$ 1,856.13	\$ 5,272.03	\$ 1,069.22	\$ 8,197.38	\$ 1,560.58	\$ 5,501.86	\$ 295.55	\$ 839.39
88 & prior	\$ 42.50	\$ 126.23	\$ 25.31	\$ 194.04	\$ 42.50	\$ 151.54		
<b>Totals</b>	<b>\$ 856,130.71</b>	<b>\$ 146,296.67</b>	<b>\$ 42,713.73</b>	<b>\$ 1,045,141.11</b>	<b>\$ 647,691.42</b>	<b>\$ 164,168.81</b>	<b>\$ 208,439.29</b>	<b>\$ 24,841.59</b>

**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 5-31-13
12	\$ 136,145,655.46	\$ 5,661,178.14	\$ 141,806,833.60	\$ 139,096,449.24	\$ 420,690.57	\$ 54,696.69	\$ 139,571,836.50	\$ 2,710,384.36
11	\$ 1,526,426.10	\$ (77,361.70)	\$ 1,449,064.40	\$ 765,375.69	\$ 183,306.28	\$ 195,659.59	\$ 1,144,341.56	\$ 683,688.71
10	\$ 712,478.78	\$ 7,679.49	\$ 720,158.27	\$ 270,027.32	\$ 83,528.84	\$ 60,335.09	\$ 413,891.25	\$ 450,130.95
09	\$ 531,424.87	\$ 14,392.95	\$ 545,817.82	\$ 174,669.02	\$ 66,789.32	\$ 38,025.06	\$ 279,483.40	\$ 371,148.80
08	\$ 360,340.24	\$ 38,639.12	\$ 398,979.36	\$ 108,693.99	\$ 38,260.77	\$ 18,642.68	\$ 165,597.44	\$ 290,285.37
07	\$ 287,280.27	\$ 29,931.88	\$ 317,212.15	\$ 46,831.92	\$ 10,102.74	\$ 4,822.83	\$ 61,757.49	\$ 270,380.23
06	\$ 222,534.53	\$ 3,632.13	\$ 226,166.66	\$ 25,822.69	\$ 10,064.15	\$ 3,357.83	\$ 39,244.67	\$ 200,343.97
05	\$ 216,529.51	\$ 267.63	\$ 216,797.14	\$ 15,648.32	\$ 9,087.02	\$ 2,670.03	\$ 27,405.37	\$ 201,148.82
04	\$ 134,192.21	\$ (612.80)	\$ 133,579.41	\$ 10,245.13	\$ 6,418.65	\$ 1,824.07	\$ 18,487.85	\$ 123,334.28
03	\$ 121,282.11	\$ (48,003.80)	\$ 73,278.31	\$ 7,721.65	\$ 6,799.52	\$ 1,457.11	\$ 15,978.28	\$ 65,556.66
02	\$ 106,981.89	\$ (51,525.47)	\$ 55,456.42	\$ 7,444.37	\$ 7,294.02	\$ 1,405.82	\$ 16,144.21	\$ 48,012.05
01	\$ 83,228.49	\$ (34,508.67)	\$ 48,719.82	\$ 7,154.83	\$ 8,772.18	\$ 1,732.46	\$ 17,659.47	\$ 41,564.99
00	\$ 71,500.23	\$ (28,987.77)	\$ 42,512.46	\$ 7,320.75	\$ 9,853.77	\$ 1,929.59	\$ 19,104.11	\$ 35,191.71
99	\$ 68,463.25	\$ (24,541.91)	\$ 43,921.34	\$ 6,469.59	\$ 9,278.72	\$ 1,706.18	\$ 17,454.49	\$ 37,451.75
98	\$ 58,230.23	\$ (23,251.75)	\$ 34,978.48	\$ 6,137.12	\$ 9,374.69	\$ 1,644.97	\$ 17,156.78	\$ 28,841.36
97	\$ 52,779.15	\$ (21,668.15)	\$ 31,111.00	\$ 6,607.82	\$ 10,899.39	\$ 1,916.64	\$ 19,423.85	\$ 24,503.18
96	\$ 50,566.35	\$ (19,472.44)	\$ 31,093.91	\$ 4,989.88	\$ 9,088.18	\$ 1,727.27	\$ 15,805.33	\$ 26,104.03
95	\$ 39,898.13	\$ (10,254.92)	\$ 29,643.21	\$ 3,777.57	\$ 7,911.77	\$ 1,733.78	\$ 13,423.12	\$ 25,865.64
94	\$ 31,443.94	\$ (8,370.74)	\$ 23,073.20	\$ 3,548.00	\$ 7,909.65	\$ 1,718.44	\$ 13,176.09	\$ 19,525.20
93	\$ 29,766.02	\$ (14,717.24)	\$ 15,048.78	\$ 3,801.65	\$ 8,841.09	\$ 1,891.73	\$ 14,534.47	\$ 11,247.13
92	\$ 27,735.63	\$ (15,652.82)	\$ 12,082.81	\$ 4,201.86	\$ 10,329.17	\$ 2,173.45	\$ 16,704.48	\$ 7,880.95
91 & prior	\$ 30,008.31	\$ (3,786.72)	\$ 26,221.59	\$ 7,884.75	\$ 21,499.67	\$ 4,404.21	\$ 33,788.63	\$ 18,336.84
<b>Totals</b>	<b>\$140,908,745.70</b>	<b>\$5,373,004.44</b>	<b>\$146,281,750.14</b>	<b>\$140,590,823.16</b>	<b>\$956,100.16</b>	<b>\$405,475.52</b>	<b>\$141,952,398.84</b>	<b>\$5,690,926.98</b>

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

<b>MONTH</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>	<b>2003-04</b>	<b>2002-03</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%
<b>NOV</b>	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%
<b>DEC</b>	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%
<b>JAN</b>	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%
<b>FEB</b>	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%
<b>MAR</b>	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%
<b>APR</b>	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%
<b>MAY</b>	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%
<b>JUNE</b>		98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%
<b>JULY</b>		98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%
<b>AUG</b>		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 MAY 31, 2013**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 5-31-13</b>	<b>% OF BUDGET COLLECTED</b>
2012	2012-13	\$139,195,507	\$139,096,449	99.93%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$1,494,374	64.97%
<b>TOTAL</b>		<b>\$141,495,507</b>	<b>\$140,590,823</b>	<b>99.36%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF MAY 31, 2013**

Exhibit E

SCHOOL YEAR TAX YEAR	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655
1 Collections	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	139,096,449
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,661,178
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	765,376	
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	(77,362)	
3 Collections	\$ 267,371	\$ 248,471	\$ 368,541	270,027		
Adj. To Roll	\$ 21,693	\$ 96	\$ 67,079	7,679		
4 Collections	\$ 136,983	\$ 223,830	174,669			
Adj. To Roll	\$ 54,869	\$ 102,644	14,393			
5 Collections	\$ 170,751	108,694				
Adj. To Roll	\$ 115,743	38,639				
6 Collections	\$ 46,832					
Adj. To Roll	\$ 29,932					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 110,620,880	\$ 125,236,979	\$ 130,046,767	\$ 133,406,604	\$ 136,883,083	\$ 139,096,449
<b>ADJUSTED TAX ROLL</b>	\$ 110,891,261	\$ 125,527,264	\$ 130,417,917	\$ 133,856,733	\$ 137,566,771	\$ 141,806,834
<b>BALANCE TO BE COLLECTED</b>	\$ 270,380	\$ 290,285	\$ 371,149	\$ 450,129	\$ 683,688	\$ 2,710,384
<b>ADJ. TAXABLE VALUE</b>	\$ 8,545,544,713	\$ 9,673,429,949	\$ 10,050,315,315	\$ 9,809,588,028	\$ 9,896,533,999	\$ 10,201,563,512
<b>TOTAL % COLLECTIONS AS OF MAY 31, 2013</b>	99.8%	99.8%	99.7%	99.7%	99.5%	98.1%
<b>TAX RATE</b>	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Durotech (2013 Misc. Renovations)	Application # 1	\$	<b>196,018.11</b>
Engineered Air Balance (Adolphus Elem #22)	Application # 4	\$	<b>27,660.00</b>
Engineered Air Balance (Polly Ryon Middle)	Application # 4	\$	<b>8,450.00</b>
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 12	\$	<b>3,721.17</b>
PBK Architects (Adolphus Elem #22 – Phase 2 – Reimbursables)	Application # 14	\$	<b>45.96</b>
PBK Architects (George Ranch HS – Build Out)	Application # 12	\$	<b>754.98</b>
PBK Architects (Natatorium #2)	Application # 5	\$	<b>12,000.00</b>
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 12	\$	<b>6,169.67</b>
PBK Architects (Polly Ryon Middle – Phase 2 - Reimbursables)	Application # 12	\$	<b>58.03</b>
PBK Architects (Traylor Stadium)	Application # 5	\$	<b>2,400.00</b>
RCP Inc. (Transportation Satellite – Secondary Drive)	Application # 4	\$	<b>300.00</b>
Terracon (Jackson Elementary)	Application # 1	\$	<b>1,355.00</b>
Terracon (Terry HS)	Application # 1	\$	<b>1,595.00</b>

Resource person: Kevin McKeever, Administrator for Operations



**INFORMATION ITEM: REGION 4 – MAINTENANCE AND OPERATIONS UPDATE**

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

**Work Request Summary for May 2013:**

- The Department completed 1,474 requests with 182 new requests
- 78 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Repairing a steamer in the kitchen at Pink Elementary
- Repairing a faucet in the kitchen at Dickinson Elementary
- Repairing an electric hand dryer in a restroom at Lamar High
- Repairing the intercom system at McNeill Elementary
- Repairing the intercom system at Meyer Elementary
- Replacing a door closer at Reading Junior High
- Repairing the fire alarm system at Beasley Elementary
- Repairing the fire alarm system at Jane Long Elementary
- Replacing a glass window at Travis Elementary
- Preparing walls to be painted in two classrooms at Hubenak Elementary
- Tightening the shelves in a storage closet in the gym at Hubenak Elementary
- Re-gluing the loose laminate on the circulation desk in the library at Hubenak Elementary
- Re-caulking the counter top in the nurses office at Hubenak Elementary
- Installing a latch and repairing the partition wall in a restroom at Hutchinson Elementary
- Assembling two wood study desks at Hutchinson Elementary
- Changing two bulbs in the vent hood above the stoves at Beasley Elementary
- Re-hanging the ceiling grid and ceiling tiles in a classroom at Pink Elementary
- Cleaning the outside canopy lights at George Ranch High
- Installing a new drill press at Lamar High Vocational
- Installing wire guards over both exit signs in the girls gym at George Junior High
- Installing a new toilet seat in a restroom at George Junior High
- Replacing four ceiling tiles in the library at Briscoe Junior High
- Installing new trim around the base of the gym floor at Meyer Elementary
- Repainting the yellow poles in the service yard area at Dickinson Elementary
- Building an umbrella stand for the Surfs Up event
- Repainting a wall above the show case by the gym at George Junior High
- Repainting eight starting blocks at the Natatorium
- Caulking the outside wall of the auditorium at Briscoe Junior High

- Re-gluing the vinyl in the hallways at Jackson Elementary
- Re-gluing the corner edge of a window at Jackson Elementary
- Replacing lamps at Jackson Elementary
- Installing door sweeps on the exit doors at Smith Elementary
- Installing a new counter top and back splash in the teacher lounge at Frost Elementary
- Replacing ceiling tiles in the main hall by the gym at Pink Elementary
- Hanging a paper towel dispenser in a restroom at Thomas Elementary
- Re-gluing the cove base around the 3<sup>rd</sup> grade hallway at McNeill Elementary
- Removing a large gator painting at George Junior High
- Removing an old vent and installing a new one by the cafeteria at Travis Elementary
- Installing new weather stripping on a door frame for a portable at Travis Elementary
- Replacing ceiling tile in a classroom at Hubenak Elementary
- Installing the new FDC sign at Hubenak Elementary
- Tightening the loose toilet seats in the boys and girls restroom across from the gym at Hubenak Elementary
- Repairing the fence around the A/C unit at Bowie Elementary
- Replacing the ramp to the dumpster inside the courtyard at Hubenak Elementary
- Attending training for Adolphus Elementary
- Resetting letters on the marque at Wertheimer Middle
- Re-attaching a protective basket for a wall pack by the tennis courts at Foster High
- Hanging wire cages over the Wi-Fi boxes with antennas in the gym at Terry High
- Repairing a bench in the locker room at George Ranch High
- Changing ceiling tiles at George Ranch High
- Tightening loose bleacher rails at Lamar Junior High
- Re-installing a cabinet door at Lamar Junior High
- Installing a new pencil sharpener in a classroom at Lamar Junior High
- Replacing the cove base in the front office area at Reading Junior High
- Installing corner guards on the column by the back stair area at Brazos Crossing
- Re-gluing carpet at Brazos Crossing
- Attending training at Polly Ryan Middle
- Changing ceiling tiles at Wessendorff Middle
- Repairing a water fountain at Navarro Middle
- Repairing a water leak in the kitchen at George Ranch High
- Repairing the garbage disposal at Wessendorff Middle
- Responding to an after-hours call for no lights at George Ranch High
- Repairing the intercom bell system at Jane Long Elementary
- Repairing the intercom bell system at Seguin Early Childhood Center
- Replacing fire alarm smoke detectors at Wertheimer Middle
- Replacing the fire alarm system back up batteries at Foster High

## **Custodial, Integrated Pest Control and Lawn Works:**

The Operations Department assisted by:

- Cleaning up a water spill at Lamar High
- Opening the cafeteria for a booster club meeting at Lamar High
- Setting up for a United Health Care meeting in the library at Lamar High
- Cleaning the front entry windows at Jackson Elementary
- Sweeping the front curb area at Jackson Elementary
- Adding items to the marquee at Jackson Elementary
- Cleaning up vomit from the cafeteria floor at Taylor Ray Elementary
- Cleaning up the service yard area at Meyer Elementary
- Sweeping the front curb area at Meyer Elementary
- Sweeping the bus porch area at Meyer Elementary
- Mopping up water from an overflowing urinal at Hubenak Elementary
- Delivering boxes of paper at Hubenak Elementary
- Cleaning up a paint spill at Hutchison Elementary
- Setting up chairs for a kinder round up at Hutchison Elementary
- Setting up 100 chairs in the gym for a program at Hutchison Elementary
- Delivering boxes of paper to various rooms at Dickinson Elementary
- Replacing lights in kinder hallway at Velasquez Elementary
- Replacing lights in the B hallway at Lamar Junior High
- Adding paper to the workrooms at Lamar Junior High
- Setting up for the ITS induction at Terry High
- Remove chairs and tables in the cafeteria for the Rangerettes at Terry High
- Setting up the cafeteria for an FFA banquet at Terry High
- Setting up the cafeteria for a TxDOT hearing at Terry High
- Opening the gym for a 3 on 3 basketball tournament at Terry High
- Moving teachers desks at Pink Elementary
- Delivering a ladder to the music room at Pink Elementary
- Dust mopping all hallways at Pink Elementary
- Cleaning spider webs from the front entry of the building at Campbell Elementary
- Cleaning up urine from nurses floor at Hubenak Elementary
- Setting up for a reptile show in the cafeteria at Hutchison Elementary
- Setting up for a Boy Scouts meeting at Velasquez Elementary
- Setting up for a Wildcat Run at Velasquez Elementary
- Helping set up for field day at Velasquez Elementary
- Setting up 280 chairs for a Glee Club performance in the gym at Hutchison Elementary
- Cleaning up vomit in a classroom at Hutchison Elementary
- Cleaning up a coffee stain in the carpet at Hutchison Elementary
- Setting up 30 chairs in the library for a meeting at Travis Elementary
- Delivering boxes of copy paper to the workroom at Travis Elementary

- Setting up the board room for a choir performance by the children at Campbell Elementary
- Sweeping the front and back stair wells at Brazos Crossing
- Replacing lights throughout at Velasquez Elementary
- Replacing a tissue dispenser in a restroom at Velasquez Elementary
- Delivering tables to the 4th grade pod at Velasquez Elementary
- Setting up tables in the choir room for a seniors luncheon at Terry High
- Opening the auditorium for a concert at Terry High
- Setting up tables in the cafeteria for College Day at Terry High
- Cleaning the bus porch area at Meyer Elementary
- Removing debris from the grounds area at Meyer Elementary
- Delivering copy paper to the workrooms at Meyer Elementary
- Setting up the cafeteria for a kindergarten celebration at Taylor Ray Elementary
- Replacing lights throughout at Lamar Junior High
- Mowing at McNeill, Jane Long, Alternative Learning Center, Williams, Frost, Austin, Dickinson, Campbell, Velasquez, Hubenak, Hutchison, Thomas, Brazos Crossing, Seguin, Pink, Taylor Ray, and Travis
- Painting baseball and softball fields at high schools for playoffs
- Delivering tables to Meyer Elementary
- Painting football field at Foster High for the spring game
- Setting up George Ranch High for an AAU track meet
- Delivering round tables to Lamar High
- Overseeing the placement of swings at Thomas Elementary
- Painting lines for field day at Travis, Huggins, and Williams Elementary
- Mowing lawns at Administrative Annex, Hutchison, Thomas, Brazos Crossing, Jackson, Bowie, Powell Point, Taylor Ray, Travis, Smith, Foster High, Satellite Transportation Center, and Band Road
- Delivering tables and chairs to Foster High for the District job fair
- Delivering chairs to Navarro Middle for the Life Community Church
- Welding panels at the AG barn
- Meeting with a Girl Scout troop at Velasquez Elementary regarding planting trees
- Providing ant control at: Administrative Annex, Bowie, Thomas, Jane Long, AG Barn, Hubenak, Smith, Natatorium, and Lamar High
- Providing rodent control at: George Ranch High and Lamar High
- Providing roach control at Beasley
- Scheduling Gillen's Pest Control services at: Campbell, Jane, Long, Brazos Crossing, Maintenance, Smith, Terry High, Athletic Administration, Warehouse, Special Needs Center, Briscoe Junior High, Jackson, Pink, ALC, Dickinson, Hutchison, and Williams

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)

**June 2013**



**Transportation Satellite**

**2006 Bond Program Projects**

**Transportation Satellite Facility**

- Projected close out for the Satellite Transportation is July 2013.

**Transportation Satellite Secondary Drive**

- Environmental study is complete.

**Lamar High School Baseball/Softball Complex**

- A pre-construction meeting was held on May 22, 2013.
- SWPP has been installed around site.
- Site has been cleared.
- A project meeting was held on June 4, 2013.



**Lamar HS Baseball/Softball**

**2011 Bond Program Projects**

**Agricultural Barn Renovations**

- Project is substantially complete.
- Anticipated closeout is June 2013.

**George Ranch High School Build-Out**

- Project is complete.

**Judge James C. Adolphus Elementary**

- Network connection to the building is activated.
- Principal and support staff started moving in on June 10, 2013.
- Furniture delivery is in progress.
- Final approval has been signed off by the Health Dept. and Fort Bend Fire Marshal.
- Punch lists have been created.
- Owner training and demonstration of building systems is complete.
- Substantial completion was issued May 31, 2013.
- The District's custodial staff waxed the VCT flooring on June 8, 2013 and June 9, 2013.



**Judge James C. Adolphus ES**



Miscellaneous Renovations / Terry HS

### Miscellaneous Renovations to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

#### *Terry High School:*

- The greenhouse has been demolished and debris hauled off.
- Plumbing and electrical rough in has started.
- Piers have been drilled and poured for the building addition.
- Grade beams have been excavated and poured.
- Storage containers have been delivered for moving of the shop areas.
- Structural steel erection is complete.
- Roof decking is in progress.
- Temporary doors have been installed near the band hall/building addition.
- Asbestos abatement of flooring has started.
- Removal of smart boards from classrooms has started.
- All items have been moved out of the shop areas into storage containers.



Miscellaneous Renovations / Jackson

#### *Jackson Elementary:*

- Excavation is complete for the kitchen addition.
- Backfill is complete for the kitchen addition.
- Piers have been drilled and poured for the building addition.
- Grade beams have been excavated and poured.
- Structural steel erection is complete.
- Roof framing is in progress.
- Existing boiler has been removed.



Polly Ryon Middle School

#### *George Junior High:*

- The mechanical contractor is measuring for pipe replacement.
- New pipe hangers have being installed.
- Asbestos abatement of pipe fittings has started.
- Temporary air has been set up in the library.
- Asphalt paving at the bus parking area has been removed.
- Ceilings are being removed for pipe replacement.

#### **New Natatorium**

- The design team will meet on June 12, 2013 to review 75% construction design drawings.



Polly Ryon Middle School

#### **Polly Ryon Middle School**

- A pre-construction meeting for the traffic signal was held with TxDOT on May 30, 2013.
- Construction of the traffic signal will begin June 10, 2013.
- Network connection to the building is active.
- Punch lists have been created.
- Owner training and demonstration of building systems is complete.
- Final approval has been received from Fire Marshal and Health Dept.
- Substantial Completion was issued May 31, 2013.
- LCISD custodial staff has completed the initial waxing of VCT floors.
- Furniture delivery is in progress.



Traylor Stadium Renovations



Traylor Stadium Renovations



Traylor Stadium Renovations



Traylor Stadium Renovations

### Traylor Stadium Renovations

- Selection of new sound system was confirmed and submittal package is finalized.
- Turf installation is complete.
- Base and asphalt repairs are scheduled for completion the week of June 10, 2013.
- Track delivery and installation is scheduled for the week of June 24, 2013.
- Scoreboard installation is complete.



## Bond Program Budget

<b>EXECUTIVE REPORT</b>				
	<b>BUDGET</b>	<b>COMMITTED</b>	<b>UNCOMMITTED</b>	<b>PAID</b>
NEW FACILITIES	\$51,095,099	\$29,517,448	\$21,577,651	\$24,689,082
LAND	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	0	21,168,000	0
TRANSPORTATION	6,100,779	5,263,874	836,905	1,244,715
EXISTING FACILITIES	23,791,755	10,168,518	13,623,237	2,681,723
MISCELLANEOUS	5,144,367	0	5,144,367	0
<b>TOTAL</b>	<b>\$110,000,000</b>	<b>\$44,961,041</b>	<b>\$65,038,960</b>	<b>\$28,626,720</b>