

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, lighter 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  
Thursday, September 19, 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  
SEPTEMBER 19, 2013  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
  - A. August 13, 2013 - Special Meeting (Workshop) 6
  - B. August 15, 2013 - Special Board Meeting 9
  - C. August 15, 2013 - Regular Board Meeting 11
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: Instructional**
    1. Consider approval of out-of-state trip requests, including, but not limited to: 19
      - a. Foster High School FFA
    2. Consider approval to submit state waiver to the Texas Education Agency 20
  - B. **Goal: Personnel**
    1. Consider approval of New PDAS Appraisers for Teaching Staff, 2013-2014 school year 22
  - C. **Goal: Planning**
    1. Consider ratification of Quarterly Investment Report 23
    2. Consider ratification of Financial and Investment Reports 30
    3. Order authorizing the issuance of Lamar Consolidated Independent School District unlimited tax refunding bonds, series 2013 and setting certain parameters therefor 34
    4. Consider approval of amendment to contract for School Resources Officers 70
    5. Consider approval of Memorandum of Understanding with Be A Champion, Inc. 72

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b. Hutchison Elementary	
c. Terry High School	
7. Consider approval of resolution proclaiming:	
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b. Red Ribbon Week	79
c. School Bus Safety Week	81
d. School Lunch Week	83
8. Consider approval of contract renewal for unemployment insurance third party administrative services	85
9. Review of Board Operating Procedures	86
10. Discussion and action on fifty (50) meter Natatorium in lieu of a forty (40) meter Natatorium	94
11. Consider approval of geotechnical services for the design of the new Arredondo Elementary	98
12. Consider approval of professional surveying services for the new Arredondo elementary	105
13. Consider approval of material testing services for the new Lamar Consolidated High School Baseball/Softball Complex	109
<b>D. Goal: Technology</b>	
1. Consider approval of security camera replacements	118
2. Consider approval of contracted services for District Information Technology Skyward project	120
3. Consider approval of purchase of additional reporting and technical support services	121
4. Consider approval of McAfee endpoint protection	126
5. Consider approval of food services point of sale (POS) replacement computers	128
<b>9. INFORMATION ITEMS</b>	
<b>A. Goal: Instructional</b>	
1. Quarterly Academic Update	132
<b>B. Goal: Planning</b>	
1. Tax Collection Report	133
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3. Payments for Construction Projects	161
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6. Advise Texas Program	172
7. Purchase of Police pursuit vehicles	180

8. Food Service Charge Policy 181

**10. CLOSED SESSION**

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 182
    - a. Approval of personnel recommendations or employment of professional personnel 183
    - b. Employment of professional personnel (Information) 188
    - c. Employee resignations and retirements 200
  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.

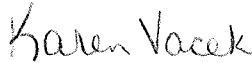
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 September 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

**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 13<sup>th</sup> day of August 2013, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

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

This meeting was duly called to order by the President of the Board of Trustees, Julie Thompson, at 6:31 p.m.

**Members Present:**

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

**BUSINESS TRANSACTED**

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

**2. Discussion of August 15<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the August 15<sup>th</sup> Regular Board Meeting agenda items.

**8. ACTION ITEMS**

**8. B GOAL: PLANNING**

**8. B-6 Consider Approval of 2013 – 2014 Salary Schedules**

An update was provided for the manual trades salary schedule which replaced the schedule provided in the board agenda book on page 80.

**8. B-23 Consider Designation of Texas Association of School Boards Delegate and Alternate to the 2013 Texas Association of School Boards (TASB) Fall Convention**

Ms. Zacharias expressed interest in serving as a delegate and Ms. Danziger is interested in serving as an alternate. Ms. Kaminski plans to attend. A delegate and an alternate will be approved at the regular meeting on Thursday.

**9. INFORMATION ITEMS**

**9. B GOAL: INSTRUCTIONAL**

**9. B-1 State of Texas Assessment of Academic Readiness (STAAR) Preliminary Accountability Ratings**

Superintendent Randle explained that this item was placed on the agenda in case any Board member had questions. The media published this information as soon as they received the STAAR preliminary results. This information had been shared previously with the Board but the accountability ratings were not provided at the time.

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

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

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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

At 6:39 p.m. the Board adjourned to Closed Session for the purposes listed above.

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

The Board reconvened in Open Session at 6:45 p.m.

No action taken.

**ADJOURNMENT**

The meeting adjourned at 6:46 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 15<sup>th</sup> day of August 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, Julie Thompson, at 6:30 p.m.

**Members Present:**

Julie Thompson	President
Rhonda Zacharias	Vice President
Frank Torres	Secretary
Kay Danziger	Member
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	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
Sarah Langlois	Attorney

**BUSINESS TRANSACTED**

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

**2. Public Hearing to Discuss Budget and Proposed Tax Rate for 2013 – 2014 School Year**

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2013 – 2014 school year with the following agenda:

- Discussion of three budgets requiring official adoption by the Board of Trustees
  - General Operating Fund
  - Debt Service Fund
  - Food Service Fund
  
- Proposed Two-Part Tax Rate

The meeting was opened to the public for discussion at 6:38 p.m. There being no discussion, the hearing was closed to the public at 6:43 p.m.

**ADJOURNMENT**

The meeting adjourned at 6:43 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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

**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 15<sup>th</sup> day of August, 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, Julie Thompson, at 7:03 p.m.

**Members Present:**

Julie Thompson	President
Rhonda Zacharias	Vice President
Frank Torres	Secretary
Kay Danziger	Member
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	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
Sarah Langlois	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**

None

**4. AUDIENCE TO PATRONS**

None

**5. APPROVAL OF MINUTES OF JULY 16, 2013 SPECIAL BOARD MEETING (WORKSHOP), JULY 18, 2013 REGULAR BOARD MEETING, AND AUGUST 1, 2013 SPECIAL BOARD MEETING**

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of the July 16, 2013 Special Board Meeting (Workshop), July 18, 2013 Regular Board Meeting and August 1, 2013 Special Board Meeting. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Zacharias reported the Technology Committee met and discussed some upcoming events and reviewed information that is on the agenda.

Ms. Gonzales reported that she volunteered at Common Threads for the back-to-school clothing drive. Approximately 2,500 students were served.

Ms. Zacharias recognized Anna Gonzales for the work she has done on the back-to-school shoe program this summer. Ms. Gonzales thanked administrators for their support in the program which enabled the county to help over 1,000 students this year to receive a new pair of shoes.

**7. SUPERINTENDENT REPORTS**

**□ Meetings and Events**

**□ Information for Immediate Attention**

**□ Introductions**

Dr. Bowen introduced new administrators to the district:

- Joel Garrett, assistant principal, Terry High School
- Deana Gonzalez, principal, Jackson Elementary School
- Kim Johnson, assistant principal, George Ranch High School
- Mark Melendez, principal, Hutchison Elementary School
- Dr. Jennifer Roberts, Director of Student Support Services
- Terri Rodriguez, assistant principal, Beasley Elementary School

**8. ACTION ITEMS**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1 – 8. A-3, 8. B-1 – 8. B-22, 8. C-1 – 8. C-2, AND 8. D-1**

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

**8. A GOAL: INSTRUCTIONAL**

**8. A-1 Approval of the 2013 – 2014 Memorandum of Understanding for the Operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program**

approved the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School in Rosenberg during the 2013 – 2014 school year. (See inserted pages 19-A—19-J.)

**8. A-2 Approval of the 2013 – 2014 Agreement for Education Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center**

approved the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2013 – 2014 school year. (See inserted pages 19-K—19-Q.)

**8. A-3 Approval of Out-of-State Trip Requests, including, but not limited to:**

**a. Lamar Consolidated High School Choir**

approved out-of-state travel for the Lamar Consolidated High School choir to travel to New York City, New York on March 10-13, 2014.

**8. B GOAL: PLANNING**

**8. B-1 Consider Adoption of 2013 – 2014 Budgets**

adopted the 2013 – 2014 General Operating, Food Service and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$ 195,262,016.*
Food Service Fund	\$ 13,166,412.
Debt Service Fund	\$ 41,838,720.

\*Amount subject to change as final calculations are ongoing.

**8. B-2 Consider Adoption, by Ordinance, the 2013 – 2014 School Year**

adopted, by ordinance, the 2013 tax rate. (See inserted page 19-R.)

**8. B-3 Approval of 2013 Tax Year Appraisal Roll and New Property Value**

approved the following documents submitted by Patsy Schultz, RTA, Fort Bend County Tax Assessor/Collector:

2013 Tax Year Value of New Property  
2013 Tax Year Certified Appraisal Roll Totals

(See inserted pages 20-A—20-D.)

**8. B-4 Approval of the Certification of 2013 Tax Year Anticipated Collection Rate**

approved the anticipated tax collection rate of 100% for the 2013 tax year. (See inserted page 20-E.)

**8. B-5 Approval of Resolution for Commitment of Fund Balance as of August 31, 2013**

approved a Resolution for the Commitment of Fund Balance established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 20-F.)

**8. B-6 Approval of 2013 – 2014 Salary Schedules**

approved the 2013 – 2014 salary schedules, as presented.

**8. B-7 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**8. B-8 Approval of Budget Amendment Requests**

approved budget amendment requests as presented. (See inserted page 20-G.)

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

approved service agreement with Memorial Hermann Community Benefit Corporation. (See inserted pages 20-H—20-U.)

**8. B-10 Approval of Board Policy – Second Reading**

- a. Localized Policy Manual Update 96**
- b. Localized Policy Manual Update 97**

approved second reading of Localized Policy Manual Updates 96 and 97. (See inserted pages 20-V—20-LL.)

**8. B-11 Approval of Documentation and Process for Naming Superintendent Designees for Automated Texas Education Agency Secure Environment (TEASE) Users**

authorized Jill Ludwig, Walter Bevers, and Laura Lyons to act as Superintendent designees for approving staff requests for access to one or more TEA web

applications accessed through the Texas Education Agency Secure Environment (TEASE).

**8. B-12 Approval of Donations to the District, including, but not limited to:**

**a. Smith Elementary School**

approved donations to the district.

**8. B-13 Approval of Resolution proclaiming:**

**a. Hispanic Heritage Month**

approved the attached resolution proclaiming September 15—October 15, 2013 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District. (See inserted page 21-A.)

**8. B-14 Approval of Purchase of Musical Instruments and Supplies**

approved the purchase of secondary musical instruments and supplies from the following vendors in an amount not to exceed \$375,000:

Cascio Interstate Music	Collins Music	Fort Bend Music
Melhart Music Center	Music & Arts Center	Nick Rail Music
Taylor Music Co.	Universal Melody Services	

**8. B-15 Approval of Proposal for Jane Long Elementary School Walking Track**

approved Bass Construction Company for the construction of the Jane Long Elementary School walking track.

**8. B-16 Approval of Road Dedication**

approved the dedication of the secondary access drive to the City of Fulshear. (See inserted pages 21-B—21-F.)

**8. B-17 Approval of Architect Contract for the Summer 2014 Bond Renovation Projects**

approved VLK Architects for the design of the 2014 summer renovation projects and allow the superintendent to begin contract negotiations.

**8. B-18 Approval of Architect Contract for the new Churchill Fulshear High, Dean Leaman Junior High, and Phase 2 Satellite Transportation Center**

approved PBK Architects for the design of the new Churchill Fulshear High School, Dean Leaman Junior High School, and the Phase 2 addition to the Satellite Transportation Center and allow the Superintendent to begin contract negotiations.

**8. B-19 Approval of Architect Contract for the New Arredondo Elementary School**

approved PBK Architects for the design of the new Arredondo Elementary School and allow the Superintendent to begin contract negotiations.

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**8. B-20 Approval of Easement at Adolphus Elementary**

approved the CenterPoint Energy easement for permanent power for the new Adolphus Elementary School. (See inserted pages 22-A—22-F.)

**8. B-21 Approval of Easement for Arredondo Elementary**

approved the utility easement and fill agreement on the new Arredondo Elementary School site. (See inserted pages 22-G—22-P.)

**8. B-22 Approval of Change Order #1 for the Lamar Consolidated High School Baseball/Softball Complex**

approved change order #1 in the amount of \$170,106.20 to Bass Construction and amend the budget as necessary.

**8. C GOAL: PERSONNEL**

**8. C-1 Approval of Appraisal Calendars for Professional Development Appraisal System (PDAS) for the 2013 – 2014 School Year**

approved the appraisal calendars for the 2013—2014 school year as presented.

**8. C-2 Approval of New PDAS Appraisers for Teaching Staff, 2013 – 2014 School Year**

approved the 2013 – 2014 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

**8. D GOAL: TECHNOLOGY**

**8. D-1 Approval of Purchase of Computer Hardware Inventory Services**

approved GoIT's proposal for physical inventory of computer hardware at all district facilities in the amount of \$46,975.00.

**8. B GOAL: PLANNING**

**8. B-23 Consider Designation of Texas Association of School Boards Delegate and Alternate to the 2013 Texas Association of School Boards (TASB) Fall Convention**

It was moved by Mr. Torres and seconded by Ms. Gonzales that the Board of Trustees designate Rhonda Zacharias as the delegate and Kay Danziger as the alternate to the 2013 Texas Association of School Board fall convention. The motion carried unanimously.



**9. INFORMATION ITEMS**

**9. A GOAL: PLANNING**

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

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

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

**9. A-4 Bond Update**

**9. B GOAL: INSTRUCTIONAL**

**9. B-1 State of Texas Assessment of Academic Readiness (STAAR) Preliminary Accountability Ratings**

**APPROVAL OF PERSONNEL RECOMMENDATIONS OR EMPLOYMENT OF PROFESSIONAL PERSONNEL**

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

**Employed**

Gonzales, Lisa	TBD	Assistant Principal	Taylor Ray Elementary
Molinar, Jessica	TBD	Special Education Coordinator	Special Education

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations or employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements
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 did not convene in Closed Session.

**RECONVENE IN OPEN SESSION**

**Action on Closed Session Items**

**FUTURE AGENDA ITEMS**

Discussion and action on changing the construction of the swimming pool from 40 meters to 50 meters

Overall review of Board Operating Procedures

**ADJOURNMENT**

The meeting adjourned at 7:33 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUEST**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for the Foster High School FFA to travel to Louisville, Kentucky on October 31 – November 3, 2013.

**IMPACT/RATIONALE:**

The Foster High FFA requests permission to travel to Louisville, Kentucky on October 31 – November 3, 2013 by airplane. The costs will be approximately \$1,800 per person. Career and Technical Education local funds and Foster SSA activity and booster club will be used to pay for this trip. Two former students and their instructor Phillip Thielemann will attend the National FFA Convention. The convention will be held at the Kentucky Fair and Exposition Center. Both students, Morgan Kizziah and Megan Stammann, will receive the American FFA degree.

**PROGRAM DESCRIPTION:**

This award is given by the National FFA Organization and is the highest level of active membership that can be achieved within the FFA. This is the final step in the FFA Degree system and it encourages members to grow and achieve personally toward establishing themselves in an agricultural career. Members may apply for their American degree only if they have received the State FFA degree, have graduated from their high school at least twelve months prior to the national convention and meet the high standards for the degree. In addition to meeting the previous qualifications of the State Lone Star Degree mentioned before, students must have also completed a year of ag courses at the college level, and have graduated from high school and maintained a GPA at the high school and college level, and have maintained their detailed SAE records throughout this time. Other leadership skill and community service must have also been meet plus various other tasks.

Submitted by:           Tracie Holub, Director of Career and Technology Education  
                                  Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL TO SUBMIT A STATE WAIVER TO THE  
TEXAS EDUCATION AGENCY**

**RECOMMENDATION:**

That the Board of Trustees approve the Texas Education Agency request for maximum class size waivers for the elementary schools.

**IMPACT/RATIONALE:**

According to Board Policy EEB (LEGAL) and Texas Education Code (TEC) 25.112 the District is required to limit enrollment to 22 students in kindergarten through fourth grade classrooms. The Commissioner may provide an exception by applying for maximum class size waivers. In an effort to address budgetary constraints, balance staffing, and meet class size requirements, the District's plan is to maintain an average 22:1 student teacher ratio in grades Kindergarten through 3<sup>rd</sup> grade and a maximum class size of 25 students. Currently all elementary campuses are below the 22:1 average ratio for K-3 and within the class size maximum.

To date, the campuses and grade levels indicated on the attachment are the only classes with more than 22 students in an individual classroom. This saves the District from adding 18 teaching units for a savings of approximately \$1,080,000.

The elementary schools are listed on the attached table.

Once the approved TEA form is made available it will be completed and submitted.

Submitted by:       Dr. Kathleen Bowen, Executive Director of Human Resources  
                          Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

### Class Size Information

<b>Campus</b>	<b>Grade</b>	<b>Total Sections</b>	<b>Impacted Sections</b>	<b>Students</b>	<b>Grade Level Ratio</b>	<b>Campus K-3 Ratio</b>
Beasley	First Dual	1	1	25	25	18.6
Campbell	Fourth	6	3	140	23.5	20.5
Frost*	Fourth	3	3	77	25.6	20.6
Hubenak	Second	7	5	161	22.9	21.8
Huggins	First	5	2	112	22.4	21.3
Jackson	Fourth	2	2	46	23	15.1
Long	Third Dual	1	1	25	25	20.3
McNeill	Second	5	2	112	22.4	20.2
McNeill	Fourth	4	4	100	25	20.2
Ray	Kinder	3	1	67	22.3	17.6
Ray	Second	3	1	67	22.3	17.6
Thomas	Third	6	4	139	23.2	21.7
Thomas	Fourth	5	5	124	24.8	21.7
Travis	Fourth	4	3	93	23.3	18.7
Velasquez	First	4	2	91	22.8	21.1
Velasquez	Third	4	1	89	22.3	21.1
Williams	Second	5	5	118	23.6	22.0
Williams	Fourth	5	5	120	24	22.0

\* The campus was offered an additional teaching position and the principal opted not to staff the position.

**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.

Lisa Gonzales  
Linda Lane  
Dawn Woodard

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT  
JUNE 2013 THROUGH AUGUST 2013**

**RECOMMENDATION:**

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending August 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 August 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 June 1, 2013 through August 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 AUGUST 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 August 31, 2013. Pertinent details at August 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	\$14,285,334,275	\$14,286,380,206	.5634%

The weighted average maturity of the pool's portfolio for August 2013 was 56 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	\$2,171,001,269	\$2,171,466,212	1.1749%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2013 was 57 days.

MBIA, Texas CLASS	1.00	\$2,244,907,400	\$2,245,042,054	1.1741%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2013 was 40 days.

Texas Term, Daily Fund	1.00	\$ 735,726,422	\$ 735,794,993	1.5760%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for July 2013 was 52.1 days.


TexStar,	1.00	\$4,682,919,318	\$4,683,351,916	.2497%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2013 was 49 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 August 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:**

  
 Jill Ludwig,  
 Chief Financial Officer

Date: 9/12/13

  
 Yvonne Dawson  
 Budget & Treasury Officer

Date: 9/12/13

  
 Michele Reynolds  
 Director of Finance

Date: 9/12/13

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

	<u>06/30/13</u>	<u>07/31/13</u>	<u>08/31/13</u>
<b><u>DEMAND DEPOSIT ACCOUNT BALANCES<sup>1</sup></u></b>			
General Fund	(551,599)	(297,737)	30,342
Special Revenue Funds (Combined)	(814,744)	(177,217)	(907,414)
Debt Service Fund	118,839	110,614	85,890
Capital Projects Fund	57,382	54,750	41,705
Workmen's Compensation and Health Insurance Trust Funds	628,165	618,695	724,165
Trust and Agency Funds, excluding Student Activity Funds	32,871	32,871	32,871
Student Activity Funds	1,719,023	1,720,125	1,705,308
<b>Total Demand Deposits/Cash on Hand</b>	<b><u>1,189,937</u></b>	<b><u>2,062,101</u></b>	<b><u>1,712,867</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.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

		<u>06/30/13</u>	<u>07/31/13</u>	<u>08/31/13</u>
<b>INVESTMENT POOLS*</b>				
General Fund				
	Texpool	67,124,361	54,115,523	51,213,490
	Lone Star	2,614,846	2,614,945	2,615,073
	Texas CLASS	15,321,028	15,322,847	15,324,182
Food Service Fund				
	Texpool	3,795,852	3,596,023	2,796,142
	Lone Star	90,395	90,398	90,402
Debt Service Fund				
	Texpool	7,355,625	7,573,293	1,301,052
	Lone Star	145,996	146,001	2,411
	Texas CLASS	1	1	1
	TexSTAR	9,023,395	9,023,767	4,385,108
Capital Projects Fund				
	Texpool	22,700,643	22,701,666	22,702,508
	Lone Star	22,076,833	22,077,672	22,078,747
	Texas CLASS	11,030,108	11,031,418	11,032,379
	TexasDaily	18,761,598	18,762,401	11,594,788
	TexSTAR	11,532,826	8,764,549	7,309,915
Workmen's Compensation and Health Insurance Trust Funds				
	Texpool	2,310,754	1,760,682	2,359,796
	Lone Star	720,092	720,119	720,154
Special Revenue Funds				
	Texpool	53,187	53,189	53,191
Student Activity Funds				
	Texpool	52,815	52,817	52,819
<b>Total Investment in Pools</b>		<b>194,710,355</b>	<b>178,407,311</b>	<b>155,632,158</b>
<b>Summary of Interest Earned by Month</b>				
	Texpool	5,216	4,435	3,093
	Lone Star	1,296	975	1,244
	Texas CLASS	3,358	3,129	2,296
	TexSTAR	1,113	807	568
	Texas Term/Daily	845	803	672
<b>Total Interest Earned from Investment Pools</b>		<b>11,828</b>	<b>10,149</b>	<b>7,873</b>
<b>Average Yield by Month</b>				
	Texpool	0.06	0.05	0.04
	Lone Star	0.06	0.04	0.06
	Texas CLASS	0.16	0.14	0.10
	TexSTAR	0.60	0.05	0.05
	Texas Term/Daily	0.05	0.05	0.05

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	06/01/13	DEPOSITS	WITHDRAWALS	06/30/13	DEPOSITS	WITHDRAWALS	07/31/13	DEPOSITS	WITHDRAWALS	08/31/13
General Fund										
Texpool	77,484,968	3,184,217	(13,544,824)	67,124,361	1,860,986	(14,869,824)	54,115,523	17,765,556	(20,667,589)	51,213,490
Lone Star	2,614,713	133	-	2,614,846	99	-	2,614,945	128	-	2,615,073
Texas CLASS	15,319,076	1,952	-	15,321,028	1,819	-	15,322,847	1,335	-	15,324,182
Food Service Fund										
Texpool	3,195,678	600,174	-	3,795,852	171	(200,000)	3,596,023	119	(800,000)	2,796,142
Lone Star	90,390	5	-	90,395	3	-	90,398	4	-	90,402
Debt Service Fund										
Texpool	7,075,863	279,762	-	7,355,625	217,668	-	7,573,293	3,661,716	(9,833,957)	1,301,052
Lone Star	145,989	7	-	145,996	5	-	146,001	2	(143,592)	2,411
Texas CLASS	1	1	-	1	1	-	1	1	-	1
TextSTAR	9,022,938	457	-	9,023,395	372	-	9,023,767	256	(4,638,915)	4,385,108
Capital Projects Fund										
Texpool	22,699,567	1,076	-	22,700,643	1,023	-	22,701,666	1,235,842	(1,235,000)	22,702,508
Lone Star	22,075,717	1,116	-	22,076,833	839	-	22,077,672	1,075	-	22,078,747
Texas CLASS	11,028,702	1,406	-	11,030,108	1,310	-	11,031,418	961	-	11,032,379
Texas TermIDaily	18,760,753	845	-	18,761,598	803	-	18,762,401	672	(7,168,285)	11,594,788
TextSTAR	14,004,990	657	(2,472,821)	11,532,826	434	(2,768,711)	8,764,549	312	(1,454,946)	7,309,915
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	4,160,781	819,973	(2,670,000)	2,310,754	819,928	(1,370,000)	1,760,682	2,229,114	(1,630,000)	2,359,796
Lone Star	720,056	36	-	720,092	27	-	720,119	35	-	720,154
Special Revenue Funds										
Texpool	53,184	3	-	53,187	2	-	53,189	2	-	53,191
Student Activity Funds										
Texpool	53,212	3	(400)	52,815	2	-	52,817	2	-	52,819
<b>Total Investment in Pools</b>	<b>208,506,578</b>	<b>4,891,822</b>	<b>(18,688,045)</b>	<b>194,710,355</b>	<b>2,905,491</b>	<b>(19,206,535)</b>	<b>178,407,311</b>	<b>24,797,131</b>	<b>(47,572,284)</b>	<b>155,632,158</b>

## **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 August 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 AUGUST 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 August total \$21,739,690 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	10,766,975
614	Employee Benefits	330,749
621	Professional Services	15,225
623	Education Services Center	16,667
624	Contracted Maintenance and Repair Services	887,240
625	Utilities	187,119
626	Rentals and Operating Leases	181,600
629	Miscellaneous Contracted Services	422,286
631	Supplies and Materials for Maintenance and Operations	127,283
632	Textbooks and Other Reading Materials	214,367
633	Testing Materials	5,024
634	Food Service	184,439
639	General Supplies and Materials	1,087,474
641	Travel and Subsistence -- Employee and Student	106,758
642	Insurance and Bonding Costs	1,800
649	Miscellaneous Operating Costs/Fees and Dues	452,580
659	Other Debt Services Fees	300
661	Land Purchase and/or Improvements	4,301
662	Building Purchase, Construction, and/or Improvements	3,655,190
663	Furniture & Equipment - \$5,000 or more per unit cost	2,986,294
110	Cash (Petty Cash)	13,360
129	Misc. Receivable/Alternative Certification Fees	3,032
131	Inventory Purchases	81,178
141	Pre-paid	1,250
211	Accounts Payable	5,536
217	Operating Transfers, Loans and Reimbursements	1,437
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	226
<b>Total</b>		<b>21,739,690</b>

**PROGRAM DESCRIPTION:**

The report above represents all expenditures made during the month of August 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 AUGUST 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	109,341,944.00	110,033,686.00	691,742.00	100.6%
5800-STATE PROGRAM REVENUES	72,193,252.00	64,340,782.00	(7,852,470.00)	89.1%
5900-FEDERAL PROGRAM REVENUES	2,155,000.00	2,121,973.00	(33,027.00)	98.5%
<b>TOTAL- REVENUES</b>	<b>183,690,196.00</b>	<b>176,496,441.00</b>	<b>(7,193,755.00)</b>	<b>96.1%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	154,881,159.00	146,061,727.00	8,819,432.00	94.3%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,779,647.00	10,614,375.00	3,165,272.00	77.0%
6300-SUPPLIES AND MATERIALS	8,544,926.00	6,928,251.00	1,616,675.00	81.1%
6400-OTHER OPERATING EXPENDITURES	10,213,799.00	8,401,041.00	1,812,758.00	82.3%
6600-CAPITAL OUTLAY	1,738,172.00	1,272,251.00	465,921.00	0.0%
<b>TOTAL-EXPENDITURES</b>	<b>189,157,703.00</b>	<b>173,277,645.00</b>	<b>15,880,058.00</b>	<b>91.6%</b>



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

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	3,596,023.58	0.00	800,000.00	118.53	2,796,142.11
General Account	47,119,461.10	17,488,564.02	14,029,023.67	1,809.55	50,580,811.00
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	976,052.16	2,197,505.92	1,600,000.00	60.99	1,573,619.07
Debt Service Series 2004	39.42	165,294.22	130,262.50	1.74	35,072.88
Workmen's Comp	784,628.50	31,517.75	30,000.00	29.10	786,175.35
Property Tax	8,661,493.37	367,756.88	8,872,476.33	99.41	156,873.33
Vending Contract Sponsor	474,981.27	0.00	0.00	17.60	474,998.87
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	118.91	642,455.99	642,573.90	4.03	5.03
Debt Service Series 2007	925,149.59	1,758,387.40	1,448,535.99	22.33	1,235,023.33
Capital Projects Series 2005	666,999.01	0.00	0.00	24.75	667,023.76
Student Activity Funds	52,825.73	0.00	0.00	1.90	52,827.63
Taylor Ray Donation Account	12,358.91	0.00	0.00	0.47	12,359.38
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,189.63	0.00	0.00	1.99	53,191.62
Debt Service Series 2008	2,071,305.34	483,195.06	2,554,499.40	38.85	39.85
Powell Point Series 2003	16,906.44	2,395.61	0.00	0.65	19,302.70
Capital Projects 2012A	22,034,654.76	0.00	0.00	816.96	22,035,471.72
Debt Service 2012A	1,798,696.66	311,956.31	2,110,651.97	33.07	34.07
Debt Service 2012B	608,294.93	105,227.72	713,521.65	11.18	12.18

**Lone Star Investment Pool Government Overnight Fund**

Capital Projects Fund	5,015.77	0.00	0.00	0.24	5,016.01
Workers' Comp	720,119.15	0.00	0.00	35.06	720,154.21
Property Tax Fund	32,126.71	0.00	0.00	1.56	32,128.27
General Fund	2,585,229.06	0.00	0.00	125.88	2,585,354.94
Food Service Fund	90,397.97	0.00	0.00	4.40	90,402.37
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	699.93	0.00	0.00	0.03	699.96
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,591.83	0.00	143,591.83	2.43	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.66	0.00	0.00	0.02	383.68
Capital Projects 2008	36,803.94	0.00	0.00	1.79	36,805.73
Capital Projects 2012A	22,034,767.78	0.00	0.00	1,072.94	22,035,840.72

**MBIA Texas CLASS Fund**

General Account	15,322,844.74	0.00	0.00	1,335.11	15,324,179.85
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	11,030,514.11	0.00	0.00	961.09	11,031,475.20

**TEXSTAR**

Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	3,008,552.52	0.00	562,402.48	108.12	2,446,258.16
Capital Projects Series 2008	7,652,908.13	0.00	344,049.69	301.16	7,309,159.60
Debt Service Series 2012A	6,010,445.61	0.00	4,076,513.05	147.65	1,934,080.21
Debt Service Series 2012B	4,770.19	0.00	0.00	0.26	4,770.45
Capital Projects Series 2012A	1,110,896.52	0.00	1,110,895.52	11.21	12.21

**TEXAS TERM/DAILY Fund**

Capital Projects Series 2007	2,238,598.60	0.00	1,235,000.00	91.28	1,003,689.88
Capital Projects Series 2008	140.56	0.00	0.00	0.01	140.57
Capital Projects Series 2012A	16,523,658.71	0.00	5,933,285.36	580.72	10,590,954.07

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>0.04</b>	<b>\$3,093.10</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>0.06</b>	<b>\$1,244.35</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>0.10</b>	<b>\$2,296.20</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>0.05</b>	<b>\$568.40</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>0.05</b>	<b>\$672.01</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$7,874.06</b>
<b>EARNINGS 9-01-12 THRU 7-31-13</b>		<b>\$230,196.88</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$238,070.94</b>

**ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2013 AND SETTING CERTAIN PARAMETERS THEREFOR**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013.

**IMPACT/RATIONALE:**

From time to time, the District will have the opportunity to refinance a portion of its outstanding bonds. Because of the historical low interest rates, the District has the ability to refund a portion of its Series 2004 and 2005 bonds for debt service savings of approximately \$1.2 million. No bonds of the November 2011 authorization will be sold with this issue. First Southwest Company will assist the District with this sale of refunding bonds. Attached is a schedule of events surrounding the sale and delivery of the bonds.

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013 is attached. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- The price to be paid for the Series 2013 Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- The maximum true interest cost of the Series 2013 Bonds shall not exceed 3.50%;
- The maximum amount of the Bonds to be issued is \$21,925,000;
- The refunding of the Fixed Rate Bonds shall produce a net present value savings of not less than 4.00% of the principal amount of the Refunded Bonds; and
- No Bond shall mature later than the date of the latest maturity of the Refunded Bonds.

A draft of the entire Preliminary Official Statement (prospectus) is included under separate cover. Mr. Terrell Palmer (First Southwest Company), Mr. Jonathan Frels (Bracewell & Giuliani LLP), and District personnel will be present at the meeting to answer questions.

**PROGRAM DESCRIPTION:**

It is required that the Board of Trustees approve the Order authorizing the sale of refunding bonds. The District's underwriting team will have the ability to assess the District's goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The Board Financial Audit Committee has previously reviewed the qualifications of underwriters that provide services in the area, and consulted with the District's financial advisor. The underwriting team for this sale has not changed since the previous sale (in 2012), and will include Morgan Keegan and Company, Inc., BOSC Inc., Wells Fargo Securities, RBC Capital Markets, LLC, Southwest Securities, Inc., Piper Jaffray & Co., and First Public, LLC.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

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ORDER  
AUTHORIZING THE ISSUANCE OF

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS  
SERIES 2013

Adopted: [September 19], 2013

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AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2013; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE TO SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATED THERETO

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

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

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

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

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

WHEREAS, the Board of Trustees of the District hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board of Trustees hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing a present value savings in the

debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

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

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

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

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

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

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

“Bond” means any of the Bonds.

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

“Bond Counsel” means Bracewell & Giuliani LLP.

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

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

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



“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

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

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

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, payable at the times and in the manner provided herein and in the Pricing Certificate.

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

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

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

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate.

“Escrow Agreement” means the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds.

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

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

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

“Initial Bonds” means the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

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

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

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

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

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

“Order” means this Order.

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

“Paying Agent/Registrar” means The Bank of New York Mellon Trust Company, N.A., or any successor thereto.

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

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

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

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

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



genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

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

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

## **ARTICLE II**

### **SECURITY FOR THE BONDS**

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

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

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

## **ARTICLE III**

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

Section 3.01. Authorization. The District's bonds to be designated "Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207. The Bonds shall be issued in an aggregate

principal amount not to exceed \$21,925,000 for the purpose of refunding the Refunded Bonds and paying the costs of issuing the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying

Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

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

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

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

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

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

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.

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

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

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

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

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

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a



number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

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

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

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

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

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

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

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

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any

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

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

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

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

## ARTICLE IV

### REDEMPTION OF BONDS BEFORE MATURITY

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

Section 4.02. No Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

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

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.04.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on

the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.07. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

## ARTICLE V

### PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar. The form of Paying Agent/Registrar Agreement is hereby approved.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

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

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

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

## ARTICLE VI

### FORM OF THE BONDS

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

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

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar

manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

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

## ARTICLE VII

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

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, the aggregate principal amount to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

- (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;
- (ii) the maximum true interest cost of the Bonds shall not exceed 3.5%;
- (iii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;
- (iv) the refunding of the Refunded Bonds shall produce a net present value debt service savings of at least 4% of the principal amount of the Refunded Bonds; and

(v) no Bond shall mature later than the date of the latest maturity of the Refunded Bonds.

The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a Purchase Contract, providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date 180 days from the date of this Order, unless otherwise extended by the Board by separate action.

(c) The District hereby approves the form and content and distribution of the Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds and the Preliminary Official Statement is confirmed (in the form and with such addenda, supplements or amendments as may be approved by the Authorized Officer and the Underwriters) as deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

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

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

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

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

## ARTICLE VIII

### PARTICULAR REPRESENTATIONS AND COVENANTS

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

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

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

Section 8.03. Federal Income Tax Exclusion.

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



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

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

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations. Moreover, the District will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Bonds have not been not be used in a manner that would cause the Refunded Bonds or the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

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

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District

allocable to other bond issues of the District or moneys that do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

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

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

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

## ARTICLE IX

### DISCHARGE

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

## ARTICLE X

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

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

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials.

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

## ARTICLE XI

### PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school

fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

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

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

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

## **ARTICLE XII**

### **CONTINUING DISCLOSURE UNDERTAKING**

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 12.02. Annual Reports. (a) The District shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the District shall provide such audited financial statements as required to the MSRB.

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific

reference to any document (including an official statement or other offering document), if it is has been filed with the MSRB or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 12.03. Material Event Notices.

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

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

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been

assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

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

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

Section 12.04. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be Outstanding.

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

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

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XIII

### MISCELLANEOUS

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

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

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

Section 13.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board, the Authorized Officer and all other appropriate officers and agents of the District are

hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

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



PASSED, APPROVED AND EFFECTIVE on September \_\_, 2013.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

## **SCHEDULE I**

### **SCHEDULE OF REFUNDED BOND CANDIDATES**

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

Unlimited Tax Schoolhouse and Refunding Building Bonds, Series 2004

Unlimited Tax Schoolhouse and Refunding Building Bonds, Series 2005

CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

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

1. The Board of Trustees of Lamar Consolidated Independent School District convened in a special meeting on the \_\_\_\_ day of September, 2013, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

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

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

AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2013; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE TO SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATED THERETO

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

\_\_\_\_ Member(s) shown present above voted "Aye".

\_\_\_\_ Member(s) shown present above voted "No".

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

SIGNED AND SEALED this \_\_\_\_ day of September, 2013.

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Secretary, Board of Trustees  
Lamar Consolidated Independent School  
District

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President, Board of Trustees  
Lamar Consolidated Independent School  
District

[SEAL]

# FINANCING TIMETABLE

as of 8/23/2013

## LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2013

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

Holiday
  Board Meeting

Date	Event	Responsibility
<b>Fri – Aug 30</b>	Submit application for Permanent School Fund (“PSF”) guarantee	FA
<b>Tue – Aug 13</b>	Send information request to LCISD	FA
<b>Wed – Aug 21</b>	Return requested information to FA	LCISD
<b>Fri – Aug 23</b>	Distribute first draft of Preliminary Official Statement (“POS”)	FA
<b>Fri – Aug 30</b>	Return comments on POS	All
<b>Wed – Sep 4</b>	Distribute revised draft of POS	FA
<b>Thu – Sep 5</b>	Submit credit package to rating agencies and insurance companies	FA
<b>Thu – Sep 19</b>	<b>Board Meeting:</b> Adopt bond order; approve parameters for sale of bonds; approve POS	LCISD
<b>Mon – Sep 23</b>	Return comments on POS	All
<b>Thu – Sep 26</b>	Distribute final draft of POS	FA
<b>Wed – Oct 2</b>	Receive ratings on Bonds	LCISD, FA
<b>Thu – Oct 3</b>	Due diligence conference call	All
<b>Fri – Oct 4</b>	Return final comments on POS	All
<b>Mon – Oct 7</b>	Distribute POS	FA
<b>Wed – Oct 16</b>	<b>Price Bonds</b>	UW
<b>Thu – Oct 17</b>	Distribute draft of final Official Statement (“OS”)	FA
<b>Tue – Oct 22</b>	Return comments on OS	All
<b>Wed – Oct 23</b>	Print and distribute OS	FA
<b>Mon – Nov 11</b>	Distribute draft of closing memorandum	FA
<b>Mon – Nov 18</b>	Distribute closing memorandum	FA
<b>Wed – Nov 20</b>	<b>Closing</b>	All

LCISD = Lamar Consolidated Independent School District  
 BC = Bond Counsel = Bracewell & Giuliani LLP  
 FA = Financial Advisor = First Southwest Company  
 UW = Underwriter = TBD  
 UC = Underwriter’s Counsel = TBD

**CONSIDER APPROVAL OF AMENDMENT TO CONTRACT  
FOR SCHOOL RESOURCE OFFICERS**

**RECOMMENDATION:**

That the Board of Trustees consider approval of the attached Amendment 1 to amend and renew the contract with the City of Rosenberg Police Department for School Resource Officers to service the Lamar Consolidated schools for the 2013-14 school year.

**IMPACT/RATIONALE:**

RFP #03-2012 requested a proposal for uniformed School Resource Officer services. These officers are utilized at the districts' secondary campuses (and elementary campuses as requested). The proposal requested 9 designated officers for LCISD, and the District reimburses the City of Rosenberg Police Department for the officer's salary, benefits, and administrative costs.

The agreement shall automatically renew, effective 09/01/2013, and shall expire on 08/31/2014. The District and the City of Rosenberg may, upon mutual consent, extend the contract for three (3) additional one-year periods upon written request of the City of Rosenberg Police Department presented prior to the expiration of the contract. Also, the agreement is being amended to allow for ten (10) designated officers.

If at any time during the term of this Agreement or any extension hereof, LCISD determines that the City of Rosenberg Police Department's performance under this agreement is unsatisfactory, LCISD shall notify the City of Rosenberg Police Department in writing. The notice from LCISD shall specify the particular deficiencies that LCISD has observed in the City of Rosenberg Police Department performance. The City of Rosenberg Police Department shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of the 60 day remedial period, LCISD remains unsatisfied with the City of Rosenberg Police Department's performance, LCISD may terminate this agreement effective upon the expiration of thirty (30) days following the date of written notice to the City of Rosenberg Police Department of such termination.

**PROGRAM DESCRIPTION:**

The City of Rosenberg Police Department will provide ten (10) School Resource Officers (SRO), a Police Sergeant to supervise these officers, and twelve (12) Civilian School Crossing Guards. Additional services that will be provided to LCISD include extra-curricular activities, and traffic management, and planning for special events.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**AMENDMENT 1 TO:  
SECURITY SERVICES CONTRACT  
BETWEEN  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
&  
CITY OF ROSENBERG, TEXAS**

THIS AMENDMENT is made and entered into by and between the Lamar Consolidated Independent School District, hereinafter referred to as "LCISD," and the City of Rosenberg, Texas, hereinafter referred to as "Rosenberg," and in this regard, the parties hereto mutually agree to the terms outlined below.

**WITNESSETH**

WHEREAS, LCISD finds that the continued presence of police officers on LCISD property and/or campuses is beneficial and desirable; and

NOW, THEREFORE, for and inconsideration of these premises, LCISD and Rosenberg do hereby stipulate and agree to the following changes in terms:

1. LCISD and Rosenberg mutually agree that the terms and provisions of the original agreement executed by a representative of Lamar Consolidated Independent School District on the 22<sup>nd</sup> day of March 2012 renew automatically for a term of one year ending on August 31, 2014. Three additional one-year renewals remain upon mutual agreement of the parties.
2. Item 4 is amended to read: In consideration for LCISD providing the equipment and cash consideration as herein specified, Rosenberg, through its Chief of Police, shall designate ten (10) officers to be "primary responsible officers for LCISD." Said officers shall be fully qualified as police officers in the State of Texas and shall primarily be directed by the Chief of Police and other officers of the police force of Rosenberg to patrol and provide a police presence on such properties and campuses owned by LCISD, including without limitation, all LCISD schools.

WITNESS OUR HANDS:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Thomas Randle, Superintendent

Attest: \_\_\_\_\_  
Secretary

CITY OF ROSENBERG

By: \_\_\_\_\_  
Vincent M. Morales, Jr., Mayor

Attest: \_\_\_\_\_  
Secretary



**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH  
BE A CHAMPION, INC.**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding (MOU) with Be A Champion, Inc. (BAC) for an evening meal and afterschool program to be operated at Seguin Early Childhood Center (Seguin ECC) during the 2013-14 school year, and allow the Superintendent to negotiate the final contract.

**IMPACT/RATIONALE:**

Be A Champion, Inc. is a non-profit organization authorized to provide sports education, college discovery, academic enhancement, life skills, nutrition, financial literacy, career development, employment development, special projects, educational-related field trips, and food service vendor services in the State of Texas.

The families of Seguin ECC have the need for low-cost childcare services after the school day ends as well as an evening meal, provided free of charge, for the students.

**PROGRAM DESCRIPTION:**

The Champion Fuel Program will provide a balanced meal to each enrolled child (approximately 450 children), beginning at 2:00 p.m. daily. Meals will be prepared and distributed by BAC at no cost to Lamar CISD. BAC, sponsored by Camp Discover Foundation, operates in accordance with the federal child nutrition program guidelines and will count, document, and report meals served, and will also handle any compliance audits that are required. A Lead Coordinator and two additional staff will be provided at no charge to Lamar CISD to operate the daily meal program. In addition, the meal program will qualify Lamar CISD to receive a grant to be used at the discretion of the District to support the Seguin ECC, be allocated to other campuses, or be used to supplement other Lamar CISD programs.

The BAC Afterschool Program will operate daily from school dismissal until 6:30 p.m. The program will meet or exceed the Texas Department of Family Protective Services' Minimum Standards for School-Age or After-school Programs. Professional services to be provided are outlined in the attached MOU. The Lead Coordinator and two additional BAC personnel will transition to afterschool program duty after the meal program concludes each day. Lamar CISD will provide a facility use agreement to BAC, and be responsible for invoicing and collecting a co-pay (fee) from parents (or other responsible party) of \$35 per student per week (or \$140/month). From the co-pay amount collected, Lamar CISD will pay BAC \$21.85 per staff hour for childcare workers to support an 18:1 staff/student ratio.

Either party may terminate the MOU upon thirty-day written notice.

Submitted by: Michelle Amos, LEAP Program Coordinator  
Matthew Antignolo, Director of Child Nutrition  
Laura Lyons, Executive Director for Elementary Education  
Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent





**BE A CHAMPION, INC.**

P.O. Box 130165  
Houston, TX 77219  
Office: (281) 833-3129  
Fax: (281) 605-5898  
[www.bachamp.org](http://www.bachamp.org)  
Tax ID Number: 90-0191922



**PROFESSIONAL SERVICE**  
**Memorandum of Understanding**  
**Terms and Conditions**

This Professional Services Memorandum of Understanding is made and entered into by and between **Be A Champion, Inc.**, located at P.O. Box 130165 Houston, TX 77219, and **Lamar Consolidated Independent School District (LCISD)**, located at 3911 Avenue I, Rosenberg, TX 77471, to provide professional services to in accordance with the terms and conditions specified herein for **Seguin Early Childhood Center (ECC)** located at 605 Mabel St. Richmond, TX 77469.

**Be A Champion, Inc.** is an established non-profit organization duly authorized to provide Sports Education, College Discovery, Academic Enhancement, Life Skills, Nutrition, Financial Literacy, Career Development, Employment Development, Special Projects, Educational related field trips, and Food Service vendor services in the State of Texas. **LCISD** is governed under the Texas State Board of Education and operates under those rules and regulations. Both **Be A Champion, Inc.** and **LCISD** desire to set forth in writing the terms and conditions of their agreement.

Therefore, **LCISD** engages the services of Consultant, **Be A Champion, Inc.** and consideration of the mutual covenants and conditions contained in this Memorandum of Understanding and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

**ARTICLE I**  
**TERM**

This Memorandum of Understanding is effective as of **September 23, 2013** and shall continue in effect until **June 6, 2014** (the "Term"). This Memorandum of Understanding is the sole agreement by which the above parties will abide relative to the purpose of this agreement. **LCISD** may elect to extend the Memorandum of Understanding upon mutual written agreement with **Be A Champion, Inc.**

**ARTICLE II**  
**INDEPENDENT CONTRACTOR STATUS**

It is the intention of the parties that **Be A Champion, Inc.** be an independent contractor and not an employee or agent of **LCISD**.

**ARTICLE III**  
**PURPOSE**

**LCISD** agrees to retain **Be A Champion, Inc.** and **Be A Champion, Inc.** agrees to provide services to **LCISD** as a professional contractor (as more specifically defined in the paragraph below) and to perform the duties and all the necessary labor and resources needed to provide the services set forth in this agreement. At the conclusion of the semester, each student will present material learned in a final production, if such a production occurs.



## **BE A CHAMPION, INC.**

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Tax ID Number: 90-0191922



### ARTICLE IV **PROGRAM DETAILS**

#### **CHAMPION FUEL PROGRAM**

**Be A Champion, Inc.** will provide meals as follows:

##### **Monday- Friday**

**Total Meals to be served per day:** Approximately 450

**Dinners:** Starting to serve in classrooms at 2:00

**Lead Coordinator: 1** (Arriving to campus at 10:30AM)

**Additional Staff: 2** (Arriving to campus at 1:15PM)

All meals will be prepared on-site and distributed to students by the Lead Coordinator and additional staff. All state and federal compliance requirements, including the counting, documenting, and reporting of meals served, are the responsibility of Be A Champion, Inc.. Any and all audits will be addressed by Be A Champion, Inc. staff.

A potential grant of up to \$10,000 will be given to LCISD from Seguin ECC's eligibility for Phase 1 Educational Enhancement Grants. The amount of the grant will be based on monthly meal program participation. The grant can be disbursed at LCISD's discretion to support the Seguin ECC, be allocated to other campuses, or be used to supplement other LCISD programs.

#### **AFTERSCHOOL PROGRAM**

**Be A Champion, Inc.** will:

1. Operate after-school programs, for up to 72 students, consistent days and hours of operation (Monday through Friday from school dismissal until 6:30 pm) in coordination with LCISD's school calendar. Supplemental programs (summer and other break periods during which the District is closed) are not incorporated as part of this agreement.
2. Meet or exceed the Texas Department of Family Protective Services' (TDFPS) Minimum Standards for School-Age and Before or After-school Programs relating to Personnel, Ratios and Group Sizes, Activities and Equipment, Discipline and Guidance, Fieldtrips, Nutrition and Food Services, Health Practices, Safety Practices, Facilities, Play Space and Equipment, Fire Safety and Emergencies, and Transportation.
3. Be responsible for all licensing requirements, and shall be responsible for compliance with all state and federal regulations affecting the operation of said after-school program. LCISD shall not be responsible for licensing or compliance with state and federal regulations affecting the afterschool program, this being the sole responsibility of the Provider.
4. Provide Early Release and Full Day services on Staff Development Days and some Holidays. In the event of an unanticipated school closure during the school day, they shall provide staff to remain at the campus until all participating students are picked up.
5. Offer students age-appropriate, TEKS-based curriculum
6. Provide homework assistance for participating students
7. Provide the following to the designated LCISD district-level administrator, on an annual basis or as needed:
  - a. Copy of TDFPS Childcare Licensing Permit, if applicable
  - b. Copies of all TDFPS Childcare Licensing reviews and updates, if applicable
  - c. Copy of operating procedure manual personnel requirements, discipline policies, safety procedures, and all other program-related policies.
  - d. Copy of operating calendar. Changes must be submitted to participating parents, LCISD campus contact and the designated district-level administrator a minimum of 30 days in advance.
  - e. List of participating students; including updates on a quarterly basis.
  - f. List of after-school staff; including updates as they occur.
  - g. Prompt communication of any new programming, procedure changes, or any other changes that may occur while this Agreement is in effect.
  - h. Communication sent to parents or guardians and campus administration.
  - i. Produce and disseminate program and registration information to parents and school community.
8. Be A Champion, Inc. will provide and be responsible supervising the Lead Coordinator and additional staff, as well as materials, supplies, and equipment to support the after school program, curriculum and oversight, including program registration.



**BE A CHAMPION, INC.**

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Tax ID Number: 90-0191922



- 9. Provide Lamar CISD appropriate documentation/invoice to support payment for personnel hours referenced in Article V(4). This documentation must be in a format acceptable to meet Lamar CISD audit requirements.
- 10. Provide Lamar CISD with student rosters and responsible party information required to invoice and collect co-pays referenced in Article V(5). This documentation must be in a format acceptable to meet Lamar CISD audit requirements.

**ARTICLE V**  
**RESPONSIBILITY OF LCISD**

**LCISD** is responsible for providing the following:

- 1. Space or Facility Agreement authorizing usage of space to Be A Champion, Inc., with in-kind consideration of the meal program and personnel outline in Article IV
- 2. Student attendance rosters and daily absentee reports
- 3. Provide list of students withdrawn from Seguin ECC (updated every 2 weeks)
- 4. Pay Be A Champion, Inc. \$21.85 per staff per hour (18:1 student ratio) from the co-pay amount collected in Article V(5) below
- 5. LCISD will invoice and collect a co-pay from parents/responsible parties of \$35/week or \$140/month, with no guarantee of enrollment
- 6. Provide health permits and inspection reports that are required by the Texas Department of Agriculture-Child and Adult Care Food Program (CACFP)

**ARTICLE VI**  
**TERMINATION**

Either party for any reason upon thirty (30) days written notice may terminate this Memorandum of Understanding with or without cause. Upon termination by either party, **LCISD** will be responsible for services that have been performed by **Be A Champion, Inc.** and accepted **LCISD** up to the terminated date.

**ARTICLE VII**  
**Miscellaneous**

This Agreement is governed by the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any action arising out of this Agreement is a court of competent jurisdiction in Fort Bend County, Texas. Nothing in this Agreement waives or alters any immunity provided to **LCISD** and its employees or officers under state or federal law.

By signing below I hereby agree with the articles of this Memorandum of Understanding, please sign your name, title, and date below.

\_\_\_\_\_  
**Dr. Thomas Randle, Superintendent**  
**Lamar CISD**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Jaron Barganier, Founder & CEO**  
**BE A CHAMPION, INC.**

\_\_\_\_\_  
**Date**

**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:**

Frost PTO donated \$10,452.68 to purchase instructional supplies for reading, math, and writing at Frost Elementary.

Hutchison PTA donated \$3,609 to purchase eleven iPad minis for Hutchison Elementary.

Memorial Hermann Sugar Land Hospital donated \$2,500 to help the training program to replace a golf cart at Terry High.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
CUSTODIAL WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming September 30 – October 4, 2013 as “Custodial Week” in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Custodial Week will be celebrated nationally during the week of September 30 – October 4, 2013. It is appropriate that Lamar CISD recognize the importance and contributions of our district custodial staff during this week.

**PROGRAM DESCRIPTION:**

Campus and department staff members will be honoring their custodial staff during Custodial Week in Lamar CISD.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

## Resolution

Whereas, October 2 is National Custodial Workers Recognition Day; and

Whereas, **Custodial Week** is celebrated throughout the United States during the week of September 30 – October 4, 2013; and

Whereas, **Custodial Week** recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team in our schools; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare September 30 – October 4, 2013 as **Custodial Week** in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to recognize and thank our custodial staff.

Adopted this 19<sup>th</sup> day of September 2013 by the Board of Trustees



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Julie Thompson, President

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Frank Torres, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
RED RIBBON WEEKS**

**RECOMMENDATION:**

That the Board approve the attached resolution proclaiming October 23 – 31, 2013 as "Red Ribbon Weeks" in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

The weeks of October 23 – 31, 2013 will be celebrated district-wide as "Red Ribbon Weeks," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Tobacco prevention, refusal skills, and the courage to make healthy choices are the focus of this year's campaign. Lamar CISD is on the forefront of prevention in promoting health and success for all our students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

**PROGRAM DESCRIPTION:**

For the past 21 years, Lamar CISD has led the community in promoting drug prevention. Each school will be presenting a variety of prevention activities, involving the staff and students, which increase the protective factors in the lives of Lamar CISD students.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

## Resolution

Whereas, drug, tobacco and alcohol abuse in this nation has reached epidemic stages; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, the weeks of October 23 – 31, 2013 have been declared district-wide as "**Red Ribbon Weeks;**" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug abuse prevention education;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 23 – 31, 2013 as "**Red Ribbon Weeks**" in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to support and participate in drug-prevention activities.

Adopted this 19<sup>th</sup> day of September 2013 by the Board of Trustees



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Julie Thompson, President

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Frank Torres, Secretary



**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
SCHOOL BUS SAFETY WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming October 21 – 25, 2013 as “School Bus Safety Week” in Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

School Bus Safety Week will be celebrated nationally during the week of October 21 – 25, 2013. It is appropriate that Lamar CISD recognize the importance of school bus safety and the role that transportation staff members serve during this week.

**PROGRAM DESCRIPTION**

Lamar CISD school staff members will increase students’ awareness of school bus safety by reviewing and discussing the district’s school bus rules.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

## Resolution

Whereas, **School Bus Safety Week** is celebrated throughout the United States during the week of October 21 – 25, 2013; and

Whereas, **School Bus Safety Week** recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 21 – 25, 2013 as **School Bus Safety Week** in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to recognize and thank our Transportation Department staff for their contributions to our community.

Adopted this 19<sup>th</sup> day of September 2013 by the Board of Trustees

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Julie Thompson, President

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Frank Torres, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
SCHOOL LUNCH WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming October 14 – 18, 2013 as “School Lunch Week” in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

School Lunch Week will be celebrated nationally during the week of October 14 – 18, 2013. It is appropriate that the Lamar CISD recognize the importance of our district school lunch program and staff during this week.

**PROGRAM DESCRIPTION:**

The Lamar CISD Food Service department has designed special promotions during this week for the school cafeterias.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

## Resolution

Whereas, **School Lunch Week** is celebrated throughout the United States during the week of October 14 – 18, 2013; and

Whereas, **School Lunch Week** recognizes the importance of a nutritious school lunch program; and

Whereas, food service staff members are valuable members of our schools' educational teams; and

Whereas, the assistance of food service staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 14 – 18, 2013 as **School Lunch Week** in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to recognize and thank our food service department staff.

Adopted this 19<sup>th</sup> day of September 2013 by the Board of Trustees

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Julie Thompson, President

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Frank Torres, Secretary

**CONSIDER APPROVAL OF CONTRACT RENEWAL FOR UNEMPLOYMENT  
INSURANCE THIRD PARTY ADMINISTRATIVE SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve Texas Association of School Boards as the Third Party Administrator (TPA) for the unemployment insurance, effective October 1, 2013 through September 30, 2014.

**IMPACT/RATIONALE:**

The purpose of this program is to provide the District with third party administrative services for unemployment insurance. The 2013-2014 premium of \$5,000 did not increase from the previous year. TASB has acted as the TPA for the unemployment insurance for ten years.

**PROGRAM DESCRIPTION:**

The TPA for unemployment insurance handles staff orientations, appeal hearing assistance, claim reports, claim audits, quarterly wage reports, and annual reports.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **REVIEW OF BOARD OPERATING PROCEDURES**

### **IMPACT/RATIONALE:**

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

Resource person: Ms. Julie Thompson, President-Board of Trustees  
Dr. Thomas Randle, Superintendent

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# **Board Operating Procedures**



**Lamar Consolidated Independent  
School District**

Revised 4/24/2013

## **Board Operating Procedures Lamar Consolidated Independent School District**

In effective school systems, the Superintendent and the Board function as a "Team of Eight." A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district and the Superintendent and staff provide the leadership to cause Board policies to be implemented. Therefore, the Lamar CISD Board of Trustees and Superintendent function as a "TEAM of Eight" to provide open communication to the staff and patrons of the district.

The Lamar CISD Board of Trustees adopts these guidelines as Standard Operating Procedures to effectively communicate with staff and patrons of the district.

### **I. DEVELOPING BOARD MEETING AGENDA**

#### **A. Placing items on agenda**

1. The tentative agenda is created by the administration and presented to the Board President one week before the regular Board meeting.
2. Board members must request through the Board President in advance any item they wish to have considered for placement on the agenda.
3. The Board President shall place an item on the agenda if the item is requested by **three** Board members.
4. Future Agenda Items is listed on the agenda of each board meeting and four board members may request that an item be listed for the next meeting.
5. In accordance with Texas Open Meeting Law, no member can place an item on the agenda less than 72 hours in advance of a meeting, except in an emergency as per Texas Code.

#### **B. Items for Executive Session**

1. All personnel issues must be conducted in an executive session, unless specifically required by Texas Open Meeting Law.
2. The Board may discuss any and all subjects, for any and all purposes permitted by Sections 551.071-551.084, in executive session.

#### **C. A consent agenda will be used whenever possible. The Board President will recommend action items to be placed on the consent agenda. Action item(s) may be removed from the consent agenda at the request of any board member.**



## II. MEMBER CONDUCT DURING BOARD MEETINGS

(Four members present constitutes a quorum for a meeting.)

### A. Persons addressing the Board (*Persons have several options of addressing the Board on agenda items.*)

1. A person may address the Board by completing a form located inside the board room prior to Audience to Patron portion of the meeting. Each speaker is limited to five minutes.
2. Delegations of more than five persons shall appoint one person to present their views.
3. The Board will not discuss concerns with individuals at the meeting.

### B. Board response to persons addressing the Board

1. The Board President, when necessary, may direct the Superintendent to investigate item(s) and report back to the Board.

### C. Discussion of individual employees or students by the Board or audience

1. The Board will not entertain negative comments on individual employees in public session.
2. The Board will not entertain negative comments on individual students in public session.

### D. Hearing and public hearings

1. During public hearings, the Board is assembled only to gather information.
2. The Board will not answer questions or enter into dialogue, except with their attorney, in the case of an employee hearing.
3. Rules for the public hearing will be strictly adhered to:
  - a. The Board will limit comments to five minutes per testifier;
  - b. The Board will accept written (signed) or oral testimony;
  - c. The Board will not allow duplicate testimony; and
  - d. The Board will not allow any derogatory comments.

### E. Board shall observe the parliamentary procedures in Robert's Rules of Order

1. All discussion shall be directed solely to the business currently under deliberation.
2. The Board President has the responsibility to keep the discussion pertinent to the motion at hand and shall halt discussion that does not apply to the business before the Board.
3. The Board President has the right to recognize a Board member prior to giving their comments.

4. Individual Board topics will be limited to Five (5) minutes discussion from each Board member. The approval of a majority of Board members present is required to exceed this time limit. Extended time limits must be outlined prior to a Board vote and any/all additional approval to exceed those limits will require approval of a majority of Board members present for each request. Any Board member can request the Board to consider extended discussion periods.
5. Board members will raise their hand and be recognized by the presiding officer prior to beginning any discussions or motions. The individual member will relinquish the floor back to the presiding officer once they have concluded.

### III. VOTING

- A. The Board President has the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
- B. In case of a tie vote, the item is tabled. The Board President shall bring the item back to the Board on a subsequent agenda.

### IV. INDIVIDUAL BOARD MEMBER REQUEST FOR INFORMATION OR REPORTS

- A. Board members shall request information and/or reports from the Superintendent through the Board President.
- B. The Superintendent will gather information and/or report and disseminate to the Board in a timely manner.
- C. Board members are encouraged to advise the Superintendent of questions or concerns on agenda items before the Board meeting.
- D. The Superintendent will contact each board member prior to a meeting to clarify any questions he/she may have.

### V. CITIZEN REQUEST/COMPLAINT TO INDIVIDUAL BOARD MEMBER

- A. The Board member should hear the full complaint so that the Board member has full understanding of the persons,, dates, times, and places involved in the complaint.
  1. Repeat the problem to citizen.
  2. Inform the citizen of the chain of command.
  3. Remind the citizen of due process and that the Board member must remain impartial in case the situation goes before the Board.

- B. Refer the citizen to the appropriate person in the chain of command.
- C. The administrators shall communicate with the citizen in a timely manner and follow-up with the Board member.

VI. EMPLOYEE REQUEST/COMPLAINT TO INDIVIDUAL BOARD MEMBER

- A. The Board member should hear the full complaint so that the Board member has a full understanding of the employee's complaint.
  - 1. Repeat the problem back to employee.
  - 2. Inform the employee of the chain of command.
  - 3. Remind the employee of the due process procedure and that the Board member must remain impartial in case the situation goes before the Board.
- B. Refer the employee to the appropriate person in the chain of command.
- C. The Board member must talk with Superintendent within 24 hours, relaying the employee's communication.
- D. The employee will hear from the Superintendent in a timely fashion unless the employee requests no contact from the Superintendent.

VII. BOARD MEMBER VISIT TO SCHOOL CAMPUS

- A. Board members are encouraged to attend special events on campuses to represent the Board in support of activities.
- B. Board members are not to go into teachers' classrooms or campuses for the purpose of evaluation or investigation.
- C. Board members must sign in at the office when visiting campuses.
- D. Board members must wear identification tags when visiting schools.

VIII. COMMUNICATIONS

- A. The Superintendent will communicate with all Board members via weekly Board-O-Grams.
- B. The Superintendent will communicate information in a timely fashion to all Board members.
- C. Requests to the Superintendent from the Board President will be distributed to all Board members.
- D. Board members will keep the Superintendent informed via telephone calls, faxes, e-

mail, or personal visits.

- E. Board members will communicate with the community through public hearings, regular Board meetings, and regular publications.
- F. Individual Board members cannot speak in an official capacity outside the board room.

IX. EVALUATION OF SUPERINTENDENT

- A. The Board President will obtain input from all members of the Board on the approved indicators on the Superintendent's evaluation.
- B. Evaluation of the Superintendent is conducted in executive session.
- C. A summative evaluation of the Superintendent will be conducted during the first quarter of the calendar year.

X. EVALUATION OF THE BOARD

The evaluation of the Board is an assessment of completion of an action plan for increased Board effectiveness and working relationship with the Superintendent.

XI. CRITERIA AND PROCESS FOR SELECTING BOARD OFFICERS

- A. Candidates for the President of the Board, Vice President, and Secretary must have at least one year of experience on the Board.
- B. Elections are held in May of each year.

XII. ROLE AND AUTHORITY OF BOARD MEMBER AND/OR BOARD OFFICERS (*Set in state statute*)

- A. No Board officer has authority outside the Board meeting.
- B. No Board member can direct employees in regard to performance of duties.
- C. The Board President shall:
  - 1. Preside at all Board meetings;
  - 2. Appoint committees;
  - 3. Call special meetings; and
  - 4. Sign all legal documents required by law.
- D. The Vice President shall act in capacity of President in the absence of the President.

- E. The Secretary shall:
  - 1. Keep accurate record of Board meetings;
  - 2. Call meetings and act in the capacity of the President, in the absence of the President and Vice-President; and
  - 3. Countersign all warrants.

XIII. ROLE OF BOARD IN EXECUTIVE SESSION

- A. The Board can only discuss those items listed on the executive session agenda and as limited by law.
- B. The Board must vote in public session.
- C. Discussions during executive session must remain confidential.

XIV. MEDIA INQUIRIES TO THE BOARD

- A. The Board President shall be the official spokesperson for the Board to the media/press on issues of media attention. All Board members who receive calls from the media should direct them to the Board President or designee.

XV. ANONYMOUS PHONE CALLS AND/OR LETTERS

- A. The Lamar CISD Board of Trustees encourages input. However, anonymous calls or letters will not receive Board attention, discussion, or response and will not result in directives to the administration. Confidentiality is strictly maintained when possible.

XVI. REVIEW BOARD OPERATING PROCEDURES

- A. Standard Board Operating Procedures may be reviewed and updated at the request of the majority of the board.

**DISCUSSION AND ACTION ON FIFTY (50) METER NATATORIUM  
IN LIEU OF A FORTY (40) METER NATATORIUM**

**IMPACT/RATIONALE:**

The 2011 Bond referendum included the construction of a new District Natatorium. On February 21, 2013, the Board of Trustees approved the design of the new District Natatorium. This included a forty (40) meter pool with floating bulkhead, eight lanes, eight cross lanes markers, 4 locker rooms, coaches offices, seating for 600, classroom, concession and storage. The estimated cost is \$13,014,256.00.

**PROGRAM DESCRIPTION:**

Currently the construction drawings and specifications are being advertised. Contractors will submit their competitive sealed proposals on Thursday September 26, 2013.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **New District Natatorium Process**

On June 16, 2011 the LCISD 2011 Citizen's Bond Committee (CBC) presented their recommendations to the Board of Trustees. The CBC began meeting on April 11, 2011 and began working to develop a recommendation to the Board for a November 2011 bond election. Additional meetings were held on April 18, April 25, May 2, and May 9. The CBC's recommendations were based on the latest demographic projections, facility capacity, current student enrollment numbers, the 10-year facilities plans, and the needs of existing facilities. The committee also looked closely at both long and short term needs to accommodate the district's growth in a timely manner.

The Board of Trustees requested additional time to discuss and consider the 2011 Citizen's Bond Committee's recommendation. A Bond Workshop was held on July 19, 2011. At the workshop, members of the District's Facilities planning team with assistance from bond planning consultants answered questions about the CBC recommendation and provided details regarding the information shared with the CBC during the decision making process.

On August 23, 2011 the Board of Trustees approved the order calling the School House Bond Election for November 8, 2011. The Bond Referendum was approved November 17, 2011. Architects were selected by the Board to design the new District Natatorium. The location of the new Natatorium was presented to the Board of Trustees along with the Natatorium Master Plan on November 15, 2012. The Master plan showed the location of the new Natatorium, the recommendation of practice natatoriums for future bond referendums, and the new baseball/softball complex for Lamar Consolidated High School.

Design Development for the new District Natatorium was presented and approved by the Board of Trustees on February 21, 2013. Several meetings with Gilbane, District administration, M&O, Athletics, and the swimming and dive coaches, were held to review plans. Adequate offices, locker rooms and seating for 600 to observe events were included in the plans.

The fourth grade swimming program started in the 1980's has been a priority with Lamar CISD. The District will serve over 2,200 students this year. The additional pool allows the district to revert back to teaching each student more days over the fixed time frame each day set by the elementary schools. The use of two natatoriums for high school practice time will allow more flexibility in scheduling practice and competition at the same times or holding meets at two different sites.

USA club is the only club that uses the 50 meter long course. The district currently has R&R club which occupies our current facilities most of the spring and summer with lessons and meets. Lamar CISD high schools all swim the short course of only 25 meters or 25 yards. All UIL Regional and State Competition is Short Course. Almost all college meets are short course. The main use of the 50 meter long course is to train future Olympians.

Fort Bend ISD has two 50 meter pools. The pools accommodate 11 high school teams each day for extracurricular swim practice. The larger pool allows them to divide the pool into equal number of lanes for each high school team to practice. The current Lamar CISD Natatorium provides more lanes per school than Fort Bend ISD and with 4 high schools the load is handled effectively. We split the practice time into before and after school.

Currently only USA club swimming uses the 50 meter pool. There are four of these that compete at the Don Cook Natatorium in Fort Bend ISD. There are three meets per year. A fall meet, a spring meet, and a summer meet. The district would have to bid on these meets with the other competitors in the greater Houston area. Currently these meets rotate between Conroe, Pearland, and Fort Bend Don Cook.

PBK Architects has estimated the construction cost for 40 and 50 meter stretch pools. The increase construction cost for a 50 meter stretch is \$3,605,390. The architect fee of 6% would add \$216,324 to the project to cover the additional design costs for the 50 meter structure. This makes an estimate of \$3,821,714 increase to fund the 50 meter pool.



## Natatorium

### Timeline

7-19-2011	Citizens' Bond Committee Board Workshop Cost of Project - \$13,014,256 40 meter pool with floating bulkhead 8 lanes 8 cross lane markers 4 locker rooms Coaches offices Classroom Seating for 600 Concession & storage
8-16-2011	Bond workshop
8-23-2011	Public Hearing Board meeting to call schoolhouse bond election
11-17-2011	Bond Approved
7-17-2012	Architect Contract for Natatorium
11-13-2012	Board Workshop
11-15-2013	Natatorium Master Plan
2-19-2013	Board Workshop
2-21-2013	Geotechnical services for Natatorium Approved Design Development

**CONSIDER APPROVAL OF GEOTECHNICAL SERVICES FOR THE DESIGN OF  
THE NEW ARREDONDO ELEMENTARY**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for geotechnical engineering services for the design of the new Arredondo Elementary not to exceed the amount of \$6,500.

**IMPACT RATIONALE:**

Geotechnical services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

**PROGRAM DESCRIPTION:**

Geotechnical services will generate reports that provide soil data that the architect needs to generate the construction specifications. These reports are crucial in the design of the new Arredondo Elementary.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

September 10, 2013

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

Attn: Mr. Kevin McKeever, Administrator of Operations  
P: 832.223.0250  
E: [mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate for Geotechnical Engineering Services  
John Arredondo Elementary School  
August Green Drive  
Rosenberg, Texas  
Terracon Document No. P92131643

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

## 1.0 PROJECT INFORMATION

The project involves the proposed construction of a new elementary school located near the intersection of F.M. 2977 and August Green Road in Rosenberg, Texas. We understand that the school is planned to include a one-story building with a footprint area of about 93,000 square feet. An adjacent service yard and two parking lots to the east and northwest of the proposed school building are also planned as part of this project. We understand that the building is planned to be supported on a drilled-and-underreamed footing foundation system. For structural loading information, we anticipate maximum building column loads on the order of 100 to 150 kips with floor pressures no greater than about 125 pounds per square foot (psf).

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

## 2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.



## Cost Estimate for Geotechnical Engineering Services

John Arredondo Elementary School - LCISD ■ Rosenberg, Texas

September 10, 2013 ■ Terracon Document No. P92131643

Page 2



Field Program. The field program for this project is planned to consist of drilling eight test borings to depths of about 20 feet within the area of the proposed school building along with four borings to depths of about 5 feet in the area of the proposed services yard and parking areas. The total drilling footage is planned to be 180 feet.

The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

We plan to use truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide Geotechnical Engineering recommendations which will address the following:

- Site and subgrade preparation;
- Foundation design and construction; and
- Pavement design guidelines.

Schedule. We can initiate our field program within four to six working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### **3.0 COMPENSATION**

For the scope of services outlined in this document, we estimate a cost of \$6,100. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$400. (Therefore, the total cost for our scope of services would be \$6,500.) The cost of our services will not exceed these figures without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$125 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

### **4.0 AUTHORIZATION**

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the Geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our Geotechnical services. The Geotechnical Scope of Services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the Geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

**Terracon Consultants, Inc.**

(Texas Firm Registration No. F-3272)



Andrew J. Muras, E.I.T.  
Staff Geotechnical Engineer



Patrick M. Beecher, P.E.  
Senior Project Manager

Attachment: Agreement for Services


Copy Submitted: Mr. Lorin Pargoud – PBK Architects – (1) Electronic

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the John Arredondo Elementary School project ("Project"), as described in the Project Information section of Consultant's Proposal dated September 10, 2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Terracon subcontracts to other individuals or companies, then Terracon will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **9/10/2013**  
 Name/Title: **Patrick M. Beecher, P.E.**  
**Senior Project Manager**  
 Address: **11555 Clay Road, Suite 100**  
**Houston, Texas 77043**  
 Phone: **713.690.8989** Fax: **713.690.8787**

Client: **Lamar Consolidated Independent School District**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
**s**  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Reference Number: P92131643



**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES  
FOR THE NEW ARREDONDO ELEMENTARY**

**RECOMMENDATION:**

That the Board of Trustees approve Charlie Kalkomey Surveying Inc. for professional surveying services (land survey) for the new Arredondo Elementary not to exceed the amount of \$9,800.

**IMPACT RATIONALE:**

Professional surveying services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Funds. Services include a standard topographic survey needed for the design and the platting process for the new Arredondo Elementary

**PROGRAM DESCRIPTION:**

Professional surveying services will generate reports and drawings locating property boundaries, locations of easements, information on site utilities, etc. The land survey is necessary for the design and construction of the new Arredondo Elementary

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.**  
**A JONES & CARTER COMPANY**

6415 READING ROAD  
ROSENBERG, TEXAS 77471  
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

August 29, 2013

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Survey services on a called 14.259 acres, Robert Handy Survey, Abstract 187  
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. This proposal consists of two (2) phases of the complete project. It is our understanding the District will develop the called 14.259 acre site which will become Elementary School No. 23 (Arredondo Elementary) and is located in the Summer Park development in Rosenberg.

Phase One of this proposal is for a boundary and topographic survey of the site. The survey will be prepared according to the Texas Society of Professional Surveyors Standards and Specifications for a Category 6, Condition I Survey and will identify the relevant topographic features necessary for design and planning as designated by PBK and Gilbane. The fee for Phase One of the project is \$5,000.00.

Phase Two of this proposal is for platting services through the City of Rosenberg. This will result in the called 14.259 acre tract being designated as a Reserve and a final plat filed for record in the Fort Bend County Clerk's office. The plat will be prepared to comply with the requirements of the City of Rosenberg. We believe we will be able to prepare and submit the plat to the City as a Short Form Final. This means there would be only one submittal of the plat as opposed to a preliminary and then a final submittal, thereby saving the District time and expense. The fee for Phase Two of the project is \$4,000.00.

Additionally, based on the current City and County fees, we estimate approximately \$800.00 in fees will need to be paid for the submittal of the plat. This includes fees to the City, certified tax certificate fees, and filing fees at the Fort Bend County Clerk's office. If agreeable to the District, we can include these fees into our costs for Phase Two which will result in a fee of \$4,800.00. Otherwise we will request a separate payment for the fees from the District at the time they are due.

We will require a City Platting Letter for the called 14.259 acre tract for submittal to the City. We have not anticipated this cost and would request the District work directly with a title company of its choice as has been the practice in other similar projects.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,

Chris D. Kalkomey  
Registered Professional Land Surveyor  
No. 5869

CDK/mon  
E:\Surveying\proposals\LCISD Elem 23.doc  
Enclosure

\_\_\_\_\_  
Accepted By: (Signature)  
(Party liable for payment)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number

**GENERAL CONDITIONS OF AGREEMENT  
CHARLIE KALKOMEY SURVEYING, INC.**

**AUTHORIZATION FOR WORK TO PROCEED**

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Charlie Kalkomey Surveying, Inc. (CKSI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**STANDARD OF PRACTICE**

Services performed by CKSI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by CKSI.

**BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay CKSI for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by CKSI on a monthly basis and the full amount shall be due and payable to CKSI upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify CKSI in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by CKSI more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

**OWNERSHIP/REUSE OF DOCUMENTS**

All documents, including original drawings, field notes, and data provided or furnished by CKSI pursuant to this AGREEMENT are instruments of service in respect to the Project and CKSI shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by CKSI for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to CKSI, and the CLIENT shall indemnify and hold harmless CKSI from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

**INSURANCE**

CKSI agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

**LIMITATION OF LIABILITY**

*CKSI agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that CKSI shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.*

*In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit CKSI's liability arising from CKSI's professional acts, errors or omissions, such that the total aggregate liability of CKSI shall not exceed CKSI's total fee for the services rendered on this project.*

**INDEMNIFICATION**

CKSI agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CKSI's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom CKSI is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CKSI harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

CKSI is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

**CONSEQUENTIAL DAMAGES**

*The CLIENT shall not be liable to CKSI and CKSI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or CKSI employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.*

**TERMINATION**

This AGREEMENT may be terminated with or without cause at any time prior to completion of CKSI'S services either by the CLIENT or by CKSI, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to CKSI for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with CKSI'S currently effective hourly rate schedule and direct expense reimbursement policy.

**SUCCESSORS AND ASSIGNS**

CLIENT and CKSI each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor CKSI shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and CKSI.

Charlie Kalkomey Surveying, Inc. is a company name (d.b.a.) that Jones & Carter, Inc., uses for its survey division. This agreement is with Jones & Carter, Inc. (J&C), and for all legal purposes, J&C replaces CKSI.

**SEVERABILITY**

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and CKSI, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SPECIAL PROVISIONS**

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

**CONTROLLING LAW**

This AGREEMENT shall be governed by the laws of the State of Texas.

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE NEW  
LAMAR CONSOLIDATED HIGH SCHOOL BASEBALL/SOFTBALL COMPLEX**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for material testing services for the design of the new Lamar Consolidated High School Baseball/Softball Complex in amount of \$40,000.

**IMPACT RATIONALE:**

Material testing services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

**PROGRAM DESCRIPTION:**

Material testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the new Lamar Consolidated High School Baseball/Softball Complex.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

September 11, 2013

Lamar Consolidated Independent School District  
Attn: Mr. J. Kevin McKeever  
3911 Avenue I  
Rosenberg, Texas 77471

Phone: 281.341.3122  
Fax: 281.341.3129

Subject: Proposal for Construction Materials Testing Services  
High School Baseball Softball Complex  
Northeast Corner of Mustang Avenue & Radio Lane  
Lamar Consolidated High  
Terracon Proposal No. P92130953

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

## A) PROJECT INFORMATION

The site is located at the Northeast corner of Mustang Avenue and Radio Lane at Lamar Consolidated High School in Rosenberg, Texas. The project involves the construction and renovations to the existing high school baseball and softball fields with amenity/parking improvements.

## B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project plans and specifications.

### **Earthwork Observations and Testing:**

1. Sample select fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318).



## Proposal for Construction Materials Testing Services

High School Baseball Softball Complex ■ Lamar Consolidated HS

September 11, 2013 ■ Terracon Proposal No. P92130953



2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select building fill to verify that the soil meets the requirements for Atterberg Limits and percent fines (ASTM D4318).
3. Test soil samples for moisture-density relationship (ASTM D698, ASTM D1557 and ASTM D558).
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### **Foundation Observations and Testing:**

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (C39).

### **Reinforcing Steel Observation and Testing:**

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

### **Cast-in-Place Concrete Observations and Testing:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete and 1 set for every 100 cubic yards of paving. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

### **Masonry Observation and Mortar and Grout Testing:**

1. Observe and document the mixing proportions of mortar and grout used during construction.
2. Observe the reinforcing steel in CMU walls and bond beams.
3. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

### **Structural Steel Observations and Testing:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.



2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

**Project Management/ Administration:**

1. A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

**Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

**Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

**C) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours’ notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

#### D) COMPENSATION

Based on the project information available for our review, we propose an estimated cost of \$40,000. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon’s total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

#### E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client’s contractors, subcontractors, or other parties present at the site.

**Proposal for Construction Materials Testing Services**

High School Baseball Softball Complex ■ Lamar Consolidated HS  
September 11, 2013 ■ Terracon Proposal No. P92130953



**F) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client’s contractor’s work or their adherence to the project documents, and Terracon’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**G) AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

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

A handwritten signature in blue ink, appearing to read "Mark D. Wells".

Mark D. Wells, P.E., PMP  
Senior Project Materials Engineer

A handwritten signature in blue ink, appearing to read "Alfonzo Hernandez".

Alfonzo Hernandez, P.E.  
Construction Services Manager

**Attachment:**

- (1) Agreement For Services


**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the High School Baseball Softball Complex project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/24/2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **9/11/2013**  
 Name/Title: **Alfonzo Hernandez, P.E. Construction Services Manager**  
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **ahernandez@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: **3911 Avenue I Rosenberg, TX 77471**  
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
 Email: **mckeever@lcsid.org**

Reference Number: P92130953

**CONSIDER APPROVAL OF SECURITY CAMERA REPLACEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve purchase and installation costs for security camera replacements in the amount of \$262,175 from NetVersant Solutions.

**IMPACT/RATIONALE:**

Security cameras mounted throughout the district provide valuable information. They are frequently used as part of investigations by district staff and police officers. The district has over 1000 security cameras. Many of the cameras are very old. They have become unreliable and expensive to repair and need to be replaced. Replacing them will improve image quality and reliability of the cameras and security system.

**PROGRAM DESCRIPTION:**

It was determined that E-watch models CAM-301, 302, and 303 are experiencing the greatest failure and repair rate in the district. Lamar CISD has 152 of these cameras.

NetVersant has provided excellent service and has been a valuable partner to Lamar CISD. NetVersant offers this contract pricing through The Co-operative Purchasing Network (TCPN). Funds from the Technology portion of the 2011 Bond referendum dedicated to security camera replacement will be used to fund this project. In November, 2012, the board approved labor for the replacement of 100 of these cameras as part of a money-saving contract with NetVersant for routine security camera repairs. This agreement is for the cameras and other parts for 152 cameras as well as the labor involved in replacing the additional 52 cameras beyond the November 2012 agreement.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# NETVERSANT

## Inspiring Technology Solutions

9750 W Sam Houston Pkwy N Suite 100  
Houston TX 77064



September 4, 2013

Reference:

**Lamar CISD \_ 152 Camera Upgrade**

NetVersant Solutions is authorized to provide and is Security Licensed in the State of Texas, #B15655 To furnish and install material as specified, to provide 152 IP Based digital video surveillance cameras for Lamar CISD.

All cameras will be integrated into the Lamar CISD campus wide eWatch Video Management solution

Supplier	Part #	Qty	Descr.	Material	Labor	Total Line Price
CSC	AXIS P3364-V	152	AXIS IP camera 1MP, lightfinder, 12MM varifocal	\$ 170,240.00	\$ -	\$170,240.00
CSC	AXIS T91A61	152	Axis Wall Bracket	\$ 17,024.00	\$ -	\$ 17,024.00
CSC	AXIS P33	152	AXIS pendant adapter kit w/ weather sheild	\$ 8,512.00	\$ -	\$ 8,512.00
CSC	595446	20,000	CAT5 Plenum UTP cable	\$ 7,560.00	\$ -	\$ 7,560.00
				\$ -	\$ -	\$ -
eWatch	S/W -106 -MC12	1	eWatch Software Upgrade	\$ 3,500.00	\$ -	\$ 3,500.00
eWatch	S/W - 107	152	eWatch camera license	\$ 35,112.00	\$ -	\$ 35,112.00
				\$ -	\$ -	\$ -
NetVersant		1	Additional labor for cameras over the 100 alloted for	\$ -	\$ 4,500.00	\$ 4,500.00
				\$ -	\$ -	\$ -
		1	Frieght and Misc. Material	\$ -	\$ -	\$ 15,727.00

All pricing is based on NetVersant Solutions, TCPN Contract #R5139

**Furnish and Install; Qty. (152) IP Security Camera System as specified:**

**\$ 262,175.00 Two Hundred Sixty Two Thousand One Hundred Seventy Five U.S. Dollars**

**Notes & Exclusions:**

- No manlift cost associated with this proposal
- Patch and Paint will be outside of this scope of work
- Lamar CISD IT Department to provide the required POE Switch for camera power
- Any addition equipment based on scope change will be revised and re-quoted at that time.

All materials and/or labor provided by NetVersant shall be under warranty against defects in material and workmanship, under normal use and service, for a period of one year from date of acceptance or beneficial use, whichever occurs first. This proposal shall remain valid for 90 days from date above. NetVersant reserves the right to revise this proposal after expiration of aforementioned period.

Terms: Net 30 Days

NetVersant Solutions Texas (832) 487-1955

Accepted by \_\_\_\_\_

**Scott Gilmore**

**Account Executive**

NetVersant Solutions II LLC

9750 W Sam Houston Pkwy N Suite 100

Houston Tx 77064

(Office) 832-487-1955 (Cell) 832-978-0852

[sgilmore@netversant.com](mailto:sgilmore@netversant.com)

Date: \_\_\_\_\_

**CONSIDER APPROVAL OF CONTRACTED SERVICES  
FOR DISTRICT INFORMATION TECHNOLOGY SKYWARD PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Go IT Services, Inc. for professional services for Skyward Help Desk support in the amount of \$83,200.

**IMPACT/RATIONALE:**

Go IT Services has been the District's Information Technology service provider since the Fall of 2009. LCISD is implementing the Skyward student information system. To ensure timely and consistent responses to Skyward assistance requests, the district needs a dedicated and staffed Skyward support line.

**PROGRAM DESCRIPTION:**

Go IT Services will work with District staff to perform services, they will provide:

- Acquire knowledge of Skyward user operations through district-provided training.
- Receive, acknowledge, and troubleshoot user issues with Skyward via telephone, email, and/or other internal communication of issues.
- Document user issues and work to resolve them through acquired knowledge of the system, escalation to district subject matter experts (SME) or to the vendor.
- Document resolution and work towards creating a knowledge base that can be used for recurring cases.

The Skyward Help Desk will be manned full time through January, 2014 and then re-evaluated at that point. If the need diminishes, the number of hours for Go IT Services support would decrease accordingly. The cost is \$65 per hour. Funds from the Technology portion of the 2011 Bond referendum dedicated to the Skyward implementation will be used to fund this service.

The estimated cost is as follows:

- Full-time support October, 2013 – January, 2014 - \$10,400 x 5=\$41,600
- Half-time support February, 2014 – July, 2014 - \$5,200 x 6=\$31,200
- Full-time support August, 2014 - \$10,400 x 1=\$10,400
- Total=\$83,200

Submitted By: David Jacobson, Chief Technology Information Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF PURCHASE OF ADDITIONAL  
REPORTING AND TECHNICAL SUPPORT SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve report writing and technical support services as needed from Skyward in the amount of \$15,000.

**IMPACT/RATIONALE:**

As the school year progresses, needs for additional reports to be written by Skyward will increase. To respond to those requests in a timely manner, the district needs to be able to quickly access Skyward assistance. Also, additional or after-hours technical support may once again be required.

**PROGRAM DESCRIPTION:**

Skyward will provide custom report writing services as requested by the district. Lamar CISD will work with Skyward to develop the report standards. Based on those standards, Skyward will provide a quote for the job for district approval. In addition, at the discretion of the district, Skyward may provide technical support beyond the scope of the contract at additional cost.

Funds from the Technology portion of the 2011 Bond referendum dedicated to the Skyward implementation will be used to fund these services. The estimated cost of \$15,000 is based on past experience with Skyward services and should be sufficient to allow the district to move forward with time-sensitive needs.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**STATEMENT OF WORK (SOW)  
FOR  
SKYWARD  
CUSTOMER SUPPORT SERVICES**

***Lamar Consolidated Independent  
School District***

***September 9, 2013***

**Appendix C**  
**Statement of Work (SOW)**  
**Customer Support of LCISD Skyward**  
**DIR Deliverables Based IT Services**  
**Lamar Consolidated Independent School District**

**1. Introduction**

This statement of work covers services to be performed by Go IT Services for Lamar Consolidated ISD (LCISD) as related to the customer support, issue management, troubleshooting, and vendor escalation services as required for the successful operation of the Skyward Student Information System (SIS) used by LCISD district and campus personnel.

This statement of work is governed by contract number DIR-SDD-1969 as executed by and between the Texas Department of Information Resources and Go IT Services.

**2. Background**

LCISD is an independent school district covering the Richmond/Rosenberg area. Beginning with the 2013/14 school year, LCISD is implementing Skyward SIS to replace a legacy system. LCISD wishes to use Go IT Services resource(s) to temporarily fill a void in the district's customer support capacity for this new implementation.

Initially, the district will need a full time equivalent resource (FTE) with the need dwindling to less than an FTE by January 2014.

**3. Scope**

**3.1 Project-Based Services**

- Acquire knowledge of Skyward user operations through district provided training.
- Receive, acknowledge, and troubleshoot user issues with Skyward via telephone, email, and/or other internal communication of issues.
- Document user issues and work to resolve them through acquired knowledge of the system, escalation to district subject matter experts (SME) or to the vendor.
- Document resolution and work towards creating a knowledge base that can be used for recurring cases.

**3.2 Out of Scope Services**

- Technical troubleshooting of database or program code.
- All other services not included in Project-Based Services above.

**4. Deliverables**

- Deliverables are comprised of services performed to document, triage, resolve, and close customer issues as related to Project-Based Services above.

**Appendix C**  
**Statement of Work (SOW)**  
**Customer Support of LCISD Skyward**  
**DIR Deliverables Based IT Services**  
**Lamar Consolidated Independent School District**

- Deliverables will be provided on the dates specified by LCISD IT. Any changes to the delivery date must have prior approval (in writing) by the Customer contract manager or designate.
- All deliverables will be submitted in a format approved by the Customer contract manager.

**5. Reports and Meetings**

- The Vendor will provide the Customer contract manager with weekly progress reports of this project. These are due to the Customer contract manager by the close of business of the first day of the week following a week in which work was performed.
- The progress report shall cover all work performed and completed during the week for which the progress report is provided.
- The progress report shall include the number of hours worked during the week for which the progress report is provided.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or requirements for resolution.

**6. Service Level Agreement**

The items listed below are service levels incorporated into the SOW service level agreement.

- Quality assurance of applicable work (fitness for use, accuracy, precision, completeness)
- Production of quality of documentation, communications, processes, and plans
- Delivery of required communications (meetings, reports, calls, emails)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)

**7. Period of Performance**

The performance period of this statement of work is 11 months commencing on October 1, 2013. This statement of work may be renewed upon agreement of Go IT Services and LCISD.

**8. Invoices**

The vendor will produce and deliver invoices to the customer's Director of Technology office on a bi-weekly basis for all work completed. Payments will be made in accordance with Appendix A of the DIR-SDD-1969 Contract.

**9. Customer Furnished Equipment, Space, and Work**

The customer is required to provide access to LCISD infrastructure and personnel to facilitate the required work.

LCISD will provide a suitable work environment that includes a desk, computer, access to LCISD network resources, use of a telephone, and email client.

**Appendix C  
Statement of Work (SOW)  
Customer Support of LCISD Skyward  
DIR Deliverables Based IT Services  
Lamar Consolidated Independent School District**

**10. Pricing**

All Project-Based Services will be worked at an hourly rate of \$65 per hour.

**11. Approval**

This statement of work is approved by both LCISD and Go IT Services as signified by signatures of representatives of both below.

For Go IT Services, Inc

For Lamar Consolidated Independent School District

By:

By:

Name: Jamal Khalil

Name:

Title: President

Title:

**CONSIDER APPROVAL OF McAfee ENDPOINT PROTECTION**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of McAfee Antivirus protection software from Future Com in the amount of \$116,177.95 per year for three years.

**IMPACT/RATIONALE:**

The McAfee Endpoint Protection Suite provides the District a comprehensive package of products to protect District computers and servers from viruses and malware. The Endpoint Protection Suite is integrated with the McAfee ePolicy Orchestrator management platform that allows us to manage and deploy security to all our computers and servers using a single environment. There is not another suite on the market that provides the same management capabilities. Network Services staff have continually evaluated other malware products and have found none better than McAfee to date for the combination of protection and management that it provides. In a 2013 evaluation of 11 leading endpoint protection products conducted by NSS Labs, Inc., the world's leading information security research and advisory company, the results showed that McAfee's protection was far superior to all the others.

**PROGRAM DESCRIPTION:**

Lamar CISD has used McAfee antivirus and malware protection for several years. This three-year renewal provides protection for more computers and servers than previous agreements at a lower annual cost. Pricing is offered through DIR contract and will be paid out of local funds.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

A Quotation for		Quotation Information	
<b>Contact Name:</b>	Vincent Lapetino	<b>Quote Number:</b>	130820SB172241-1
<b>Company Name:</b>	Lamar CISD	<b>Quote Date:</b>	8/20/2013
<b>Address:</b>	4907 Avenue I	<b>Payment Terms:</b>	Net 30
<b>City/St/Zip:</b>	ROSENBERG TX 77471	<b>Future Com Rep:</b>	Derek McKean
<b>Phone #:</b>	832-223-0215	<b>Direct Phone:</b>	817-510-1135
<b>Email:</b>	VINCEL@LCISD.ORG	<b>Email:</b>	Derek.McKean@fcltd.net
		<b>Quote Expiration:</b>	9/27/2013
		<b>Contract #:</b>	DIR-SDD-1887

Item	Qty	Part Number	Description	List Price	Unit Price	%Discount	Extended
<b>Option : 1</b>							
1	14,000	EPAYLM-AA	McAfee Endpoint Protection - Adv 3 years gold 24x7 Support	\$94.39	\$31.15	67.00	\$436,100.00
2	9	MOVCKE-AB-AL	McAfee MOVE AV for Virtual Servers Perpetual License includes 1 year gold 24x7 Support	\$225.00	\$225.00	0.00	\$2,025.00
3	9	MOVYCM-AB-AL	McAfee MOVE AV for Virtual Servers 2nd Year gold 24x7 Support	\$90.00	\$90.00	0.00	\$810.00
4	9	MOVYCM-AB-AL	McAfee MOVE AV for Virtual Servers 3rd Year gold 24x7 Support	\$90.00	\$90.00	0.00	\$810.00
5	1	DISCT	Discount	\$0.00	\$-91,211.15	0.00	\$-91,211.15
						<b>Total:</b>	<b>\$348,533.85</b>
<b>Option : 2</b>							
7	32	PSFC-TM-MCAFEE EPO	Desktop Security Solutions – McAfee. Services to include: ePO upgrade, ePO health check, Move, and OVI implementation (Executed Statement of Work required)	\$232.00	\$185.00	20.26	\$5,920.00
						<b>Total:</b>	<b>\$5,920.00</b>
<b>Notes:</b>	Option 1: 3 Year Renewal plus new McAfee MOVE solution for 3 years. 3 annual payments of \$116,177.95 each for all McAfee products and maintenance. Option 2: Future Com professional services will be bill separately upon completion of services.						

**Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order. Upon execution thereof, the order should be made out to Future Com and emailed or faxed to the following:**

**Fax: 817-510-1159**  
**Email: orders@fcltd.net**

**Future Com, Ltd.**  
**807 Forest Ridge Drive, Suite #105**  
**Bedford, TX 76022**  
**Toll Free: 888-710-5250**

**Purchase Order requirement:**

- Terms subject to credit approval, 500 minimum amount, past due amounts accrue interest daily
- Quantity, Part #, Product, Price
- PO Number, PO Date, Terms
- Ship-to, Bill-to addresses, Phone #'s, Contact
- Signature of authorized agent (if place for signature)
- Applicable Sales Tax/Tax Exempt ID #
- Minimum shipping is \$35.00
- Restocking fee is 15%

Future Com is the national leader in security and network management solutions. Through forward thinking, we are our customer's best provider of products and services. We consistently exceed the expectations of our customers and our strategic partners. We are the best in the industry.

**CONSIDER APPROVAL OF FOOD SERVICES  
POINT OF SALE (POS) REPLACEMENT COMPUTERS**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of replacement computers for Food Services POS computers in the amount of \$66,015.77 from Dell Computers.

**IMPACT/RATIONALE:**


The computers in use in nearly every cafeteria sale line are very old and failing at a very high rate. Most of them can no longer be upgraded due to below-minimum specifications. Cafeteria staff members have to write down each sale by hand when a POS computer is inoperable and then enter them into the system later. This drastically slows down the cafeteria lines and wastes staff time.

**PROGRAM DESCRIPTION:**

All 67 POS computers will be replaced as part of this project to standardize systems across the district. Machines that are still viable will be used as hot swap spares or repurposed to other locations. Funds from the Technology portion of the 2011 bond referendum dedicated to computer refresh will be used to fund this project. Pricing is offered through DIR contract.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent





## QUOTATION

**Quote #:** 662712895  
**Customer #:** 112761142  
**Contract #:** 42AFU  
**Customer Agreement #:** DIR SDD-1951  
**Quote Date:** 09/09/2013  
**Customer Name:** LAMAR CISD

**Date:** 9/9/2013

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

<b>SALES REP:</b>	LOREN C ALBANESE	<b>PHONE:</b>	1800 - 5713355
<b>Email Address:</b>	<a href="mailto:Loren.Albanese@Dell.com">Loren.Albanese@Dell.com</a>	<b>Phone Ext:</b>	5138843

**GROUP: 1 QUANTITY: 67 SYSTEM PRICE: \$950.93 GROUP TOTAL: \$63,712.31**

Description	Quantity
OptiPlex 3011 All in One (210-ABJY)	67
4GB (1x4GB) 1600MHz DDR3L Memory (370-AAMN)	67
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	67
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	67
Dell Wireless 1540 Software (555-BBFB)	67
500GB 3.5inch Serial ATA (7.200 Rpm) Hard Drive (400-AANO)	67
Windows 8 Pro, 64-bit, OptiPlex, English (619-AABX)	67
Non-Canada Orders only (332-1286)	67
Up to 90 % efficient PSU Base 50,8 cm (20") Integrated Graphics, Touch, OptiPlex 3011 AIO (329-BBJK)	67
Heat Sink for Integrated Graphics, OptiPlex 3011 AIO (412-AAAX)	67
Dell MS111 USB Optical Mouse (570-AACW)	67
Energy Star 5.2 Category B (less than 175kWh TEC), EPEAT Gold, Dell Settings, OptiPlex 3011 (387-BBCR)	67
Optical Bezel, OptiPlex 3011 AIO (429-AACL)	67
8x Slimline DVD+/-RW Drive (429-AACN)	67
Dell Wireless 1540 half mini-P (555-BBFP)	67
System Power Cord,125V,1M, C5, US STANDARD (450-AAPQ)	67
MS Media : Windows 8 (64Bit) Resource DVD (620-AABF)	67
Dell Backup and Recovery Manager Professional for Windows 8 (637-AAAJ)	67
Safety/Environment and Regulatory Guide (English) (340-ABSZ)	67
No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	67
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0903)	67
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (995-1923)	67
Dell Limited Hardware Warranty Plus Service Initial Year (995-4093)	67
Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303)	67
No UPC/POD Label (389-BCGW)	67

1-Watt BIOS (340-ABMZ)	67
No Diagnostic/Recovery CD media (340-ABJI)	67
Tech Sheet, English, Dell OptiPlex 3011, Factory Install (340-ABTT)	67
Intel Core i3-3220 Processor (Dual Core, 3MB Cache, 3.30GHz, w/ HD2500 Graphics), Dell OptiPlex 3011 AIO (338-BCDF)	67
No DDPE Encryption Software (954-3465)	67
No Chassis Intrusion Switch (461-AAAW)	67
NO INTEL RESPONSIVE (551-BBBJ)	67
Shipping Material, Direct (340-ABQV)	67
Shipping Label for AIO, DAO (389-BBUU)	67
AIO 3011 Basic Stand (575-BBBO)	67
Thank You for Choosing Dell (730-4918)	67
PowerDVD Software not included (429-AAGQ)	67
Regulatory Label, 180W, Touch, OptiPlex 3011 AIO (389-BBUW)	67
Intel Core I3 Processor Label (338-BCKD)	67
Touch LCD, Dell OptiPlex AIO (391-BBDN)	67
INTEL MANAGEMENT ENGINE 8.1 COMPONENTS INSTALLER (340-ABRS)	67
Dell Digital Delivery Client (421-4047)	67
Thank you for buying Dell (421-9982)	67
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	67
Visit www.dell.com/encryption (632-BBBZ)	67
Thank you for buying Dell (632-BBCB)	67
ODM Info (640-BBJB)	67
Windows Live, 8, OptiPlex (641-AAAD)	67
Dell Client System Update (658-BBML)	67
Waves Maxx Audio Royalty (658-BBNF)	67
No Anti-Virus SW (650-AAHJ)	67
180W 3P, A/C Adapter, Dell OptiPlex (450-AAJK)	67

**SOFTWARE & ACCESSORIES****GROUP TOTAL: \$2,303.46**

Product	Quantity	Unit Price	Total
Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision,Customer Install (330-9456)	67	\$17.19	\$1,151.73
Dell USB Entry Keyboard 104 KB113 CUS (331-6404)	67	\$17.19	\$1,151.73

<b>*Total Purchase Price:</b>	<b>\$66,015.77</b>
<b>Product Subtotal:</b>	\$66,015.77
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or

omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by LAMAR CISD for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts). All information supplied to LAMAR CISD for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit [www.dell.com](http://www.dell.com).

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).

**INFORMATION ITEM: QUARTERLY ACADEMIC UPDATE**

During the Board/Superintendent team planning session, the Board asked the Superintendent to develop a set of key indicators from the district improvement plan for quarterly reports to the Board. The purpose of the quarterly report is to keep the focus of the Board, the administration, and the district on student performance. This workshop will focus on how Campus Instructional Technology Specialists (CITS) support instructional innovation in classrooms across the District.

Resource Person: Dr. Thomas Randle, Superintendent

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

- Exhibit "A" gives the LCISD collections made during the month of August 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 August 31, 2013, Lamar had collected 99.1% 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  
August 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	\$ 199,752.47	\$ 28,002.70	\$ 35,041.31	\$ 262,796.48	\$ 149,456.70	\$ 55,993.19	\$ 50,295.77	\$ 7,050.82
11	\$ 28,756.03	\$ 7,989.49	\$ 6,523.50	\$ 43,269.02	\$ 21,101.78	\$ 12,386.37	\$ 7,654.25	\$ 2,126.62
10	\$ 12,175.28	\$ 4,074.60	\$ 2,488.86	\$ 18,738.74	\$ 9,101.50	\$ 5,534.75	\$ 3,073.78	\$ 1,028.71
09	\$ (27,603.04)	\$ 4,320.62	\$ 1,953.02	\$ (21,329.40)	\$ (21,569.90)	\$ 5,416.52	\$ (6,033.14)	\$ 857.12
08	\$ (11,593.30)	\$ 2,564.67	\$ 1,029.90	\$ (7,998.73)	\$ (8,985.56)	\$ 3,112.65	\$ (2,607.74)	\$ 481.92
07	\$ 4,378.35	\$ 2,389.06	\$ 655.19	\$ 7,422.60	\$ 3,422.09	\$ 2,519.35	\$ 956.26	\$ 524.90
06	\$ 9,907.29	\$ 7,288.17	\$ 2,316.20	\$ 19,511.66	\$ 8,518.18	\$ 8,583.12	\$ 1,389.11	\$ 1,021.25
05	\$ 891.81	\$ 915.58	\$ 293.85	\$ 2,101.24	\$ 785.68	\$ 1,100.51	\$ 106.13	\$ 108.92
04	\$ 433.02	\$ 496.27	\$ 185.85	\$ 1,115.14	\$ 380.57	\$ 622.07	\$ 52.45	\$ 60.05
03	\$ 476.87	\$ 605.59	\$ 162.37	\$ 1,244.83	\$ 429.74	\$ 708.11	\$ 47.13	\$ 59.85
02	\$ 223.04	\$ 269.04	\$ 61.52	\$ 553.60	\$ 201.00	\$ 303.98	\$ 22.04	\$ 26.58
01	\$ 278.31	\$ 420.25	\$ 104.78	\$ 803.34	\$ 250.80	\$ 483.50	\$ 27.51	\$ 41.53
00	\$ 183.09	\$ 298.21	\$ 72.20	\$ 553.50	\$ 168.28	\$ 346.30	\$ 14.81	\$ 24.11
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ 9.54	\$ 17.84	\$ 4.11	\$ 31.49	\$ 8.82	\$ 20.60	\$ 0.72	\$ 1.35
97	\$ 37.09	\$ 59.96	\$ 10.41	\$ 107.46	\$ 34.29	\$ 65.84	\$ 2.80	\$ 4.53
96	\$ 35.65	\$ 74.85	\$ -	\$ 110.50	\$ 35.65	\$ 91.42	\$ -	\$ -
95	\$ 45.59	\$ 91.48	\$ 17.50	\$ 154.57	\$ 43.15	\$ 104.09	\$ 2.44	\$ 4.89
94	\$ 0.90	\$ 2.13	\$ 17.02	\$ 20.05	\$ 0.85	\$ 2.47	\$ 0.05	\$ 0.11
93	\$ 70.47	\$ 173.37	\$ 36.58	\$ 280.42	\$ 67.33	\$ 202.22	\$ 3.14	\$ 7.73
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	\$ 70.55	\$ 208.15	\$ 41.81	\$ 320.51	\$ 59.05	\$ 216.04	\$ 11.50	\$ 33.92
88 & prior	\$ 84.45	\$ 259.24	\$ 51.56	\$ 395.25	\$ 68.84	\$ 262.90	\$ 15.61	\$ 47.90
<b>Totals</b>	<b>\$ 218,613.46</b>	<b>\$ 60,521.27</b>	<b>\$ 51,067.54</b>	<b>\$ 330,202.27</b>	<b>\$ 163,578.84</b>	<b>\$ 98,076.00</b>	<b>\$ 55,034.62</b>	<b>\$ 13,512.81</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 8-30-13
12	\$ 136,145,655.46	\$ 5,652,042.78	\$ 141,797,698.24	\$ 140,561,034.28	\$ 603,223.33	\$ 174,741.40	\$ 141,338,999.01	\$ 1,236,663.96
11	\$ 1,526,426.10	\$ (64,336.82)	\$ 1,462,089.28	\$ 915,762.07	\$ 220,898.56	\$ 227,997.56	\$ 1,364,658.19	\$ 546,327.21
10	\$ 712,478.78	\$ 13,438.46	\$ 725,917.24	\$ 329,316.64	\$ 99,316.40	\$ 70,673.09	\$ 499,306.13	\$ 396,600.60
09	\$ 531,424.87	\$ (27,689.99)	\$ 503,734.88	\$ 177,478.78	\$ 81,086.36	\$ 45,568.84	\$ 304,133.98	\$ 326,256.10
08	\$ 360,340.24	\$ 28,960.15	\$ 389,300.39	\$ 129,731.68	\$ 49,575.53	\$ 23,966.09	\$ 203,273.30	\$ 259,568.71
07	\$ 287,280.27	\$ 34,074.91	\$ 321,355.18	\$ 75,507.07	\$ 17,581.41	\$ 7,749.31	\$ 100,837.79	\$ 245,848.11
06	\$ 222,534.53	\$ 1,723.47	\$ 224,258.00	\$ 45,452.39	\$ 25,750.76	\$ 9,239.41	\$ 80,442.56	\$ 178,805.61
05	\$ 216,529.51	\$ (1,556.40)	\$ 214,973.11	\$ 23,308.55	\$ 16,658.25	\$ 5,340.16	\$ 45,306.96	\$ 191,664.56
04	\$ 134,192.21	\$ (2,400.40)	\$ 131,791.81	\$ 16,388.44	\$ 13,203.15	\$ 4,380.91	\$ 33,972.50	\$ 115,403.37
03	\$ 121,282.11	\$ (48,452.08)	\$ 72,830.03	\$ 11,255.64	\$ 11,119.14	\$ 2,805.50	\$ 25,180.28	\$ 61,574.39
02	\$ 106,981.89	\$ (51,673.49)	\$ 55,308.40	\$ 9,542.03	\$ 10,008.04	\$ 2,105.73	\$ 21,655.80	\$ 45,766.37
01	\$ 83,228.49	\$ (34,656.24)	\$ 48,572.25	\$ 9,096.06	\$ 11,545.04	\$ 2,429.71	\$ 23,070.81	\$ 39,476.19
00	\$ 71,500.23	\$ (29,133.78)	\$ 42,366.45	\$ 9,319.60	\$ 12,908.25	\$ 2,664.22	\$ 24,892.07	\$ 33,046.85
99	\$ 68,463.25	\$ (24,687.71)	\$ 43,775.54	\$ 7,775.64	\$ 11,446.76	\$ 2,227.29	\$ 21,449.69	\$ 35,999.90
98	\$ 58,230.23	\$ (23,396.25)	\$ 34,833.98	\$ 7,558.81	\$ 11,914.64	\$ 2,239.21	\$ 21,712.66	\$ 27,275.17
97	\$ 52,779.15	\$ (21,817.42)	\$ 30,961.73	\$ 6,978.95	\$ 11,591.61	\$ 2,063.76	\$ 20,634.32	\$ 23,982.78
96	\$ 50,566.35	\$ (19,620.95)	\$ 30,945.40	\$ 5,281.32	\$ 9,698.91	\$ 1,862.59	\$ 16,842.82	\$ 25,664.08
95	\$ 39,898.13	\$ (10,401.47)	\$ 29,496.66	\$ 4,160.55	\$ 8,730.23	\$ 1,904.98	\$ 14,795.76	\$ 25,336.11
94	\$ 31,443.94	\$ (8,517.74)	\$ 22,926.20	\$ 3,798.08	\$ 8,493.43	\$ 1,843.50	\$ 14,135.01	\$ 19,128.12
93	\$ 29,766.02	\$ (14,863.79)	\$ 14,902.23	\$ 3,895.05	\$ 9,069.53	\$ 1,940.01	\$ 14,904.59	\$ 11,007.18
92	\$ 27,735.63	\$ (15,721.44)	\$ 12,014.19	\$ 4,218.61	\$ 10,371.05	\$ 2,182.25	\$ 16,771.91	\$ 7,795.58
91 & prior	\$ 30,008.31	\$ (3,786.72)	\$ 26,221.59	\$ 8,430.48	\$ 23,049.88	\$ 4,674.77	\$ 36,155.13	\$ 17,791.11
<b>Totals</b>	<b>\$140,908,745.70</b>	<b>\$5,327,527.08</b>	<b>\$146,236,272.78</b>	<b>\$142,365,290.72</b>	<b>\$1,277,240.26</b>	<b>\$600,600.29</b>	<b>\$144,243,131.27</b>	<b>\$3,870,982.06</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>	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%
<b>JULY</b>	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%
<b>AUG</b>	99.1%	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 AUGUST 31, 2013**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 8-31-13</b>	<b>% OF BUDGET COLLECTED</b>
2012	2012-13	\$139,195,507	\$140,561,034	100.98%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$1,804,256	78.45%
<b>TOTAL</b>		<b>\$141,495,507</b>	<b>\$142,365,291</b>	<b>100.61%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF AUGUST 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	140,561,034
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,652,043
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	915,762	
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	(64,337)	
3 Collections	\$ 267,371	\$ 248,471	\$ 368,541	329,317		
Adj. To Roll	\$ 21,693	\$ 96	\$ 67,079	13,438		
4 Collections	\$ 136,983	\$ 223,830	177,479			
Adj. To Roll	\$ 54,869	\$ 102,644	(27,690)			
5 Collections	\$ 170,751	129,732				
Adj. To Roll	\$ 115,743	28,960				
6 Collections	\$ 75,507					
Adj. To Roll	\$ 34,075					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 110,649,556	\$ 125,258,017	\$ 130,049,577	\$ 133,465,893	\$ 137,033,469	\$ 140,561,034
<b>ADJUSTED TAX ROLL</b>	\$ 110,895,404	\$ 125,517,585	\$ 130,375,834	\$ 133,862,492	\$ 137,579,796	\$ 141,797,698
<b>BALANCE TO BE COLLECTED</b>	\$ 245,848	\$ 259,568	\$ 326,257	\$ 396,599	\$ 546,327	\$ 1,236,664
<b>ADJ. TAXABLE VALUE</b>	\$ 8,545,863,985	\$ 9,672,684,064	\$ 10,047,072,304	\$ 9,810,010,070	\$ 9,897,471,008	\$ 10,200,906,316
<b>TOTAL % COLLECTIONS AS OF AUGUST 31, 2013</b>	99.8%	99.8%	99.7%	99.7%	99.6%	99.1%
<b>TAX RATE</b>	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

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**INFORMATION ITEM: CITY OF ROSENBERG NOTIFICATION OF INTENT TO  
ENTER INTO TAX ABATEMENT AGREEMENT**

The City of Rosenberg has notified Lamar CISD of their intent to enter into a tax abatement agreement with Aldi (Texas) L.L.C. A copy of the approved agreement is attached. Resolution R-1682, authorizing the City Manager to execute the agreement, was approved at the September 3<sup>rd</sup> City Council meeting.

Resource Person: Dr. Thomas Randle, Superintendent



August 23, 2013

Honorable Robert Hebert  
Judge, Fort Bend County  
301 Jackson Street, Suite 719  
Richmond, Texas 77469

Dr. Thomas Randle  
Superintendent, Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, Texas 77471

Re: Notification of Intent to Enter into Tax Abatement Agreement

Gentlemen,

Please accept this letter as notification of the intent of the City of Rosenberg to enter into a tax abatement agreement with Aldi (Texas) L.L.C. A proposed copy of this agreement is attached. Resolution R-1682, authorizing the City Manager to execute the agreement, will be considered at the September 3<sup>rd</sup> City Council meeting.

Please be advised this notice is being provided at least seven (7) days prior to the date of the meeting of the City Council at which the abatement agreement will be considered, in accordance with Chapter 312 of the Texas Property Tax Code. Should you have any questions, please do not hesitate to contact me at 832-595-3330 or via email at [mattf@ci.rosenberg.tx.us](mailto:mattf@ci.rosenberg.tx.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Fielder", with a long horizontal flourish extending to the right.

Matt Fielder  
Economic Development Director

Cc: Robert Gracia, Interim City Manager

**RECEIVED**

**AUG 27 2013**

**LAMAR CISD  
SUPERINTENDENT'S OFFICE**

RESOLUTION NO. R-1682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A TAX ABATEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND ALDI (TEXAS) L.L.C.

\* \* \* \* \*

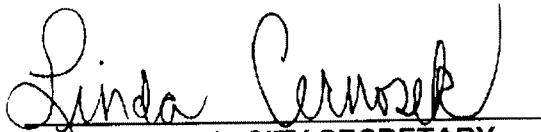
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The Interim City Manager is hereby authorized to execute a Tax Abatement Agreement (Agreement) by and between the City of Rosenberg, Texas, and Aldi (Texas) L.L.C.

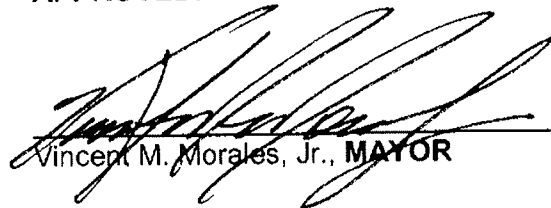
Section 2. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

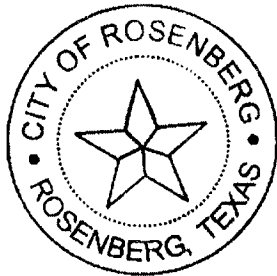
PASSED, APPROVED, AND RESOLVED this 3<sup>rd</sup> day of September 2013.

ATTEST:

  
Linda Cernosek, CITY SECRETARY

APPROVED:

  
Vincent M. Morales, Jr., MAYOR



**TAX ABATEMENT AGREEMENT BETWEEN  
THE CITY OF ROSENBERG, TEXAS,  
AND ALDI (TEXAS) L.L.C.**

This tax abatement agreement (the "**Agreement**") is made between the **City of Rosenberg, Texas** (the "**City**"), a municipal corporation of the State of Texas, and **Aldi (Texas) L.L.C.** a Texas limited liability company (the "**Owner**").

**1. Authorization and Findings.** This Agreement complies with and is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended. The City's city council finds that:

- (a) The City has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law and the Owner's request for tax abatement conforms to those Guidelines and Criteria; and
- (b) The City has created Reinvestment Zone No. 17 in accordance with Texas Tax Code, Chapter 312, and the Property subject to tax abatement under this Agreement is located within said Zone; and
- (c) The Property for which abatement is granted in this Agreement is not owned or leased by a member of the City's city council or the planning and zoning commission; and
- (d) The City's city council approved this Agreement by an affirmative vote of a majority of its members at a regularly scheduled council meeting.

**2. Definitions.** In this Agreement:

*Certified Appraised Value* means the appraised value of the Property and existing improvements as certified by the Fort Bend County Central Appraisal District.

*City* means the City of Rosenberg, Texas.

*City manager* means the City's city manager or any person designated or authorized to act for the city manager.

*District* means the Fort Bend County Central Appraisal District.

*Eligible Tangible Personal Property* means fixed machinery, equipment, and process units erected, placed, or located by Owner on the Property, designed, intended, and used as an integral part of the distribution processes or headquarters function on the Property, but excluding Eligible Tangible Personal Property that was located on the Property at any time prior to the date of the Agreement, and also excluding Eligible

Tangible Personal Property taxable by the City while owned by Owner at any time prior to the date of execution of this Agreement.

*Employee* means a person employed by the Owner, or a third party, exclusively at the Owner's New Facility in support of the Owner's operations (including but not limited to Vice Presidents, Directors, District Managers, and Transportation Company). Full time employees will be defined as an individual eligible to receive benefits as a full time employee of the company under its employment policies. The owner's employees compensation shall include a benefits package containing any benefits then offered to Aldi employees in similar positions.

*Improvements* means buildings and structures (or portions thereof) and other improvements, which are to be erected or expanded by Owner on the Property, to be used as a divisional headquarters and distribution facility containing approximately 650,000 square feet of office and warehouse space, and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the buildings or structures, as generally identified and described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

*Ineligible Tangible Personal Property* means tangible personal property other than Eligible Tangible Personal Property, including, but not limited to, inventory, supplies, tools, and furnishings; rolling stock, railroad cars, trucks, aircraft, or any other vehicles that are intended to be means of transportation of equipment, raw materials or any other products or services whatsoever; and other forms of moveable personal property which are not intended or used as an integral part of the distribution processes of the Owner on the Property.

*Owner* means Aldi (Texas) L.L.C., the entity that owns the real property on the date taxes are abated under this Agreement or any other person or entity to which this Agreement is assigned in accordance with this Agreement.

*Property* means the approximate 81-acre tract of vacant land described on **Exhibit B** attached hereto and incorporated herein for all purposes, which tract of vacant land is located within the Reinvestment Zone 17.

*Reinvestment Zone* means that certain area qualifying for tax abatement pursuant to the Guidelines and Criteria for Granting Tax Abatement in the City of Rosenberg, Texas, and City of Rosenberg Ordinance No.2013-32, a copy of which is attached hereto as **Exhibit C** and incorporated herein for all purposes.

**3. Tax Abatement.** Subject to limitations imposed by law and conditioned on the Responsibilities of the Owner outlined in Section 4 herein below, there shall be granted and allowed hereunder to the Owner a property tax abatement at the rates described below on the Improvements and Eligible Tangible Personal Property constructed, installed or expanded hereunder on the Property; provided, however, if the Certified Appraised Value of the Property for any year during the term of this Agreement is less than the

Certified Appraised Value of the Property for 2016, such abatement shall not apply to the Improvements and Eligible Tangible Personal Property to the extent of the difference between the Certified Appraised Value of the Property for such year and the Certified Appraised Value of the Property for 2016.

For the Improvements generally identified in **Exhibit A**, and further described as 650,000 square feet of divisional headquarters and distribution space to be constructed by August 31, 2015 ( which subject date shall be extended due to extenuating circumstances or uncontrollable delays), as well as any future improvements constructed at or on the Property by the Owner during the term of this Agreement, there shall be granted an allowed a property tax abatement on both the Improvements and Eligible Tangible Personal Property at the following rates:

<u>Effective Tax Year</u>	<u>% Abated</u>
2016	70%
2017	70%
2018	70%
2019	70%
2020	70%
2021	70%
2022	70%
2023	70%
2024	70%
2025	70%

The property tax abatement granted and allowed hereunder shall extend only to all real and personal property ad valorem taxes assessable on the Improvements and Eligible Tangible Personal Property, as constructed, installed, or expanded, and is not granted or allowed on Ineligible Tangible Personal Property located on the Property; the Certified Appraised Value of the Property and the Ineligible Tangible Personal Property located on the Property shall be fully taxable.

**4. Responsibilities of Owner.** In consideration of receiving the tax abatement granted herein, the Owner agrees that:

(a) Improvements and Eligible Tangible Personal Property: The Improvements and Eligible Tangible Personal Property will:

- (1) be completely constructed and installed on or before October 31, 2015, which shall be extended due to extenuating circumstances or uncontrollable delays;
- (2) have a Certified Appraised Value of not less than Forty-Four Million Dollars (\$44,000,000), or the Owner shall make a payment in lieu of taxes to the City of Rosenberg equal to the difference in the actual amount of



taxes paid and thirty percent (30%) of the value of \$440,000 times the City's tax rate for the current year ; and

(3) be constructed and installed in substantial compliance with the plan shown in **Exhibit A** and in conformity with the City's ordinances.

(b) Ineligible Personal Property: The Owner agrees to maintain the following amounts of taxable inventory at the Owner's Facility (defined below), as determined by the Certified Appraised Value:

<u>Effective Tax Year</u>	<u>Inventory</u>
2016	\$14,000,000
2017	\$16,000,000
2018	\$16,000,000
2019	\$18,000,000
2020	\$18,000,000
2021	\$18,000,000
2022	\$18,000,000
2023	\$18,000,000
2024	\$18,000,000
2025	\$18,000,000

(c) Occupancy Required. For each year that taxes are abated under this Agreement, the Owner will fully occupy and use the Improvements and Eligible Tangible Personal Property (the "**Facility**") for the purposes set forth in the Owner's Application for Tax Abatement. Such occupancy shall include the maintenance of seventy-two (72) full time employees, as defined in Section 2, at the Facility. In the event that the Facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the abatement period, then this Agreement shall terminate and no further tax abatement shall be provided. The abatement of taxes for the calendar year during which the Facility no longer produces shall also terminate.

(d) District Filing. **THE OWNER IS RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(e) Owner Certification and Reports. On or before May 1 of each year of this Agreement, the Owner will certify in writing to the City's city council that the Owner is in compliance with this Agreement and that the owner will provide, upon the City's request, any information reasonably necessary for the City to determine if the owner has complied with this Agreement; provided, however,

such information shall not include the Owner's sales/revenue information nor shall it include the Owner's income statement or balance sheet.

- (f) City Access. As per City Ordinance No. 2012-39, employees and/or designated representatives of the City will have access to the books and records reflecting expenditures and investment during the term of the abatement, and to inspect the Facility to determine if the terms and conditions of this Agreement are being met. All inspections will be made only after giving twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with the Owner's safety standards. Notwithstanding any other provision of this Agreement, if the City determines that a violation of a federal, state, or local law, ordinance or regulation exists on the Property, the City may, in addition to any other authorized enforcement action, provide to the Owner written notice of such violation. For the purposes of this Agreement, the Owner shall have ten (10) days from the date of the notice to cure or remedy such violation. If the Owner fails or refuses to cure or remedy the violation within the ten (10) day period, the Owner shall be subject to the forfeiture, at the discretion of the City, of any right to any tax abatement for a portion of the period or the entire period covered by this Agreement.
- (g) Undocumented Workers. The Owner covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. The Owner understands and agrees that if the Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner will reimburse the City, in accordance with the formulas hereinafter set forth, the total amount of any payment or incentive made to, or on behalf of, the Owner, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the conviction and City's notification of the Owner of the exercise of the Owner's reimbursement obligation. The Owner agrees to allow the City, upon request, access to information necessary to ensure compliance with this Agreement. The Owner further understands and agrees that if the Owner is in default of any obligation under this Agreement, the Owner will reimburse the City in accordance with the formulas set forth in this paragraph, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the City notifies the Owner of the default, if the default has not been cured by that date. The reimbursement will be amortized with an amount equal to ten percent (10%) of the cost to the City credited to the Owner per year. Notwithstanding any contrary provisions contained herein, the Owner shall be entitled to one hundred twenty (120) days prior written

notice and opportunity to cure such default prior to the City's taking any action for implementation of any reimbursement remedy. The Owner also agrees to reimburse the City for any and all reasonable attorney's fees and costs incurred by the City as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable within one hundred twenty (120) days after the Owner receives written notice of its failure to cure such default or violation hereof.

## **5. Administration.**

- (a) This Agreement shall be administered by the City Manager of the City.
- (b) The Chief Appraiser of the District shall determine annually (i) the Certified Appraised Value of the Property, Improvements, Eligible Tangible Personal Property, and Ineligible Tangible Personal Property and (ii) the taxable value, pursuant to the terms of abatement under this Agreement, of the Property, Improvements, Eligible Tangible Personal Property and Ineligible Tangible Personal Property. The Chief Appraiser shall record both the abated taxable value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

**6. Term.** This Agreement is effective as of the date of execution hereof and shall continue through December 31, 2025, unless terminated earlier, as provided elsewhere herein.

Notwithstanding the foregoing, the Owner's obligations upon default to pay the City any taxes abated under this Agreement, and penalty and interest thereon, as herein provided shall not terminate until the abated taxes, plus penalty and interest, are paid.

## **7. Termination.**

- (a) This Agreement shall terminate on the completion of the abatement period, unless earlier terminated as provided herein.
- (b) The City Manager may terminate this Agreement at any time during its term if the Owner:
  - (1) fails to comply with any term of this Agreement;

(2) allows ad valorem taxes on the Property or any improvements or property located thereon to become delinquent, or

(3) fails to timely pay any undisputed debt owed to the City.

(c) The City will notify the Owner of the default in writing specifying the default. If the Owner fails to cure the default within 30 days from the date of the notice to cure (or, if it reasonably would require more than 30 days to cure such default, within a time reasonably necessary to cure such default after Owner's receipt of such written notice, provided Owner has undertaken procedures to cure the default within such 30-day period and diligently pursues such efforts to cure to completion), the City Manager may terminate this Agreement by written notice to the Owner specifying the date of termination. If the City Manager terminates this Agreement as provided in this Agreement, the Owner shall be liable for and will pay the City within 30 days following the date of termination of this Agreement:

(1) the applicable amount of property taxes abated under this Agreement;

(2) interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and

(3) penalties on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes.

(d) The Owner's obligations upon termination to pay to the City monies owed for taxes abated, interest and penalties thereon shall survive termination of this Agreement, and the City shall have a lien against the Owner's Property and any improvements or tangible personal property located thereon for the monies owed until paid.

**8. Notice.** All notices will be in writing and may be delivered by mail, in person, or by facsimile. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices will be delivered to the following addresses:

To the Owner: Aldi (Texas) L.L.C.  
Attn: Vice President  
2500 Westcourt Rd.  
Denton, Texas 76207

To the City: City Manager  
City of Rosenberg  
2110 Fourth Street  
Rosenberg, Texas 77471

Any party may designate a different address by giving the other party 10 days written notice in the manner prescribed above.

**9. Changes in Tax Laws.** The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

**10. Compliance with State and Local Regulations.** Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any ordinance, rule, or regulation of the City or laws of the State of Texas.

**11. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements, whether written or oral.

**12. Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be transferred or assigned by Owner only upon written permission by the City in accordance with Ordinance No. 2012-39, Section 26-58, which permission shall not be unreasonably withheld. No assignment shall be approved if the assignor or assignee is indebted to the City for ad valorem taxes or other obligations.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties as of the \_\_\_\_ day of \_\_\_\_\_ 2013.

**Aldi (TEXAS) L.L.C.**

A Texas limited liability company

By: **Aldi Inc. (Pennsylvania),**  
a Pennsylvania corporation  
Its: Secretary/Treasurer

By: \_\_\_\_\_  
Terry E. Pfortmiller  
Date: \_\_\_\_\_

**CITY OF ROSENBERG, TEXAS**

\_\_\_\_\_  
Robert Gracia, Interim City Manager

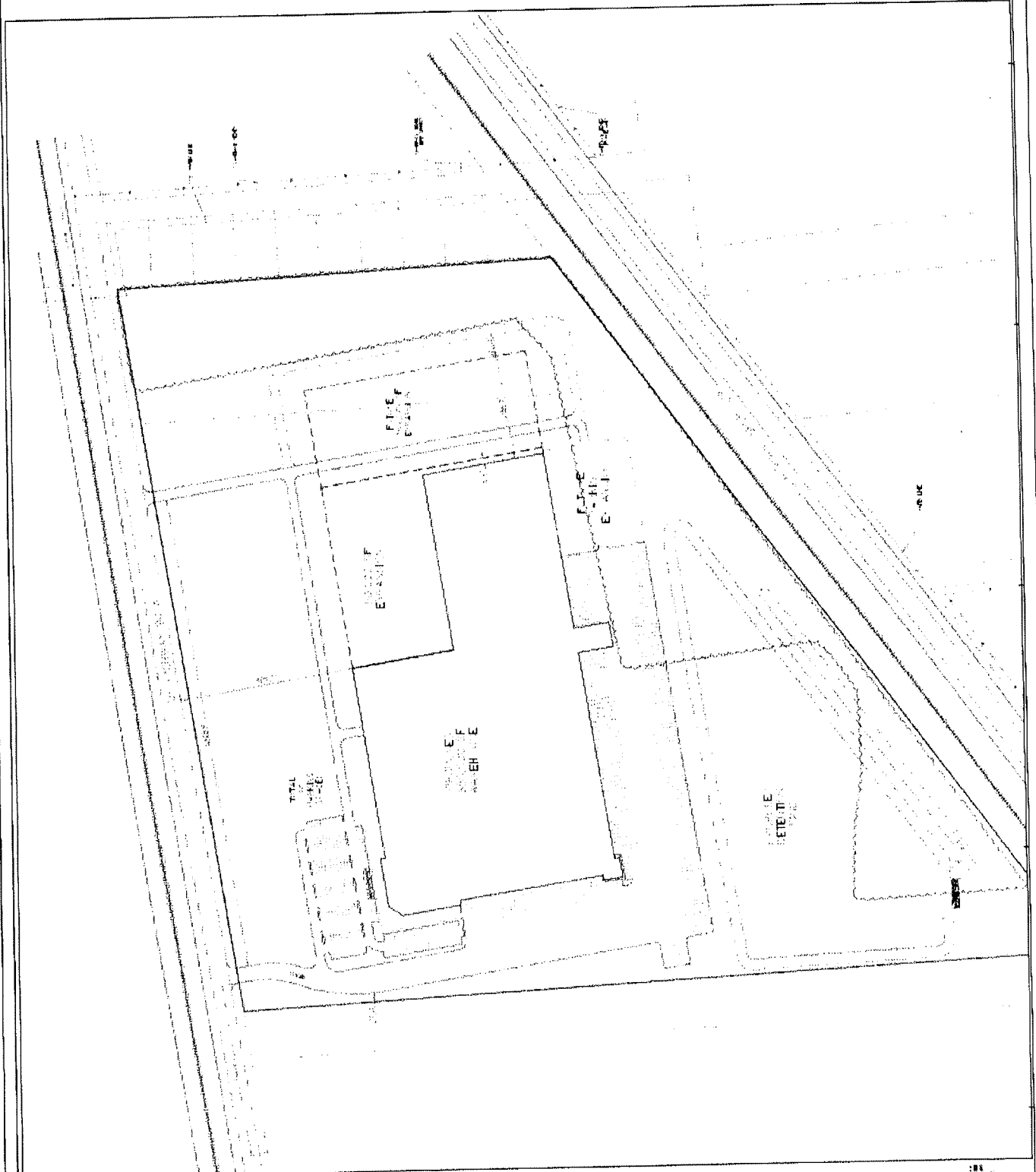
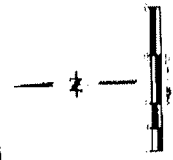
Date: \_\_\_\_\_

ATTEST/SEAL:

\_\_\_\_\_  
Linda Cernosek, City Secretary

**Attachments:**      **Exhibit A - Improvements**  
                             **Exhibit B - Legal Description of the Property**  
                             **Exhibit C - Ordinance No. 2013-32**  
                             **Exhibit D - Application for Tax Abatement**

Exhibit "A"



100-1462  
JAMES B. STEIN  
100-1462  
100-1462  
100-1462

**CHARLIE KALKOMEY SURVEYING, INC.**  
**A JONES & CARTER COMPANY**  
6415 READING ROAD  
ROSENBERG, TEXAS 77471  
281 342-2033

FIELD NOTES FOR AN 81.826 ACRE TRACT OF LAND IN THE HENRY SCOTT LEAGUE, ABSTRACT 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN CALLED 89.12 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2007004092, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, SAID TRACT ALSO BEING DESCRIBED AS A CALLED 81.86 ACRE TRACT RECORDED IN VOLUME 549, PAGE 320, DEED RECORDS, FORT BEND COUNTY, TEXAS, AND BEING AN 81.823 ACRE TRACT AS SHOWN ON SURVEY PREPARED BY FRANKLIN SCHODEK, RPLS 1535, DATED MAY 2, 2005, SAID 81.826 ACRE TRACT ALSO BEING OUT OF LOTS 22, 23, 24, 26, AND 17 OF THE ROSENBERG FARMS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 25, DEED RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS, AND ALL BOUNDARY CALLS REFERENCED HEREIN BASED UPON SAID FRANKLIN SCHODEK SURVEY OF MAY 2, 2005.

**BEGINNING** at a thick-wall  $\frac{3}{4}$  inch iron pipe found in the south right-of-way line of U. S. Highway 90-A (100-foot wide) for the northwest corner of said residue of a called 89.12 acre tract, the northwest corner of said called 81.86 acre tract, and the northwest corner of said 81.823 acre Schodek tract, same being the northeast corner of an adjoining called 7.352 acre tract recorded in Volume 544, Page 3, Deed Records, Fort Bend County, Texas, for the northwest corner and **Place of Beginning** of the herein described tract;

**THENCE** North 81 degrees 03 minutes 00 seconds East (called North 83 degrees 58 minutes East) along the north line of the herein described tract, same being the south right-of-way line of U. S. Highway 90-A, 2,023.69 feet (called 2,023.69 feet) to a 2-inch iron pipe with a  $\frac{1}{2}$  inch iron rod inside found for the northeast corner of the herein described tract, the northeast corner of said called 89.12 acre tract, the northeast corner of said called 81.86 acre tract, and the northeast corner of said 81.823 acre Schodek tract, same being the northwest corner of the adjoining Lanes Subdivision, according to map or plat thereof recorded in Volume 174, Page 484-B, Deed Records, Fort Bend County, Texas;

**THENCE** South 03 degrees 02 minutes 30 seconds East (called South 00 degrees 07 minutes 21 seconds East, adjoiner called South) along the east line of the herein described tract, same being the west line of said adjoining Lanes Subdivision, 1,203.93 feet (called 1,204.07 feet, adjoiner called 1,203.00 feet) to a  $\frac{1}{4}$ -inch x 1-inch flat iron found for the southeast corner of the herein described tract, the southeast corner of said called 89.12 acre tract, the southeast corner of said called 81.86 acre tract, and the southeast corner of said 81.823 acre Schodek tract, same being the southwest corner of said adjoining Lanes Subdivision, and being in the northerly right-of-way line of the Kansas City Southern Railroad right-of-way (100-foot wide);

CHARLIE KALKOMEY (1921-2006)  
REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES A. KALKOMEY  
REGISTERED PROFESSIONAL LAND SURVEYOR

CHRIS D. KALKOMEY  
REGISTERED PROFESSIONAL LAND SURVEYOR



**THENCE** South 53 degrees 22 minutes 57 seconds West (called South 56 degrees 18 minutes 04 seconds West) along the southerly line of the herein described tract, same being the northerly right-of-way line of said adjoining Kansas City Southern Railroad right-of-way, 2,421.99 feet (called 2,421.62 feet) to a thick-wall ¾ inch iron pipe found for the southwest corner of the herein described tract, the southwest corner of said called 81.86 acre tract, and the southwest corner of said 81.823 acre Schodek tract, same being the southeast corner of the aforementioned adjoining called 7.352 acre tract;

**THENCE** North 02 degrees 55 minutes 13 seconds West (called North 00 degrees 00 minutes 31 seconds West, adjoiner called North 02 degrees 55 minutes 20 seconds West) along the west line of the herein described tract, same being the east line of said adjoining called 7.352 acre tract, 2,335.08 feet (called 2,334.95 feet, adjoiner called 2,334.98 feet) to the **Place of Beginning** and containing 81.826 acres of land, more or less.

For reference and further description see Survey Plat No. 11985-1894-00 prepared by the undersigned on same date.

July 22, 2013

Job Number 11985-1894-00

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



Exhibit "C"

ORDINANCE NO. 2013-32

**AN ORDINANCE CREATING CITY OF ROSENBERG REINVESTMENT ZONE NO. 17, SAME BEING 81.826 ACRES OF LAND, BEING IN THE HENRY SCOTT LEAGUE, ABSTRACT 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN CALLED 89.12 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2007004092, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, SAID TRACT ALSO BEING DESCRIBED AS A CALLED 81.86 ACRE TRACT RECORDED IN VOLUME 549, PAGE 320, DEED RECORDS, FORT BEND COUNTY, TEXAS, AND BEING AN 81.823 ACRE TRACT AS SHOWN ON SURVEY PREPARED BY FRANKLIN SCHODEK, RPLS 1535, DATED MAY 2, 2005, SAID 81.826 ACRE TRACT ALSO BEING OUT OF LOTS 22, 23, 24, 26 AND 17 OF THE ROSENBERG FARMS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 25, DEED RECORDS, FORT BEND COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ALL ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, City Council has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the City of Rosenberg, Texas (Guidelines); and,

**WHEREAS**, pursuant to such Guidelines, the City Council has received an application for creation of a reinvestment zone and the granting of tax abatement; and,

**WHEREAS**, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 17; and,

**WHEREAS**, notice of such public hearing was duly given to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in proposed Reinvestment Zone No. 17; and,

**WHEREAS**, City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 17 are feasible and practical and would be a

benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and,

**WHEREAS**, the creation of Reinvestment Zone No. 17 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would benefit to property located therein and that will contribute to the economic development of the City of Rosenberg; now, therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Reinvestment Zone No. 17 is hereby created for the purpose of encouraging economic development through tax abatement. A description of the property that comprises said Reinvestment Zone No. 17 is attached hereto as Exhibit "A" and made a part hereof for all purposes. Improvements constructed, erected, or placed within Reinvestment Zone No. 17 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. The property that comprises Reinvestment Zone No. 17 is located within the corporate limits of the City of Rosenberg and is not now included within the boundaries of any current reinvestment zone.

Section 4. This designation of Reinvestment Zone No. 17 shall expire five (5) years after the date of adoption of this Ordinance.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED** by a vote of \_\_\_\_\_ "ayes" in favor and \_\_\_\_\_ "noes" against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **City Secretary**

\_\_\_\_\_  
Vincent M. Morales, Jr., **Mayor**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lora Jean D. Lenzsch, **City Attorney**

## Exhibit "A"

**CHARLIE KALKOMEY SURVEYING, INC.**  
**A JONES & CARTER COMPANY**  
 6415 READING ROAD  
 ROSENBERG, TEXAS 77471  
 281 342-2033

FIELD NOTES FOR AN 81.826 ACRE TRACT OF LAND IN THE HENRY SCOTT LEAGUE, ABSTRACT 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN CALLED 89.12 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2007004092, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, SAID TRACT ALSO BEING DESCRIBED AS A CALLED 81.86 ACRE TRACT RECORDED IN VOLUME 549, PAGE 320, DEED RECORDS, FORT BEND COUNTY, TEXAS, AND BEING AN 81.823 ACRE TRACT AS SHOWN ON SURVEY PREPARED BY FRANKLIN SCHODEK, RPLS 1535, DATED MAY 2, 2005, SAID 81.826 ACRE TRACT ALSO BEING OUT OF LOTS 22, 23, 24, 26, AND 17 OF THE ROSENBERG FARMS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 25, DEED RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS, AND ALL BOUNDARY CALLS REFERENCED HEREIN BASED UPON SAID FRANKLIN SCHODEK SURVEY OF MAY 2, 2005.

**BEGINNING** at a thick-wall ¾ inch iron pipe found in the south right-of-way line of U. S. Highway 90-A (100-foot wide) for the northwest corner of said residue of a called 89.12 acre tract, the northwest corner of said called 81.86 acre tract, and the northwest corner of said 81.823 acre Schodek tract, same being the northeast corner of an adjoining called 7.352 acre tract recorded in Volume 544, Page 3, Deed Records, Fort Bend County, Texas, for the northwest corner and **Place of Beginning** of the herein described tract;

**THENCE** North 81 degrees 03 minutes 00 seconds East (called North 83 degrees 58 minutes East) along the north line of the herein described tract, same being the south right-of-way line of U. S. Highway 90-A, 2,023.69 feet (called 2,023.69 feet) to a 2-inch iron pipe with a ½ inch iron rod inside found for the northeast corner of the herein described tract, the northeast corner of said called 89.12 acre tract, the northeast corner of said called 81.86 acre tract, and the northeast corner of said 81.823 acre Schodek tract, same being the northwest corner of the adjoining Lanes Subdivision, according to map or plat thereof recorded in Volume 174, Page 484-B, Deed Records, Fort Bend County, Texas;

**THENCE** South 03 degrees 02 minutes 30 seconds East (called South 00 degrees 07 minutes 21 seconds East, adjoiner called South) along the east line of the herein described tract, same being the west line of said adjoining Lanes Subdivision, 1,203.93 feet (called 1,204.07 feet, adjoiner called 1,203.00 feet) to a ¼-inch x 1-inch flat iron found for the southeast corner of the herein described tract, the southeast corner of said called 89.12 acre tract, the southeast corner of said called 81.86 acre tract, and the southeast corner of said 81.823 acre Schodek tract, same being the southwest corner of said adjoining Lanes Subdivision, and being in the northerly right-of-way line of the Kansas City Southern Railroad right-of-way (100-foot wide);

CHARLIE KALKOMEY (1921-2006)  
 REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES A. KALKOMEY  
 REGISTERED PROFESSIONAL LAND SURVEYOR

CHRIS D. KALKOMEY  
 REGISTERED PROFESSIONAL LAND SURVEYOR

**THENCE** South 53 degrees 22 minutes 57 seconds West (called South 56 degrees 18 minutes 04 seconds West) along the southerly line of the herein described tract, same being the northerly right-of-way line of said adjoining Kansas City Southern Railroad right-of-way, 2,421.99 feet (called 2,421.62 feet) to a thick-wall ¾ inch iron pipe found for the southwest corner of the herein described tract, the southwest corner of said called 81.86 acre tract, and the southwest corner of said 81.823 acre Schodek tract, same being the southeast corner of the aforementioned adjoining called 7.352 acre tract;

**THENCE** North 02 degrees 55 minutes 13 seconds West (called North 00 degrees 00 minutes 31 seconds West, adjoiner called North 02 degrees 55 minutes 20 seconds West) along the west line of the herein described tract, same being the east line of said adjoining called 7.352 acre tract, 2,335.08 feet (called 2,334.95 feet, adjoiner called 2,334.98 feet) to the **Place of Beginning** and containing 81.826 acres of land, more or less.

For reference and further description see Survey Plat No. 11985-1894-00 prepared by the undersigned on same date.

July 22, 2013

Job Number 11985-1894-00

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





**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

A-Rocket Moving & Storage (Bowie Elementary)	Application # 1	\$	<b>548.33</b>
A-Rocket Moving & Storage (George Jr. High)	Application # 1	\$	<b>107.33</b>
A-Rocket Moving & Storage (Polly Ryon Middle)	Application # 1	\$	<b>1,795.00</b>
A-Rocket Moving & Storage (Terry High)	Application # 1	\$	<b>793.34</b>
A-Rocket Moving & Storage (Terry High)	Application # 1	\$	<b>2,908.00</b>
A-Rocket Moving & Storage (Terry High)	Application # 1	\$	<b>2,065.00</b>
Bass Construction (Lamar HS Baseball/Softball Complex)	Application # 3	\$	<b>483,703.90</b>
Charlie Kalkomey Surveying (Lamar HS baseball/softball)	Application # 2	\$	<b>10,000.00</b>
Drymalla Construction (Adolphus Elem #22)	Application # 16	\$	<b>57,354.35</b>
Drymalla Construction (Adolphus Elem #22)	Application # 17	\$	<b>18,583.90</b>
Drymalla Construction (Polly Ryon Middle)	Application # 16	\$	<b>80,331.05</b>
Durotech (2013 Misc. Renovations)	Application # 4	\$	<b>2,592,362.61</b>
Engineered Air Balance (Adolphus Elem #22)	Application # 6	\$	<b>3,494.50</b>

Engineered Air Balance (Polly Ryon Middle)	Application # 6	\$	<b>3,151.50</b>
Gilbane (2011 Bond Program)	Application # 16	\$	<b>137,807.00</b>
Gilbane (2011 Bond Program)	Application # 17	\$	<b>76,514.00</b>
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 15	\$	<b>2,790.87</b>
PBK Architects (George Ranch HS – Build Out)	Application # 15	\$	<b>290.37</b>
PBK Architects (Lamar HS Baseball/Softball Complex)	Application # 7	\$	<b>4,619.52</b>
PBK Architects (Natatorium #2)	Application # 8	\$	<b>48,000.00</b>
PBK Architects – 2006 (Polly Ryon Middle – Phase 2)	Application # 15	\$	<b>4,627.25</b>
PBK Architects (Traylor Stadium)	Application # 8	\$	<b>9,600.00</b>
PBK Architects (Traylor Stadium Track & Turf)	Application # 5	\$	<b>2,197.00</b>
Terracon (George Jr. High)	Application # 2	\$	<b>1,510.00</b>
Terracon (Natatorium)	Application # 2	\$	<b>1,000.00</b>
Terracon (Terry HS)	Application # 4	\$	<b>1,810.00</b>
Texas Dept of State Health Services (George Jr High)	Application # 1	\$	<b>93.00</b>
Texas Dept of State Health Services (Jackson Elementary)	Application # 1	\$	<b>57.00</b>

Texas Dept of State Health Services (Terry HS - Ag)	Application # 1	\$	<b>330.00</b>
Texas Dept of State Health Services (Terry HS)	Application # 2	\$	<b>57.00</b>
Texas Dept of State Health Services (Terry HS)	Application # 3	\$	<b>57.00</b>
Traf-Tex Inc. (Polly Ryon Middle)	Application # 2	\$	<b>85,872.50</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 August 2013:**

- The department completed 1261 requests with 109 new requests
- 99 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Painting a wall and installing a plastic corner in a classroom at Jane Long Elementary
- Checking all chairs in the auditorium for loose or missing screws at Jane Long Elementary
- Assembling sixteen shelving units at Dickinson Elementary
- Replacing ceiling tiles at Brazos Crossing
- Priming and painting a wall in the counselor's area at George Junior High
- Changing an ice machine water filter in the lounge at Travis Elementary
- Changing an ice machine water filter in the lounge at Austin Elementary
- Changing an ice machine water filter in the lounge at Huggins Elementary
- Changing an ice machine water filter in the lounge at Transportation
- Changing an ice machine water filter in the lounge at Williams Elementary
- Changing the ice machine water filter in several machines located in Lamar High
- Installing a new toilet set in a restroom at Lamar Junior High
- Assembling six easels at Hutchison Elementary
- Repairing the sheetrock, priming, and painting on a wall in classroom C-3 at Velasquez Elementary
- Repainting a wall to the right of the stage in the cafeteria at Wessendorff Middle
- Repainting all the exterior doors and frames on the portables at Hubenak Elementary
- Lubricating a door lock on an entrance door at Hubenak Elementary
- Repairing the legs on a round table at Frost Elementary
- Repairing the legs on a side table in the office area at Frost Elementary
- Mudding, priming, and painting the wall in classroom G-3 at Frost Elementary
- Touching up the walls in the hallway by the gym at Terry High
- Touching up the walls in the hallway by the library at Meyer Elementary
- Power washing the portables and walkways at Hubenak Elementary
- Removing a pull down screen and board from a wall in a classroom at Smith Elementary

- Assembling risers in the music area at Adolphus Elementary
- Assembling two cots for Adolphus Elementary
- Rehanging the Texas flag in the gym at Briscoe Junior High
- Securing the bulletin board in the front office area at Reading Junior High
- Repainting a classroom at Reading Junior High
- Assembling two mini-slab rollers at Reading Junior High
- Painting paws on the sidewalk at Adolphus Elementary
- Mounting three speakers and one antenna on a cinder block wall for the weight room at Terry High
- Assembling three desks for Terry High Vocational building
- Changing a filter on the ice machine in the lounge at Campbell Elementary
- Adjusting the height on a table at Jackson Elementary
- Repainting the lower part of the wall in the cafeteria at Jackson Elementary
- Hanging a white board at Brazos Crossing
- Washing all the back exterior windows at Brazos Crossing
- Installing a new soap dispenser in a restroom at Dickinson Elementary
- Installing a door stop in the cafeteria at Williams Elementary
- Replacing the lamps in the kitchen light fixtures at Dickinson Elementary
- Installing new glides on the file cabinet drawers in the office area at Dickinson Elementary
- Installing a door sweep at Navarro Middle
- Installing a wall urinal drain clean-out at Jackson Elementary
- Repairing two electric drinking fountains at Bowie Elementary
- Installing lights on a canopy to the portables at Hubenak Elementary
- Replacing ballasts in light fixtures at Jackson Elementary
- Resetting the intercom bell schedule at Reading Junior High
- Replacing a call button on the intercom system at Taylor Ray Elementary
- Replacing a fire alarm system horn/strobe at Jackson Elementary
- Cleaning a fire alarm system smoke detector at Travis Elementary
- Replacing glass in two windows at Wessendorff Middle
- Installing a new dish machine in culinary arts area at Foster High
- Installing a new disposal in culinary arts area at Foster High
- Responding to an after-hours electrical outage at Foster High
- Operating the sound and lights for a program at Terry High
- Installing speakers and wiring in a gym at Lamar Junior High
- Cleaning the smoke detectors at Smith Elementary
- Replacing broken glass on the serving line at Foster High
- Responding to an after-hours call due to teacher locking her keys in her classroom at Jane Long Elementary
- Cutting out a Longhorn mascot from plywood and painting 26 Longhorns on the front driveway and sidewalks at Ryon Middle
- Repairing the ceiling grid in a portable at Thomas Elementary
- Changing an ice machine filter in the lounge at McNeill Elementary
- Touching up the walls in a classroom at Taylor Ray Elementary

- Repairing a loose board on the walkway to the portables at Taylor Ray Elementary
- Re-gluing floor tiles in the restroom at Gilbane's office
- Lowering tissue and paper towel dispensers in the portable restroom at Seguin Early Childhood Center
- Installing handrail end caps on walkways to the portables at Hubenak Elementary
- Installing FRP on a wall by the water fountains at Jackson Elementary
- Hanging white boards in room A-1 and B-4 at Campbell Elementary
- Replacing ballasts and bulbs at Velasquez Elementary
- Replacing various tiles in the cafeteria at Meyer Elementary
- Installing a light fixture diffuser in a portable at Hubenak Elementary
- Moving the backpack racks in the portables at Hubenak Elementary
- Caulking around the sink in the office area at Pink Elementary
- Replacing three broken mini-blinds in a classroom at Travis Elementary
- Assembling new wooden shelving at Dickinson Elementary
- Painting directional arrows for entering and exiting the driveways at Adolphus Elementary
- Repairing cabinet doors at Lamar High

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

The Operations Department assisted by:

- Completing the summer cleaning process district-wide
- Mowing district-wide
- Delivering and return of chairs from Wessendorff Middle
- Adding parking space for additional cars at Seguin Early Childhood Center
- Removing trees and cleaning a fence line at Seguin Early Childhood Center
- Picking up tables from Jane Long, Travis, Smith, and Hutchison
- Painting football lines on all fields at the high schools
- Building roof over the transfer box at Traylor Stadium
- Setting up and cleaning at Traylor Stadium
- Overseeing the new toy installation at Adolphus Elementary
- Welding a sign for Adolphus Elementary
- Scheduling Gillen's Pest Control services district-wide
- Providing ant control at Velasquez, Hutchison, and Campbell
- Removing wasps at Hutchison, Frost, Wertheimer Middle, and Foster High
- Providing bee control at Foster High
- Providing ant control at Brazos Crossing
- Providing weed control at Wessendorff Middle and Seguin Early Childhood Center
- Cleaning front office windows at Wessendorff Middle
- Setting up chairs in the gym for the first day of school at Wessendorff Middle
- Removing trash from the grounds area at Wessendorff Middle
- Putting cones in front of the school for traffic flow at Hutchison Elementary
- Removing feces from the bathroom floor at Hutchison Elementary

- Moving a table from one room to another at Hutchison Elementary
- Vacuuming the entry exit floor mats at Hutchison Elementary
- Cleaning up vomit in a classroom at Hutchison Elementary
- Lowering tables in the library at Seguin Early Childhood Center
- Delivering boxes of copy paper to room 303 at Seguin Early Childhood Center
- Delivering tables and chairs to Seguin Early Childhood Center
- Delivering a teacher desk to a classroom at Seguin Early Childhood Center
- Repairing student desks and chairs at Travis Elementary
- Repairing tissue dispensers in the restrooms at Travis Elementary
- Adding two tables in the foyer for the office staff at Campbell Elementary
- Delivering two filing cabinets to the science lab at Campbell Elementary
- Delivering small chairs to Pink Elementary
- Setting up and taking down 200 chairs in the gym at Hubenak Elementary
- Delivering 10 chairs to the second grade area at Hubenak Elementary
- Delivering tables to Austin, Travis, Smith, and Hutchison
- Painting parking lot lines in new parking area at Seguin Elementary

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

**2006 Bond Program Projects**

**Transportation Satellite Facility**

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

**Transportation Satellite Secondary Drive**

- Environmental study is complete.

**Lamar High School Baseball/Softball Complex**

- Storm line installation on the east and west side of Herndon is complete.
- Storm line installation on the north and west side of complex is complete.
- Project meeting was held on September 11, 2013.
- Installation of underground piping and conduit is complete for the field house, restrooms, locker areas, and ticket booth.
- Concrete slab is complete for the field house.
- Field drainage and MEP underground is ongoing.
- Irrigation lines are installed in the softball field and ongoing in the baseball field.
- Color Selections were made for the buildings.



Lamar HS Baseball/Softball

**2011 Bond Program Projects**

**Agricultural Barn Renovations**

- Project is substantially complete.

**George Ranch High School Build-Out**

- Project is complete.

**Judge James C. Adolphus Elementary**

- Sidewalks and walk gate to the playground are complete.
- Graphics for the main corridor are scheduled for installation in October.
- Contractor continues to complete remaining open punch list items.



Judge James C. Adolphus ES





Miscellaneous Renovations / Bowie ES

### Misc. Renovations - Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

#### *Terry High School:*

- All exterior canopies are complete.
- Temporary graphics have been installed at main entry canopy.
- School furniture and equipment has been moved back into the shop areas.
- New doors have received temporary locks and hardware.
- HVAC has been turned on in the addition.
- VCT has been installed in new art rooms.
- Trophy cases are installed.
- Sod has been placed outside addition.
- Punch list items are being addressed.
- Tennis Court repairs will start the week of September 16th.



Miscellaneous Renovations / George JHS

#### *Jackson Elementary:*

- Kitchen and addition have been final cleaned.
- Boiler installation and state inspection are complete.
- HVAC control system is active.
- Building has received Fire Marshal approval.
- Punch list items are being addressed.



Miscellaneous Renovations / Jackson ES

#### *George Junior High:*

- HVAC system has been turned back on in all areas.
- New emergency lighting is complete and tested.
- Wire partitions have been installed in boy's locker room.
- Building has received Fire Marshal approval.
- Graphics have been installed in both gyms.
- Punch list items are being addressed.

#### *Bowie Elementary:*

- New casework is complete.
- New sidewalk and culverts are complete.
- Building has received Fire Marshal approval.



Miscellaneous Renovations / Terry HS

#### *Lamar High School:*

- New exhaust system has been installed in welding shop.
- New oxygen/acetylene manifold system is complete.
- Electric gate system is complete.
- Punch list items are being addressed.



Polly Ryon Middle School

### **New Natatorium**

- Bid Opening for General Contractor will be September 26th.

### **Polly Ryon Middle School**

- Traffic signal became active Friday, August 23<sup>rd</sup>.
- Substantial Completion was issued May 31, 2013.
- Punch list items are being addressed by the contractor.

### **Traylor Stadium Renovations**

- Scoreboard installation is complete.
- Electrical equipment installation is ongoing.
- Boring and installation of conduit and fiber is complete.
- Sound system and speaker installation is ongoing.

### **Track & Turf:**

- Turf installation is complete.
- Track installation is complete.
- Track lane markings are complete.



Traylor Stadium

## Bond Program Budget

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	51,095,099	30,452,913	20,642,187	27,380,089
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	5,263,874
EXISTING FACILITIES	23,791,755	10,216,020	13,570,762	7,517,849
MISCELLANEOUS	5,144,367	0	5,144,367	0
<b>TOTAL</b>				
	<b>\$110,000,000</b>	<b>\$45,944,006</b>	<b>\$64,051,021</b>	<b>\$40,173,012</b>

**INFORMATION ITEM: ADVISE TEXAS PROGRAM**

Texas A&M University and Lamar Consolidated Independent School District joined in a memorandum of understanding for Advise Texas College Advising Corps Program. Advise Texas, housed at Texas A&M University, places recent college graduates of the University as college advisers in high schools statewide. Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the college or university they eventually choose. The Advise TX program has three main aims: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers in fostering a college-going culture.

The purpose of the MOU is to provide and appoint one adviser from the Advise TX program at the University to Terry High School.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education

## Advise TX Memorandum of Understanding

among

**Texas Higher Education Coordinating Board, Texas A&M University, and Lamar Consolidated Independent School District**

### Parties

This is a Memorandum of Understanding (“MOU”) among the Texas Higher Education Coordinating Board (“THECB”), **Texas A&M University** (“University”), and **Lamar Consolidated Independent School District** (hereafter referred to as “**Lamar CISD**” and/or the “high school”) relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as “The Advise TX program”, “Advise TX”, or as “the project”).

THECB is understood, for the purposes of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include {insert chapter institution}, the National College Advising Corps (“NCAC”), and NCAC’s contracted evaluation team).

**Lamar CISD** and/or the high school is understood, for the purposes of this MOU, to include:

#### **BF Terry High School**

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

### Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at {insert chapter name}. Advise TX is a program administered by the THECB which implements the NCAC program model of placing recent college graduates as full-time “near-peer” Advisers in targeted Texas high schools. Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds, in part, from the federal College Access Challenge Grant (“CACG”) to {insert chapter name} for the 2013-2014 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in {insert District Name}.

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the college or university they eventually choose. The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers foster a college-going culture.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the **Lamar CISD** high schools identified herein.

The **Texas A&M University Office of Admissions** serves as the manager for this program.

THECB, the University, the **Lamar CISD**, and each participating high school in the **Lamar CISD** agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.

2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.
3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which **Lamar CISD** will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by **Lamar CISD** which contains Personally Identifiable Information (“PII”), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (such PII is herein referred to as “FERPA Data”). **Lamar CISD’s** disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 (“the Audit and Evaluation exception”) and (2) the Advisers performing an institutional service or function for which the **Lamar CISD** high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) (“the School Officials Exception”).

**The University agrees to the following terms during the project:**

1. Identify, recruit, and appoint one Adviser to serve each of the **Lamar CISD** high schools identified herein for an average of 40 hours per week for the period of August 26, 2013 – May 31, 2014.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Coordinator who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the **Lamar CISD** and/or the high school to ensure that the relationship between the appointed Adviser and the high school remains strong and that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the partnership and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the **Lamar CISD** and the high school, as the **Lamar CISD** and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to develop funding that will sustain the partnership between the University, the **Lamar CISD** and the high school beyond the current term period.
10. Keep any and all student-level data provided by the **Lamar CISD** and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.

**The Lamar CISD and/or high school agrees to the following terms during the project:**

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Coordinator in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate a point person within each high school to serve as Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Coordinator to ensure that the relationship between the Adviser, **Lamar CISD** and the high school remains strong and that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Coordinator to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 26, 2013 and ending May 30, 2014; (e) engage in frequent dialogue with Advise TX Program Coordinator around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Coordinator, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use NCAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

**Purpose and Description of Program Evaluation to be Conducted**

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, NCAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations

will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:

- comprehensive compilation and analysis of direct outcomes for the Advise TX program
  - comparative analysis of college-going rates between control schools and program-participating schools
  - assessment of increased scholarship dollars for universities and students
  - analysis and assessment of college preparation activities undertaken by high school students
  - identification of success factors that contribute to increased college-going rates and improved school morale
  - examination of the relationship between student grades, class schedules, and college enrollment
  - a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the **Lamar CISD** and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

### **FERPA Authorized Representatives and Adviser Serving as School Official**

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The **Lamar CISD** and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., NCAC and NCAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of **Lamar CISD**, shall have access to the student education records of **Lamar CISD** pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the **Lamar CISD** and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

### **FERPA Compliance**

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by **Lamar CISD** to THECB or the Adviser pursuant to this MOU:
  - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the NCAC, {insert chapter institution name} College Advising Corps’ umbrella organization.
  - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
  - By disclosing PII from education records to THECB or the Adviser, **Lamar CISD** in no way assigns ownership of this data to an authorized representative or the Adviser.
  - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of



the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than **Lamar CISD** and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify **Lamar CISD** of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

### **Term of MOU**

This MOU begins August 1, 2013 and shall terminate on July 31, 2014.

### **Legal Compliance and Right to Audit**

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

### **Applicable Law**

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

**Trademark**

The Parties certify and acknowledge that the Advise TX<sup>®</sup> and the Advise TX College Advising Corps<sup>®</sup> word marks and logos are the trademarks or registered trademarks of THECB. The University and Lamar CISD are responsible for including the trademark registration notice (®) on the trademarks.

**Amendments**

This MOU may be modified only by written amendment executed by the Parties hereto.

**Termination or option to individually opt out of program participation**

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

*By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding and officially authorized to sign and execute on behalf of my institution.*

**Lamar Consolidated Independent School District**

Thomas Randle 9-6-13  
Signature Date  
Thomas Randle, Superintendent  
Print Name and Title

Vera Wehring 9.6.13  
Signature Date  
VERA WEHRING, PRINCIPAL  
Print Name and Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name and Title

**Texas A&M University**

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name and Title

**THECB**

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Signature

Date

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Print Name and Title

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Signature

Date

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Print Name and Title

**INFORMATION ITEM: PURCHASE OF POLICE PURSUIT VEHICLES**

The 2013-14 budget allocated funds for the purchase of three police pursuit vehicles. LCISD will purchase one (1) vehicle for the additional officer under our contract, and two (2) vehicles to replace cars in the aging fleet. The unit cost of each vehicle, fully retrofitted and ready for service, is approximately \$27,315 resulting in a total outlay of \$81,945. The method of procurement will be through the HGAC cooperative rather than a bid. The reasoning for selecting this procurement method is noted below:

- A quick delivery date is necessary. LCISD needs to equip the additional officer, as well as avoid necessary repairs for older vehicles in the fleet. A prompt delivery under this method, rather than a bid which would extend delivery by approximately two months, accomplishes these goals.
- LCISD previously purchased these vehicles through HGAC successfully in January 2013. This method provides a turnkey solution, where the vehicle arrives to LCISD Transportation fully retrofitted with needed equipment. A local vendor is employed to stripe the vehicle with appropriate decals. In the instance of a bid, LCISD would need to take the responsibility to retrofit the vehicle with appropriate equipment and then facilitate the striping.
- The business office has analyzed potential cost savings (per unit) if a bid process were offered and found only negligible cost savings as compared to the quote secured from the HGAC cooperative. When netting this minimal savings against the administrative costs of bidding and retrofitting the vehicles with the equipment needed, as well as the opportunity cost of an extended delivery date, the cooperative is the better option.

Resource persons: Jill Ludwig, Chief Financial Officer  
Robin Sheehan, Purchasing & Materials Manager

### **INFORMATION ITEM: FOOD SERVICE CHARGE POLICY**

As stated in student handbooks and on the Lamar CISD website, it is the goal of the food service department to ensure that no child goes hungry. A nutritious, well-balanced breakfast and lunch are available daily. However, because the USDA states that the federally funded Child Nutrition Fund cannot carry bad debt from year to year, any outstanding student or adult debt must be repaid to the Child Nutrition Fund from the General Fund or campus activity fund. As of August 31, 2013 LCISD had an outstanding balance due of \$123,270.29.

- The food service department has started to enforce our charge policy which is in the student handbook and on the district website. LCISD sent a blanket email and phone calls to all LCISD families on September 4<sup>th</sup> and 5<sup>th</sup> reminding them of the policy and the start date of the policy implementation.
- Students that owe more than \$15.00 at any grade level will receive cereal and milk at breakfast and a cheese sandwich and milk during lunch. LCISD has a very generous “charge” policy compared to our neighboring districts. In addition, most if not all, neighboring districts allow NO charges at the secondary level. We allow \$15.00.
- We use the automated calling system to inform parents when their children owe more than \$0.01 and remind them to please send money.
- We are currently working with families that have contacted our office regarding old debt. We are willing to offer a discount program and a payment plan if needed for families owing more than \$100.00.
- We continue to accept free/reduced applications in our office. All students received an application to take home the first day of school, and we are processing numerous applications daily. As we visit with parents regarding the old debt we gingerly mention the option of filling out a free/reduced application to help with future purchases.

We anticipate a significant drop in outstanding customer debt. Our intention is not to deny a student a meal, but rather follow USDA law.

Contact Persons:    Matt Antignolo, Director of Food Service  
                              Jill Ludwig, CPA, RTSBA, Chief Financial Officer