



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGULAR BOARD MEETING
Thursday, March 20, 2014

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
MARCH 20, 2014
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. February 18, 2014 - Special Meeting (Workshop) 7
 - B. February 20, 2014 - Regular Board Meeting 11
6. Board members reports
 - A. Meetings and events
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 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
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10. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	186
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2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Discuss pending, threatened, or potential litigation, including school finance litigation	
b. Any item listed on the agenda	

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 7th day of March 2014 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 18th day of February 2014, 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 6:32 p.m.

Members Present:

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

Members Absent:

Frank Torres	Secretary
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
David Jacobson	Chief Technology Information Officer

BUSINESS TRANSACTED

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

Minutes of the Special Board Meeting of February 18, 2014 – page 2

2. Discussion of February 20th Regular Board Meeting Agenda Items

The Board reviewed the February 20th Regular Board Meeting agenda items.

8. ACTION ITEMS

8. A GOAL: INSTRUCTIONAL

8. A-1 Consider Approval for Graduation Requirements for Students entering 9th Grade in 2014 – 2015 and beyond

Dr. Bevers provided some background information on graduation requirements and explained the Algebra II requirements.

8. B GOAL: PLANNING

8. B-4 Consider Approval of Amendment to Contract for School Resource Officers

Dr. Randle explained that the request for an additional police officer is for courier services and additional security. There were some concerns about staff taking money to the bank and the security of the dollars. Staff made a comparison contracting with a professional security company versus adding another roving officer. It was more cost effective to hire an additional roving officer to be responsible for this service and still be under budget.

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

- a. Foster High School**
- b. Frost Elementary School**
- c. Hubenak Elementary**

Ms. Kaminski questioned if there were regulations on the type of equipment regarding safety features on campus playgrounds. Mr. McKeever explained that PTOs making donations for playground equipment must get approval through the district's risk manager and maintenance and operations group. All playground equipment must meet state regulations.

8. B-8 Consider Approval of Property Insurance Coverage for Lamar CISD

The proposal provides the district with the same limits currently provided with a decrease in premium from \$1,363,721 to \$1,313,604 and three months additional coverage. Ms. Zacharias reported that Mr. Bob Reim, insurance consultant, met with the Financial Committee today and reviewed the coverage with the committee. A suggestion was made by one of the committee members to hold out \$100,000 in a reserve account in order to have deductibles covered. It could be lumped together over a period of time.

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8. B-14 Consider Approval of Design Development for the New Churchill Fulshear, Jr. High and Dean Leaman Junior High

Representatives with PBK Architects presented the design development for Churchill Fulshear, Jr. High School and Dean Leaman Junior High School and provided answers to questions from Board members.

9. INFORMATION ITEMS

9. A GOAL: PLANNING

9. A-1 Demographic Update

The demographic update will be presented at the meeting on Thursday.

9. A-7 Bad Weather Make-up Days

Dr. Randle reminded the Board that bad weather make-up days are designated on the 2013—2014 instructional calendar on Thursday before Good Friday, April 7th and Monday (Memorial Day), May 26th.

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
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:17 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 20th day of February 2014 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 7:00 p.m.

Members Present:

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

Members Absent:

Kathryn Kaminski	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

b. All State Dance Team

Texas Dance Educators Association (TDEA) All State Dance Team honorees recognized were Elysia Garcia, senior at Terry High School and Ashley Crittenden, senior at Lamar Consolidated High School.

a. Texas All State Choir

Texas All State Choir honorees recognized were:
Haley Enns, George Ranch High School
Amara Uzoka, George Ranch High School
Alex DyCruz, Terry High School

4. AUDIENCE TO PATRONS

None

5. APPROVAL OF MINUTES OF JANUARY 14, 2014 SPECIAL BOARD MEETING (WORKSHOP), JANUARY 16, 2014 REGULAR BOARD MEETING, AND JANUARY 30, 2014 SPECIAL BOARD MEETING

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve the minutes of January 14, 2014 Special Board Meeting (Workshop), January 16, 2014 Regular Board Meeting, and January 30, 2014 Special Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Zacharias provided a technology update. Campuses have begun to use the on-line course request system through Skyward. It has been very successful. This is the first time to use anything like this for the junior high students to select their course work. Other items discussed are on this agenda.

Ms. Danziger reported that the baseball/softball fields are ready and the first softball game will be played there tomorrow. Everything is running on schedule for Arredondo and all the other schools.

Ms. Zacharias reported that the Financial Committee met on Tuesday and the insurance policy was discussed and it is on the agenda to be voted on tonight.

Ms. Thompson attended the Gulf Coast Area Association of School Boards meeting and the TASB Grassroots Meeting for Region 4 last week. The school board members selected the ten top priority issues for public education in the coming legislative years. Ms. Thompson was elected to serve on the TASB Region 4 Legislative Advisory Council and will be meeting

with the Advisory Council in May and June in order to refine the statewide list of legislative priorities and offer recommendations to the TASB Legislative Committee.

7. SUPERINTENDENT REPORTS

❑ **Meetings and Events**

Mr. Rockwood attended the TSPRA Conference and received four state TSPRA awards. Dr. Randle congratulated the Communications Department.

❑ **Information for Immediate Attention**

None

❑ **Introductions**

None

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1, 8. B-1 – 8. B-16, 8. C-1 – 8. C-3

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

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval for Graduation Requirements for Students entering 9th Grade in 2014 – 2015 and beyond

approved the requirement of Algebra II as one of the required math credits for all students graduating under the Foundation High School Program with an endorsement and under the Distinguished Level of Achievement.

8. B GOAL: PLANNING

8. B-1 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

8. B-2 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted page 7-A.)

8. B-3 Order Authorizing the Issuance of Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A in accordance with specified parameters; and enacting other provisions relating thereto, and the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014B in accordance with specified parameters; and enacting other provisions relating thereto

approved the Order Authorizing the Issuance of Lamar Consolidated Independent School District Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A and the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014B. (See inserted pages 7-B—7-E.)

8. B-4 Approval of Amendment to Contract for School Resource Officers

approved Amendment #2 to the contract with the City of Rosenberg Police Department for School Resource Officers, and authorized the Superintendent to execute such contract. (See inserted page 8-A.)

8. B-5 Approval of Resolutions proclaiming

a. Diagnosticians' Week

approved the attached resolution proclaiming March 3—7, 2014 as “Diagnosticians’ Week” in Texas and in the Lamar Consolidated Independent School District. (See inserted page 8-B.)

b. Texas Public Schools Week

approved the attached resolution proclaiming the week of March 3—7, 2014 as Texas Public Schools Week in the Lamar Consolidated Independent School District. (See inserted page 8-C.)

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

a. Foster High School

b. Frost Elementary School

c. Hubenak Elementary

approved donations to the district.

8. B-7 Approval of Request for the Historic Site Exemption Qualification for the Simonton School

approved the 2014 Historic Site Exemption Qualification for the Simonton School.

8. B-8 Approval of Property Insurance Coverage for Lamar CISD

approved the renewal of the District’s property insurance coverage from March 1, 2014 thru May 31, 2015 with Lexington Insurance Company through McGriff, Seibels and Williams of Texas, Inc. with an option to renew for a maximum of two years provided the premium is acceptable to the District.

8. B-9 Approval of Renewal of Annual Building Envelope Maintenance/Repair Services

approved the renewal (for Year 2) of CSP #41-2012 to Restoration Services (as the primary contractor) and PRC Roofing (as the secondary contractor) for the annual building envelope maintenance/repair services.

8. B-10 Approval of Interlocal Cooperation Contract with the Texas General Land Office

approved the Interlocal Cooperation Contract with the Texas General Land Office for the purchase of natural gas. (See inserted pages 8-D—8-MM.)

8. B-11 Approval of Deductive Change Order #1 and Final Payment for the Summer 2013 Renovation Projects

approved the Deductive Change Order #1 in the amount of \$221,692 and final payment of \$292,490.20 for the summer 2013 renovation projects to Durotech.

8. B-12 Approval of Material Testing Services for the Summer 2014 Renovations

approved Terracon for material testing services for the construction of the summer 2014 renovations in the amount of \$35,055. (See inserted pages 9-A—9-E.)

8. B-13 Approval of HVAC Testing and Balancing Consultant Services for the Summer 2014 Renovation Projects

approved testing and balancing consultant services from Engineered Air Balance for the summer 2014 renovation projects not to exceed the amount of \$44,595.

8. B-14 Approval of Design Development for the New Churchill Fulshear, Jr. High and Dean Leaman Junior High

approved the design development for the new Churchill Fulshear, Jr. High and Dean Leaman Junior High schools, as presented by PBK Architects.

8. B-15 Approval of Third Party Review Consulting Services for the New Arredondo Elementary

approved Winning Way Services for the third party review consulting services for the new Arredondo Elementary in the amount of \$1,750.

8. B-16 Approval of Professional Surveying Services

approved Charlie Kalkomey Surveying for professional surveying services (topographical survey) for the new Churchill Fulshear, Jr. High and Dean Leaman Junior High schools not to exceed the amount of \$5,500.

8. C GOAL: TECHNOLOGY

8. C-1 Approval of District-wide Computer Refresh

approved Dell to provide services, hardware, and software to facilitate the District-wide Computer Refresh project in the amount of \$9,406,489.

8. C-2 Approval of Dark Fiber WAN Connections

approved Phonoscope Light Wave to provide leased dark fiber infrastructure for wide area network connections at Arredondo Elementary School in the amount of \$36,237 and Powell Point in the amount of \$268,114.

8. C-3 Approval of Network Core Switches

approved Micro Integration for professional services relating to the supply and installation of Network Core Switches in the amount of \$183,373.35.

9. INFORMATION ITEMS

9. A GOAL: PLANNING

9. A-1 Demographic Update

Dr. Pat Guseman and Dr. Stacey Tepera, representatives with Population and Survey Analysts (PASA), presented the spring update.

9. A-2 Tax Collection Report

9. A-3 Energy Management Quarterly Report

9. A-4 Payments for Construction Projects

9. A-5 Region 4 Maintenance and Operations Update

9. A-6 Bond Update

9. A-7 Bad Weather Make-up Days

EMPLOYMENT OF PERSONNEL

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

Employed

Devine, Jane	TBD	Campus Instructional Technology Specialist	Development Center
Jones, Keschia	TBD	Assistant Principal	Terry High School
Marrero, Maria	TBD	Assistant Principal	Smith Elementary

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
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. Discuss pending, threatened, or potential litigation, including school finance litigation
- b. Any item listed on the agenda

The Board did not convene in Closed Session.

RECONVENE IN OPEN SESSION

Action on Closed Session Items

FUTURE AGENDA ITEMS

School climate survey presentation

ADJOURNMENT

The meeting adjourned at 8:09 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 STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster High School and Lamar Consolidated High School DECA to travel to Atlanta, Georgia on May 2 – 7, 2014.

IMPACT/RATIONALE:

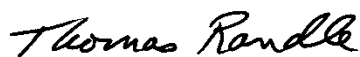
Foster High School and Lamar Consolidated High School DECA request permission to travel to the DECA International Career Development Conference in Atlanta, GA from May 2 – 7, 2014 by airplane. The approximate cost for the students and sponsors will be \$4,000. This cost includes meals, airfare, lodging, registration fees, and ground transportation. Attending the conference will be 4 Foster High School students; 1 Lamar Consolidated High student; Sonja Hummel, Lamar CHS instructor; and Gina Walker, Foster HS sponsor. The expenses for the trip for 2 of the Foster students and both sponsors will be paid from the District's Career and Technical Education (CTE) budget and campus activity fund. There are three non CTE students attending, their costs will be approximately \$1,000.00 each. Their expenses will be paid for out of district and campus activity funds.

BACKGROUND INFORMATION:

Students Ifeoma Ahuna, Anika Chowdhury, Erica Foster, Morgan Stephan of Foster HS and Chan'Cellore Makanjuola of Lamar CHS competed at the state contest in Corpus Christi and won the right to compete at national level. They will be competing in the Sports/Entertainment Operations Research, Hotel Lodging Retail Merchandising and Retail Merchandising.

Submitted by: Joel Garrett, Director, Career and Technical Education
Walter Bevers, Executive Director, Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School Lariettes Drill Team to travel to New York, New York on November 21–28, 2014.

IMPACT/RATIONALE:

The George Ranch High School Lariettes Drill team request permission to travel to New York, New York on November 21-28, 2014 by airplane. The approximate cost per individual will be up to \$2,200, which includes the cost of airfare, meals, hotel, ticket fees, tuition and ground charter bus transportation. Total cost of the trip is estimated to be around \$60,000. Thirty young ladies are expected to participate, plus director and chaperones. The expenses for the trip will be paid for by fund-raising activities by the Lariettes Booster Club.

BACKGROUND INFORMATION:

The George Ranch High School Lariettes will perform in the Macy's Thanksgiving Day Parade, attend two Broadway shows, and attend a master class at the Broadway Dance Center. The Lariettes last traveled out of state to Los Angeles, California in March, 2012.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approves out-of-state travel for a Lamar Consolidated High School Speech and Debate student to travel to Minneapolis, Minnesota on May 7 – 11, 2014.

IMPACT/ RATIONALE:

LCCHS Speech and Debate team requests permission to travel to Minneapolis, Minnesota, from May 7 - 11, 2014 by airplane. The approximate cost for the student and sponsor is \$1,250 per student for a grand total of \$2,750. Meals, airfare, hotel, entry fees, and ground transportation are included in the cost. The student is expected to attend contingent upon qualifying and parent approval. Yvonne Eype, Lamar Consolidated High School Speech and Debate Coach, will be chaperoning the student. District funds will be used to cover the costs of sponsor expenses. All other costs will be covered by student fundraisers.

BACKGROUND INFORMATION:

Jonathan Kumar has competed for and advanced to the National Championship in this highly prestigious annual speaking competition. This opportunity will give Mr. Kumar the opportunity to participate in a national renowned tournament for the best original oratory speakers in the country.

As each student is required to attend with an experienced judge, Ms. Yvonne Eype, LCCHS Speech and Debate Coach, will be accompanying Mr. Kumar as his sponsor on this trip.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster High School, George Ranch High School, and Lamar Consolidated High School Theater Departments to travel to Lincoln, Nebraska on June 22 – 30, 2014.

IMPACT/ RATIONALE:

Select members of the Foster High School, George Ranch High School, and Lamar Consolidated High School Theater Department request to travel to Lincoln, Nebraska on June 22 – 30, 2014 to attend the International Thespian Festival and Individual Events Showcase Competition. The approximate cost for each student or sponsor/chaperone is \$1,000.00. Meals and lodging at the University of Nebraska are included in the costs. They will be traveling by charter bus to Lincoln, Nebraska. District funds will be used to cover the costs as in past years.

BACKGROUND INFORMATION:

Sixteen students are national qualifiers. Students from Foster High School: Meredith Hopkins, Tori Robertson, Haley Hooper, Tito Yeverino and Mollie McCrory. Students from George Ranch High School: Clare Bates, Haley Enns, Princess Johnson, Sarah May, Haley Nelson, Samantha Oesch, Shannon Paradine and Darion Rivers. Students from Lamar Consolidated High School: Abigail Peterson, Amanda Vinges and Carolin Wootres. Sponsors attending are Kendra Willeby from Foster High School, Becky Walters and Lonnie Meyer from George Ranch High School, Claudia McCotter and Lori Cox from Lamar Consolidated High School, and Jessica Rodriguez from Terry High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

RECOMMENDATION:

That the Board of Trustees consider approval of the Instructional Materials Allotment and TEKS Certification for the 2014-2015 school year.

IMPACT/RATIONALE:

The 2014-2015 Instructional Materials Allotment and TEKS Certification verify that LCISD has instructional materials covering all elements of the Essential Knowledge and Skills of the required curriculum for each grade level, except for physical education, as required in the Texas Education Code, Section 28.002.

Submitted by: Laura Lyons, Executive Director of Elementary Education
 Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
DECEMBER 2013 THROUGH FEBRUARY 2014**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending February 28, 2014.

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 February 28, 2014**

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 December 1, 2013 through February 28, 2014.

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 FEBRUARY 28, 2014

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of February 28, 2014. Pertinent details at February 28, 2014 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	\$18,434,261,764	\$18,434,640,870	.8599%

The weighted average maturity of the pool's portfolio for January 2014 was 46 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$3,709,422,758	\$3,710,011,096	.6878%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for January 2014 was 55 days.

MBIA, Texas CLASS	1.00	\$2,979,604,995	\$2,979,567,894	.8850%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for January 2014 was 49 days.

Texas Term, Daily Fund	1.00	\$1,218,556,936	\$1,218,559,611	.4656%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for January 2014 was 50.5 days.

TexStar,	1.00	\$5,518,659,650	\$5,518,895,897	.1270%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for January 2014 was 50 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending February 28, 2014. 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: 3/6/14


 Yvonne Dawson
 Budget & Treasury Officer

Date: 3/6/14


 Michele Reynolds
 Director of Finance

Date: 3/6/14

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2014

	<u>12/31/13</u>	<u>01/31/14</u>	<u>02/28/14</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	2,729,347	148,390	(246,931)
Special Revenue Funds (Combined)	277,930	452,575	(853,276)
Debt Service Fund	66,640	68,255	152,738
Capital Projects Fund	475,613	32,096	32,096
Workmen's Compensation and Health Insurance Trust Funds	267,290	586,749	1,052,994
Trust and Agency Funds, excluding Student Activity Funds	34,671	34,671	34,671
Student Activity Funds	1,863,041	1,829,959	1,837,634
Total Demand Deposits/Cash on Hand	<u>5,714,532</u>	<u>3,152,695</u>	<u>2,009,926</u>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2014

	12/31/13	01/31/14	02/28/14
INVESTMENT POOLS*			
General Fund			
Texpool	76,995,823	117,053,037	122,084,828
Lone Star	2,615,574	2,615,638	2,615,694
Texas CLASS	15,328,990	15,330,229	15,331,349
Food Service Fund			
Texpool	2,746,517	2,746,581	2,746,641
Lone Star	90,419	90,421	90,423
Debt Service Fund			
Texpool	12,910,380	30,305,018	8,767,931
Lone Star	2,411	2,411	2,411
Texas CLASS	1	1	1
TexSTAR	3,513,178	3,513,269	3,513,355
Capital Projects Fund			
Texpool	22,705,754	22,706,280	22,706,774
Lone Star	22,082,964	22,083,503	22,083,971
Texas CLASS	11,035,841	11,036,733	11,037,539
TexasDaily	6,137,862	5,971,483	5,673,905
TexSTAR	4,642,310	4,602,681	3,494,906
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	3,368,576	2,501,529	2,104,460
Lone Star	720,292	720,310	720,325
Special Revenue Funds			
Texpool	53,200	53,201	53,202
Student Activity Funds			
Texpool	52,835	52,837	52,838
Total Investment in Pools	184,942,927	241,385,162	223,080,553
Summary of Interest Earned by Month			
Texpool	3,272	3,442	3,789
Lone Star	913	623	541
Texas CLASS	2,136	2,132	2,063
TexSTAR	273	209	187
Texas Term/Daily	225	202	164
Total Interest Earned from Investment Pools	6,819	6,608	6,744
Average Yield by Month			
Texpool	0.04	0.03	0.03
Lone Star	0.04	0.03	0.03
Texas CLASS	0.10	0.10	0.10
TexSTAR	0.03	0.03	0.03
Texas Term/Daily	0.04	0.04	0.04

* See supplemental report attached for balances at February 28, 2014 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	12/1/13	DEPOSITS	WITHDRAWALS	12/31/13	DEPOSITS	WITHDRAWALS	01/31/14	DEPOSITS	WITHDRAWALS	02/28/14
General Fund										
Texpool	65,147,132	27,911,567	(16,122,876)	76,935,823	51,690,090	(11,572,876)	117,053,037	125,269,635	(120,237,844)	122,084,828
Lone Star	2,615,480	94	-	2,615,574	64	-	2,615,638	56	-	2,615,694
Texas CLASS	15,327,748	1,242	-	15,328,990	1,239	-	15,330,229	1,120	-	15,331,349
Food Service Fund										
Texpool	3,046,429	88	(300,000)	2,746,517	64	-	2,746,581	60	-	2,746,641
Lone Star	90,416	3	-	90,419	2	-	90,421	2	-	90,423
Debt Service Fund										
Texpool	4,084,350	9,392,350	(566,350)	12,910,350	17,394,638	-	30,305,018	42,155,613	(63,692,700)	8,767,931
Lone Star	2,411	-	-	2,411	-	-	2,411	-	-	2,411
Texas CLASS	1	-	-	1	-	-	1	-	-	1
TexSTAR	4,385,555	65,373	(937,750)	3,513,178	91	-	3,513,269	86	-	3,513,355
Capital Projects Fund										
Texpool	22,705,037	717	-	22,705,754	526	-	22,706,280	494	-	22,706,774
Lone Star	22,082,174	790	-	22,082,964	539	-	22,083,503	468	-	22,083,971
Texas CLASS	11,034,947	894	-	11,035,841	892	-	11,036,733	806	-	11,037,539
Texas Term/Daily	8,530,588	225	(2,392,921)	6,137,862	202	(166,581)	5,971,483	165	(297,743)	5,673,905
TexSTAR	5,465,495	155	(823,340)	4,642,310	119	(39,748)	4,602,661	101	(1,107,876)	3,494,906
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	3,875,582	822,994	(1,330,000)	3,368,576	822,953	(1,690,000)	2,501,529	822,931	(1,220,000)	2,104,460
Lone Star	720,266	26	-	720,292	18	-	720,310	15	-	720,325
Special Revenue Funds										
Texpool	53,198	2	-	53,200	1	-	53,201	1	-	53,202
Student Activity Funds										
Texpool	52,833	2	-	52,835	2	-	52,837	1	-	52,838
Total Investment in Pools	165,219,612	38,196,552	(22,473,237)	184,942,927	69,911,440	(13,469,205)	241,385,162	168,251,554	(186,556,163)	223,080,553

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 February 2014 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:

Thomas Randle
Dr. Thomas Randle
Superintendent

SCHEDULE OF FEBRUARY 2014 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 February total \$17,308,653 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	12,001,658
614	Employee Benefits	392,733
621	Professional Services	15,850
623	Education Services Center	16,747
624	Contracted Maintenance and Repair Services	338,051
625	Utilities	169,385
626	Rentals and Operating Leases	45,832
629	Miscellaneous Contracted Services	827,344
631	Supplies and Materials for Maintenance and Operations	244,816
632	Textbooks and Other Reading Materials	167,356
633	Testing Materials	5,290
634	Food Service	544,851
639	General Supplies and Materials	529,441
641	Travel and Subsistence -- Employee and Student	103,267
649	Miscellaneous Operating Costs/Fees and Dues	399,063
659	Other Debt Services Fees	19,500
661	Land Purchase and/or Improvements	2,084
662	Building Purchase, Construction, and/or Improvements	1,344,529
663	Furniture & Equipment - \$5,000 or more per unit cost	68,713
129	Misc. Receivable/Alternative Certification Fees	5,794
131	Inventory Purchases	59,215
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	7,134
	Total	17,308,653

PROGRAM DESCRIPTION:

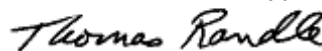
The report above represents all expenditures made during the month of February 2014 including purchasing card transactions from previous months. The detailed check information is available upon request.

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 FEBRUARY 28, 2014**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	113,592,034.00	109,063,077.00	(4,528,957.00)	96.0%
5800-STATE PROGRAM REVENUES	82,693,545.00	55,167,208.00	(27,526,337.00)	66.7%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	1,377,483.00	(692,517.00)	66.5%
TOTAL- REVENUES	198,355,579.00	165,607,768.00	(32,747,811.00)	83.5%
EXPENDITURES				
6100-PAYROLL COSTS	163,759,853.00	77,113,854.00	86,645,999.00	47.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,287,754.00	4,976,100.00	9,311,654.00	34.8%
6300-SUPPLIES AND MATERIALS	9,312,973.00	3,860,935.00	5,452,038.00	41.5%
6400-OTHER OPERATING EXPENDITURES	9,081,486.00	3,821,561.00	5,259,925.00	42.1%
6600-CAPITAL OUTLAY	655,374.00	243,372.00	412,002.00	0.0%
TOTAL-EXPENDITURES	197,097,440.00	90,015,822.00	107,081,618.00	45.7%

**Lamar CISD
Local Investment Pools
as of February 28, 2014**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,746,581.14	0.00	0.00	59.71	2,746,640.85
General Account	28,699,963.74	105,872,480.25	14,365,364.43	1,945.57	120,209,025.13
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,770,429.63	789,916.67	1,200,000.00	38.38	1,360,384.68
Debt Service Series 2004	38,734.85	2,663,049.25	2,663,049.25	3.10	38,737.95
Workmen's Comp	731,099.21	32,959.50	20,000.00	16.06	744,074.77
Property Tax	117,400,294.74	25,921,046.35	140,833,534.54	1,086.20	2,488,892.75
Vending Contract Sponsor	475,077.79	0.00	0.00	10.33	475,088.12
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	14,215.26	10,247,504.09	9,665,763.32	16.69	595,972.72
Debt Service Series 2007	680,424.80	8,357,050.40	6,534,500.00	45.46	2,503,020.66
Capital Projects Series 2005	667,134.56	0.00	0.00	14.51	667,149.07
Student Activity Funds	52,836.33	0.00	0.00	1.27	52,837.60
Taylor Ray Donation Account	9,981.29	0.00	0.00	0.28	9,981.57
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,200.56	0.00	0.00	1.17	53,201.73
Debt Service Series 2008	10,727.41	7,699,070.64	5,961,901.88	29.23	1,747,925.40
Powell Point Series 2003	19,358.89	0.00	0.00	0.46	19,359.35
Capital Projects 2012A	22,039,133.31	0.00	0.00	479.17	22,039,612.48
Debt Service 2012A	6,934.26	4,980,836.01	2,922,281.25	30.83	2,065,519.85
Debt Service 2012B	2,339.39	1,681,032.16	984,150.00	10.40	699,231.95
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,017.09	0.00	0.00	0.11	5,017.20
Workers' Comp	720,309.36	0.00	0.00	15.27	720,324.63
Property Tax Fund	32,135.19	0.00	0.00	0.68	32,135.87
General Fund	2,585,911.91	0.00	0.00	54.83	2,585,966.74
Food Service Fund	90,421.85	0.00	0.00	1.92	90,423.77
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.11	0.00	0.00	0.01	700.12
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.76	0.00	0.00	0.01	383.77
Capital Projects 2008	36,813.66	0.00	0.00	0.78	36,814.44
Capital Projects 2012A	22,040,588.07	0.00	0.00	467.33	22,041,055.40
MBIA Texas CLASS Fund					
General Account	15,330,228.04	0.00	0.00	1,119.69	15,331,347.73
Capital Project Series 1998	904.52	0.00	0.00	0.03	904.55
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	11,035,829.17	0.00	0.00	806.01	11,036,635.18
TEXSTAR					
Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	1,508,854.02	0.00	0.00	36.76	1,508,890.78
Capital Projects Series 2008	4,601,925.19	0.00	1,107,875.28	101.18	3,494,151.09
Debt Service Series 2012A	1,934,386.33	0.00	0.00	47.12	1,934,433.45
Debt Service Series 2012B	4,771.13	0.00	0.00	0.05	4,771.18
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	65,258.21	0.00	0.00	1.60	65,259.81
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,003,855.86	0.00	0.00	28.26	1,003,884.12
Capital Projects Series 2008	140.58	0.00	0.00	0.00	140.58
Capital Projects Series 2012A	4,967,487.63	0.00	297,742.94	135.62	4,669,880.31

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.03	\$3,788.82
LONE STAR ACCOUNT INTEREST	0.03	\$540.94
MBIA TEXAS CLASS ACCOUNT INTEREST	0.10	\$1,925.73
TEXSTAR ACCOUNT INTEREST	0.03	\$186.71
TEXAS TERM/DAILY ACCOUNT INTEREST	0.04	\$163.88
TOTAL CURRENT MONTH EARNINGS		\$6,606.08
EARNINGS 9-01-13 THRU 1-31-14		\$35,918.60
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$42,524.68

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

The Accelerated Language Department is requesting a budget change to pay for teachers to attend the World Languages Institute at Region 4.

199-11	School Leadership	(4,400.00)
199-13	Curriculum and Instr. Staff Development	4,400.00

The Business Office is requesting two budget amendments.

The first budget amendment is to amend the budget for a grant received by Adolphus Elementary for student travel to George Bush Library at Texas A&M University.

199-00	Revenue	1,500.00
199-11	Classroom Instruction	1,500.00

The second budget amendment is to increase the budget for the cost allocation to the General Fund of the additional School Resource Officer approved at the February 2014 Regular Meeting. The amendment covers the purchase of a vehicle, equipment, safes, and salary.

199-52	Security & Monitoring Services	78,000.00
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**CONSIDER APPROVAL OF INDEPENDENT AUDITORS
FOR THE 2013-14 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider approval of the engagement of the certified public accounting firm of Whitley Penn, LLP as the District’s independent auditors for the 2013-14 school year.

IMPACT/RATIONALE:

As a result of a competitive proposal process for independent auditing services conducted during the 2009-10 fiscal year, Whitley Penn LLP, formerly Null-Lairson, P.C., was recommended by the Financial Audit Committee. The selection was based on qualifications, fees, and other weighted criteria including estimated costs in future years. Due to the expertise and professional services delivered by the firm, administration requested and the firm provided a one-year renewal engagement letter at an estimated fee of \$63,500. Fees for the past three years are as follows:

<u>YEAR</u>	<u>ACTUAL</u>
2012-13	\$63,500
2011-12	\$61,500
2010-11	\$61,500

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

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

PROGRAM DESCRIPTION:

If approved, Whitley Penn, LLP would serve as the District’s independent auditors for the 2013-14 school year and would conduct the annual audit as required by the Texas Education Agency. A copy of the engagement letter is attached.

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

Recommended for approval:


Dr. Thomas Randle
Superintendent

March 3, 2014

To the Board of Trustees
Lamar Consolidated Independent School District
Rosenberg, Texas

We are pleased to confirm our understanding of the services we are to provide Lamar Consolidated Independent School District (the “District”) for the year ended August 31, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the District as of and for the year ended August 31, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the District’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Individual and combining fund statements and schedules
- 3) Texas Education Agency mandated schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, the Texas Education Agency's Financial Accountability System Resource Guide, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported

audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on first day of fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

To the extent they are applicable, these matters include—

- Significant deficiencies in internal controls
- Significant changes in accounting policies
- Our basis for conclusions regarding sensitive accounting estimates
- Significant audit adjustments (recorded and unrecorded)
- Consultation by management with other accountants on significant matters
- Serious difficulties encountered in performing the audit
- Disagreements with management.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party

service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Whitley Penn LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to U.S. Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Whitley Penn LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The District will be responsible for ensuring that the audit report is received by the Texas Education Agency within 150 days of the close of the fiscal year. The District is further responsible for ensuring that other appropriate governmental agencies receive copies of the audit report according to instructions in the Texas Education Agency Financial Accountability System Resource Guide.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Texas Education Agency and/or U.S. Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in July 2014 and to issue our reports in January 2015. Christopher L. Breaux, CPA is the engagement partners and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$63,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

- 1) Any weakness noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.
- 2) Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
- 3) The District's personnel are responsible for the preparation of all items requested in the "PBC listing" and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review accompanies this letter.

We appreciate the opportunity to be of service to Lamar Consolidated Independent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Whitley Penn, LLP

RESPONSE:

This letter correctly sets forth the understanding of Lamar Consolidated Independent School District.

By: _____

Title: _____

Date: _____

SYSTEM REVIEW REPORT

June 28, 2012

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

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to non-SEC issuers in effect for the year ended April 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to non-SEC issuers in effect for the year ended April 30 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen + Co., Ltd.

Olsen Thielen & Co., Ltd.

**CONSIDER APPROVAL OF REGION 4 INTERLOCAL AGREEMENT
FOR PRINTING SERVICES**

RECOMMENDATION:

That the Board of Trustees consider approval of entering into an Interlocal Agreement with Region 4 Education Service Center for printing services.

IMPACT/RATIONALE:

This agreement provides for printing services to include photocopying, digital printing, offset printing, wide-format printing, bindery, graphic design and layout, and other print industry related services. All services are provided on an as-needed basis with prior approval of quotes on a job-by-job basis.

PROGRAM DESCRIPTION:

These services are needed to supplement the work performed by our Graphic Arts Department. This Agreement shall be effective as of May 1, 2014 and shall remain in effect until terminated in writing by either party.

Submitted by: Jill Ludwig, Chief Financial Officer
Robin Sheehan, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

INTERLOCAL AGREEMENT

**Made by and between
Lamar Consolidated Independent School District (LCISD) and Region 4 Education Service Center
(Region 4 ESC)**

FOR PRINTING SERVICES

This Interlocal Agreement for “PRINTING SERVICES (“Agreement”) is made by and between LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“LCISD”) and REGION 4 EDUCATION SERVICE CENTER (“Region 4 ESC”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

PREMISES

WHEREAS, Chapter 791 if the Texas Government Code authorizes governmental entities, including regional education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

WHEREAS, regional education service centers may offer any service requested and purchased by any school district or campus in the state; and

WHEREAS, the Parties wish to enter into this Agreement to provide LCISD with “Printing Services;” and

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

AGREEMENT

I. Purpose

Lamar Consolidated Independent School District agrees to retain Region 4 Education Service Center and Region 4 ESC agrees to provide requested printing services to LCISD. Region 4 ESC shall perform such contractual services and responsibilities with reasonable care, skill, judgment, experience, and in a professional business-like manner.

II. Term and Termination

A. Term

This Agreement shall be effective as of May 1, 2014 (Effective Date”) and shall remain in effect until terminated in writing by either party.

B. Termination

This Contract may be terminated prior to the expiration of the Term hereof as follows:

1. By LCISD upon 60 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
2. By mutual written agreement of the parties, upon sixty (60) days prior notice: or
3. By either party immediately if the other party commits a material breach of any of the terms of this Contract and no remedial action can be agreed upon by the parties.

III. Duties and Responsibilities

A. Region 4 ESC

Pursuant to this Agreement, Region 4 ESC will provide the following:

1. Printing services to include photocopying, digital printing, offset printing, wide-format printing, bindery, graphic design and layout, and other print industry related services.
2. Job quotes on a job-by-job basis

B. Lamar CISD Duties and Responsibilities

Pursuant to this Agreement, LCISD will provide the following:

1. Job specifications as required by Region 4’s Print Center
2. Approval of quotes for jobs authorizing the work to be done
3. Payment of invoices for jobs accepted

IV. Fees

Most of the work in the print industry is customized and requires a quote to determine the precise cost of a job. LCISD will be provided a written quote for each job.

V. Miscellaneous Provisions

A. Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

B. Immunity as a Defense

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

C. Notices

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

LCISD: Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471
(832) 223-0169 Phone
(832) 223-0167 Fax
Attn: Robin Sheehan, Purchasing & Materials Manager

REGION 4 ESC: Region 4 Education Service Center
7145 West Tidwell
Houston, Texas 77092-2096
(713) 744-6331 Phone
(713) 744-0688 Fax
Attn: Bob Baker, Deputy Executive Director, Support Services

D. Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LCISD and Region 4 ESC, or any employee or agent of Region 4 ESC. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 4 ESC and any employee or agent of LCISD. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

E. Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Fort Bend County, Texas.

F. Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

G. Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

H. Agreement

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

I. Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

This space intentionally left blank.

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

Signature

Name

Title

Date

REGION 4 EDUCATION SERVICE CENTER:

Signature

Name

Title

Date

CONSIDER APPROVAL OF VENDOR FOR LIBRARY MANAGEMENT SYSTEM

RECOMMENDATION:

That the Board of Trustees approve Follett's proposal and Software License Agreement for the Destiny Library Management System (LMS) in the amount of approximately \$76,324 and authorize the Superintendent to negotiate the final contract.

IMPACT/RATIONALE:

The primary goal was the selection, implementation and operation of a system that will meet the needs of the district for the next seven to ten years. Additionally, the objective was to select a vendor partner who will grow with the district's needs and provide functionality beyond the initial product life cycle period. The new LMS will replace the aging and no longer adequate LMS. The entire system should be implemented and necessary training completed by August 2014. The contract includes software, services, project management, migration, maintenance, and support. The final contracted amount may differ slightly due to price breaks or additional features chosen by the district. This project will be funded from savings from the 2011 bond Skyward budget.

PROGRAM DESCRIPTION:

RFP 02-2014 was issued in January 2014, with 5 qualified responses. The overall objective of the system is to establish a comprehensive Library Management System that will include all necessary components. Some key features include:

- Centralized Management
- Hosted Environment
- Skyward Interface
- Circulation
- Inventory
- Cataloging
- Reporting
- Web-based Client and Public Access Catalog

Technology Services worked with the Purchasing Department and district librarians on bid specifications, evaluation, and award recommendation. The evaluation process included a weighted rubric pre-established in the bid. A team performed the initial evaluation of the proposals and used the developed rubric to select the top two proposals and vendors. These two vendors presented their products to a committee of librarians, teachers, administrators, and students. Both the librarian and non-librarian groups chose Follett.

Submitted by: David Jacobson, Chief Technology Information Officer
 Jill Ludwig, Chief Financial Officer
 Chad Jones, Director of Technology Development
 Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

RFP 02-2014, Library Management System

Bid Tabulation Round 1

February 24, 2014

Pricing	Follet	Alexandria	L4U	Insignia	Book Systems
Pricing - Year 1	\$ 76,324.00	\$ 57,995.21	\$ 79,530.00	\$ 35,000.00	\$ 123,060.00
Pricing - Year 2	\$ 35,000.00	\$ 35,964.00	\$ 39,824.00	\$ 35,000.00	\$ 10,325.00
Pricing - Year 3	\$ 35,000.00	\$ 35,964.00	\$ 39,824.00	\$ 35,000.00	\$ 10,325.00
Pricing - Year 4	\$ 35,000.00	\$ 35,964.00	\$ 39,824.00	\$ 30,000.00	\$ 38,150.00
Pricing - Year 5	\$ 35,000.00	\$ 35,964.00	\$ 39,824.00	\$ 30,000.00	\$ 38,150.00
Years 2-5 Total	\$ 140,000.00	\$ 143,856.00	\$ 159,296.00	\$ 130,000.00	\$ 96,950.00
Total 5 Year	\$ 216,324.00	\$ 201,851.21	\$ 238,826.00	\$ 165,000.00	\$ 220,010.00

Round 1 Scoring	Possible Points	Follet	Alexandria	L4U	Insignia	Book Systems
Completeness of Proposal	6	6	5	4.5	4.5	5.5
System meets current and future district needs	12	12	10	7	10	9
Reputation of vendor's goods or services - References & Experience of vendor	9	9	7.5	2.25	0	3
Implementation	3	3	2.5	1.75	2	1.25
The purchase price - cost of goods and service offered	6	0	2.64	0	6	0
Total long-term cost to the district to acquire vendor's goods and services	6	3.36	3.12	2.16	3.96	6
Quality and availability of vendor provided support and training	6	5.5	5.5	4	4	3.5
Total Points	48	38.86	36.26	21.66	30.46	28.25

RFP 02-2014, Library Management System

Bid Evaluation - Round 2

February 27, 2014

Library Group	Secondary Totals Alexandria	Secondary Totals Follett	Secondary Percent Alexandria	Secondary Percent Follett	Elementary Totals Alexandria	Elementary Totals Follett	Elementary Percent Alexandria	Elementary Percent Follett	TOTAL Alexandria	TOTAL Follett	PERCENT Alexandria	PERCENT Follett
Basic Requirements	4	6	40%	60%	11	5	55%	25%	15	11	50%	37%
Conversion, Implementation, & Training	1	9	10%	90%	5	9	25%	45%	6	18	20%	60%
Support Services	3	6	30%	60%	13	6	65%	30%	16	12	53%	40%
Warranty and Reliability	1	6	10%	60%	5	6	25%	30%	6	12	20%	40%
Evaluation Factors for Awards	1	7	10%	70%	7	8	35%	40%	8	15	27%	50%
General Specifications	3	7	30%	70%	8	10	40%	50%	11	17	37%	57%
Technical Specifications	2	8	20%	80%	7	8	35%	40%	9	16	30%	53%
Circulation System	3	7	30%	70%	12	7	60%	35%	15	14	50%	47%
Inventory Subsystem	3	7	30%	70%	7	8	35%	40%	10	15	33%	50%
Cataloging Subsystem	5	5	50%	50%	8	7	40%	35%	13	12	43%	40%
Public Access Catalog	1	9	10%	90%	12	7	60%	35%	13	16	43%	53%
Reporting	2	8	20%	80%	8	8	40%	40%	10	16	33%	53%
Cataloging Reports	3	7	30%	70%	7	8	35%	40%	10	15	33%	50%
Overall	2	8	20%	80%	10	10	50%	50%	12	18	40%	60%

Student/Teacher/Admin Group	TOTAL Alexandria	TOTAL Follett	PERCENT Alexandria	PERCENT Follett
Appearance	1	13	7%	93%
Ease of Use	4	10	29%	71%
Searching	3	11	21%	79%
Research	3	10	21%	71%
Patron Options	2	12	14%	86%
Overall	1	13	7%	93%

ALL GROUPS COMBINED	TOTAL Alexandria	TOTAL Follett	PERCENT Alexandria	PERCENT Follett
FINAL OVERALL	13	31	30%	70%

CONSIDER APPROVAL OF FIRE ALARM SYSTEM INSPECTION SERVICE

RECOMMENDATION:

That the Board of Trustees consider approval of APi Systems Group for fire alarm system inspection services.

IMPACT/RATIONALE:

Competitive Sealed Proposal #05-2014 requested prices for an annual contract for Fire Alarm system inspection and service. This proposal has two sections; a priced proposal for yearly inspections of fire alarms owned by LCISD and a labor and material proposal for services to add, maintain, and/or repair the fire alarm systems.

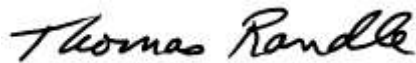
The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation process included a 13-point weighted evaluation system pre-established in the bid.

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract with automatic renewals for two additional one year periods if all conditions are met. Either party may provide a 30-day advance written notice of intent to cancel prior to the expiration of the annual periods. This agreement will commence on April 1, 2014.

Submitted by: Jill Ludwig, Chief Financial Officer
Kevin McKeever, Administrator for Operations
Robin Sheehan, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
CSP 05-2014
Fire Alarm System Inspection Service
March 20, 2014

	Api Systems Group	Classic Protection Systems, Inc.	Johnson Controls Inc.	Kaufman Company	Protech Fire & Security, LLC	Simplex Grinnell LP
Fire Alarm Annual Inspections						
Adolphus	535.00	750.00	5561.00	6480.00	2375.00	3038.70
ALC	475.00	504.00	1,047.00	1,440.00	555.00	714.00
Austin	535.00	567.00	1,791.00	1,440.00	330.00	519.75
Beasley	535.00	567.00	2,465.00	1,440.00	1,092.00	1,516.20
Bowie	535.00	567.00	2,554.00	1,440.00	1,193.00	1,526.70
Campbell	620.00	657.00	4,155.00	2,400.00	1,983.00	2,436.00
Development Center	535.00	567.00	1,291.00	1,400.00	532.00	774.90
Dickinson	535.00	504.00	865.00	1,400.00	235.00	336.00
Frost	600.00	636.00	3,558.00	6,480.00	1,792.00	2,202.90
Hubenak	615.00	715.00	2,109.00	1,440.00	2,022.00	2,515.80
Huggins	575.00	610.00	2,597.00	1,440.00	1,277.00	1,674.75
Hutchinson	575.00	610.00	4,003.00	1,440.00	1,742.00	2,327.85
Jackson	595.00	631.00	1,438.00	720.00	902.00	884.10
Long A	575.00	610.00	2,864.00	1,440.00	1,468.00	1,736.70
Long Gym	475.00	504.00	included	1,440.00	included	315.00
McNeill	585.00	715.00	4,152.00	1,440.00	2,000.00	2,587.20
Meyer	535.00	567.00	3,392.00	1,440.00	1,608.00	2,014.95
Pink	575.00	610.00	2,883.00	1,440.00	1,490.00	1,769.25
Ray	575.00	610.00	2,843.00	1,440.00	1,339.00	1,626.45
Seguin	595.00	631.00	1,626.00	1,440.00	913.00	1,018.50
Smith	595.00	610.00	1,867.00	1,440.00	952.00	1,053.15
Special Needs Center	575.00	610.00	882.00	720.00	392.00	559.65
Thomas	585.00	620.00	4,257.00	1,440.00	2,173.00	2,649.15
Travis	575.00	610.00	2,155.00	1,440.00	1,109.00	1,315.65
Velasquez	675.00	610.00	3,290.00	2,400.00	1,798.00	2,092.65
Williams	675.00	610.00	3,773.00	1,440.00	1,608.00	2,260.65
Navarro	800.00	848.00	2,848.00	1,440.00	1,322.00	1,635.90
Wertheimer	695.00	620.00	3,129.00	2,440.00	1,675.00	2,000.25
Wessendorff	800.00	827.00	3,275.00	1,440.00	1,563.00	1,944.60
Ryon	800.00	790.00	5,213.00	2,440.00	1,927.00	2,450.70
Briscoe Junior	800.00	848.00	7,557.00	6,480.00	3,550.00	4,263.00
George Junior	800.00	742.00	5,167.00	6,480.00	2,772.00	3,441.90
Lamar Junior	800.00	795.00	4,509.00	2,400.00	2,526.00	2,852.85
Reading Junior	975.00	954.00	10,278.00	6,480.00	4,307.00	5,483.10
Foster	1,600.00	1,193.00	9,381.00	6,480.00	4,973.00	6,563.55
Foster Field House	535.00	567.00	1,213.00	1,440.00	583.00	717.15
Lamar High	1,400.00	1,219.00	5,888.00	6,480.00	3,512.00	3,872.40
Lamar Field House	150.00	504.00	406.00	720.00	125.00	119.70
Terry High	1,600.00	1,193.00	7,394.00	2,400.00	3,405.00	4,510.80
Terry Auditorium	400.00	567.00	1,801.00	720.00	684.00	834.75
Terry Field House	275.00	504.00	830.00	720.00	420.00	444.15
George Ranch High	1,900.00	1,246.00	15,665.00	6,480.00	7,000.00	8,379.00
Ranch Field House	275.00	567.00	included	1,440.00	included	787.50
Athletic Administration	275.00	567.00	n/a	1,440.00	No Bid	729.75
Brazos Crossing	225.00	567.00	520.00	720.00	175.00	491.40
Maintenance	225.00	424.00	573.00	720.00	247.00	451.50
Satellite Transportation	225.00	375.00	1,362.00	720.00	387.00	546.00
TOTAL	30,415.00	31,719.00	154,427.00	108,000.00	74,033.00	93,986.55
PRICING FOR SERVICES						
Master Technician						
Price per hour	75.00	96.00	118.00	90.00	115.00	92.39
Overtime per hour	95.00	110.00	172.00	120.00	115.00	161.68
Technician Helper						
Price per hour	75.00	48.00	No Bid	90.00	n/a	n/a
Overtime per hour	95.00	72.00	No Bid	120.00	n/a	n/a
Travel Time						
Price per hour	n/a	96.00/call	85.00	n/a	15.00	n/a
Overtime per hour	n/a	0.00	127.50	n/a	15.00	n/a
Material/Equipment						
Material cost plus	25%	1.5%	15%	20%	30-32%	20%
New Equipment cost plus	25%	1.5%	15%	20%	30-32%	20%
Average Response Time to Calls	2 hours	2-4 hours	4 hours	2 hours	2-4 hours	4 hours
Emergency Response Time to Calls	2 hours	2-4 hours	2 hours	2 hours	2 hours	4 hours

CSP 05-2014, Fire Alarm System Inspection Service
 Evaluation Summary
 March 20, 2014

SERVICES EVALUATION (Average of 3 appraisers)

Each line item is weighted by points. The number of points awarded may be all, partial, or none. A low number means low evaluation and a high number means a high evaluation of the line item.

		Api Systems Group	Classic Protection Systems, Inc.	Johnson Controls, Inc.	Kauffman Company	Protech Fire & Security, LLC	Simplex Grinnell LP
13 PTS	The amount of the Base Proposal.	11.7	10.7	1.3	2.7	5.3	5.7
12 PTS	Quality of work previously performed in the district.	11.7	12.0	9.3	6.3	0.0	7.0
10 PTS	The amount of special services rates for labor and parts.	10.0	9.0	8.0	8.0	7.3	7.3
9 PTS	The sufficiency of the contractors total resources.	9.0	8.7	8.0	8.0	8.0	8.3
8 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	8.0	8.0	8.0	8.0	8.0	8.0
8 PTS	The responsibility and reputation of the Contractor.	8.0	8.0	4.7	4.7	4.3	5.0
8 PTS	Guaranteed maximum response time.	8.0	7.3	7.0	7.3	7.0	6.7
6 PTS	The likelihood that the Contractor will perform without delay or interference.	6.0	6.0	5.7	5.7	5.3	5.7
6 PTS	The quality and availability of the Contractors personnel and services.	6.0	6.0	5.7	6.0	5.3	6.0
5 PTS	The Contractor's previous compliance with laws affecting the service.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Safety record of Contractor according to OSHA inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities.	5.0	5.0	5.0	5.0	5.0	5.0
100 PTS	TOTAL POINTS	98.3	95.7	77.7	76.7	70.7	79.7

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
EDUCATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK**

RECOMMENDATION

That the Board of Trustees approve the attached resolution proclaiming April 21-25, 2014 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE

April 21-25, 2014 is proclaimed as the National Administrative Professionals' Week. Educational Administrative Professionals are valuable members of educational teams in schools and contribute in many ways beyond their traditional function as a secretary. Their assistance is invaluable in the daily activities of a school campus and the administrative operations of Lamar CISD.

Educational administrative professionals provide support for students and staff and are charged with providing accurate record keeping services which is highly important in an educational environment.

Educational administrative professionals serve as trusted communicators with parents and community members and their connection to the community fosters positive public relations for the District.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **administrative professionals** are valuable members of educational teams in schools and their administrative operations; and

WHEREAS, educational **administrative professionals** contribute in many ways beyond their most recognizable function as a secretary; and

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

WHEREAS, **administrative professionals** serve our educational community by providing support for students and staff; and

WHEREAS, **educational administrative professionals** assist school and District personnel as trusted communicators with parents and community members; and

WHEREAS, their connection to the community aids in communication and positive public relations within the community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 21– 25, 2014 as **Educational Administrative Professionals' Week**, and encourages members of the Lamar Consolidated Independent School District staff and community to express appreciation to our **educational administrative professionals**.

Adopted this 20th day of March 2014.

Julie Thompson, President

Frank Torres, Secretary

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

RECOMMENDATION

That the Board of Trustees approve the attached resolution proclaiming the week of April 14-18, 2014 as Librarians' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE

Librarians are valuable members of the education team in Lamar CISD schools. Campus librarians contribute to the education of all students in many ways that extend beyond their most recognizable function as the resource director for each campus.

School librarians serve as instructors for early literature appreciation and share their knowledge of literature as an important learning tool.

School librarians provide information about additional instructional resources for teachers and students. Their assistance is especially important as students learn the research process as part of the learning process.

School librarians are also important resource persons in curriculum development, textbook selection and reviewing instructional materials. Their knowledge of instructional technology and educational programs serves as an additional resource for students and staff.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **school librarians** play a critical role in the education process through involvement in reading and research; and

WHEREAS; **school librarians** serves as an instructor for early literature appreciation and shares a unique knowledge of literature as a way to learn and as a recreational pastime; and

WHEREAS, **school librarians** serve as a resource director for each campus, as well as providing instructional support for teachers and students; and

WHEREAS, **school librarians** teach students to use research as an extension of the learning process that will help students throughout their educational career; and

WHEREAS, **school librarians** play an important role in curriculum development, textbook selection and a review of instructional materials; and

WHEREAS, **school librarians** maintain a knowledge of instructional technology and educational programs that serve as a resource to students and staff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 14-18, 2014 as **Librarians' Week**, and encourages all members of the Lamar Consolidated Independent School District staff and community to express appreciation to our school librarians.

Adopted this 20th day of March 2014

Julie Thompson, President

Frank Torres, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of April 21-25, 2014 as Volunteer Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Parent and family involvement in children's lives is critical to their success as children and adults. Volunteering is one of the most important aspects of parent involvement in the public school setting.

Volunteers are invaluable to our schools, teachers and students, by helping them greatly extend and increase their resources.

The goal of Volunteer Appreciation Week is to call attention to value of the many volunteers in our public schools and to show appreciation for the service that they provide.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, parent and family involvement in children's lives is critical to their success as children and adults; and

WHEREAS, volunteering is one of the most important aspects of parent involvement; and

WHEREAS, volunteers are invaluable to our schools, teachers and students by greatly extending and increasing the District's resources; and

WHEREAS, the goal of Volunteer Appreciation Week is to bring a greater awareness and demonstrate appreciation for the many hours of labor provided by the volunteers in our schools;

NOW, THEREFORE, BE IT RESOVED THAT the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 21 – 25, 2014 to be **Volunteer Appreciation Week** in the Lamar Consolidated Independent School District.

Adopted this 20th day of March 2014 by the Lamar Consolidated Independent School District Board of Trustees.

Julie Thompson, President

Frank Torres, Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the district.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Gilbane Building Company donated \$3,000 to Staff Development to cover the cost of the Administrative Retreat in July.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF REQUEST FOR 2014 HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE GEORGE RANCH HISTORICAL PARK**

RECOMMENDATION:

That the Board of Trustees approve 2014 Historic Site Exemption Qualification for the George Ranch Historical Park.

BACKGROUND INFORMATION:

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the George Ranch Historical Park for the past several years. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the George Foundation has applied for a historical tax exemption for the taxes to be levied for the 2014-2015 school year.

TAXPAYER	LOCATION/ TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
THE GEORGE FOUNDATION	THE GEORGE RANCH HISTORICAL PARK	\$12,267,635	\$170,526.26

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 4, 2014

Via email to kvacek@lcisd.org

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

**Re: 2014 Ad Valorem Tax Exemption Application for Historic
Site Exemption – The George Ranch Historical Park**

Dear Dr. Randle:

Enclosed please find the 2014 Historic Site Exemption Application for
The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should
you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION



Sandra G. Thompson
Chief Financial Officer

Enclosure

cc: Roger Adamson, Chief Executive Officer



Application for Historic or Archeological Site Property Tax Exemption

Property Tax
Form 50-122

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B. F. Berry Blvd. Rosenberg, Texas 77471

Address, City, State, ZIP Code

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

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

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

OTHER IMPORTANT INFORMATION

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

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

2014

State the year for which you are seeking an exemption

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

The George Foundation

Name of Property Owner

310 Morton St., PMB Suite C

Mailing Address

Richmond, Texas 77469

City, State, ZIP Code

Phone (area code and number)

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

individual partnership corporation other (specify): Not-For-Profit, 501(c)(3) Tax Exempt Organization

Roger Adamson

Chief Executive Officer

Name of Person Preparing this Application

Title

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

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

74-6043368

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

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

The George Ranch Historical Park 10215 FM 762, Richmond, TX 77469

Address, City, State, ZIP Code

470.977 Acres - See Attached Detail

CAD #s R127514, R35055,

R46553,R33739,R386497

Legal Description (if known)

Appraisal District Account Number (if known)



Application for Historic or Archeological Site Property Tax Exemption

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

Lamar Consolidated ISD

Fort Bend County

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

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

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

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

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

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

STEP 6: Read, Sign, and Date

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

sign here

[Handwritten Signature]

03/04/2014

Authorized Signature

Date

Roger Adamson

Printed Name

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

The George Foundation
 Attachment to Form 50-122
 Application for Historic or Archeological Site Property Tax Exemption
 2014

Step 3: Legal Description of Property	Account Number	CAD #
31.4220 Acres Peter Tal A-337	#0337-00-000-0011-901	R127514
65.4119 Acres John Jones A-41	#0041-00-000-0011-901	R33739
252.3200 Acres Wiley Martin A-56	#0056-00-000-0051-901	R35055
121.6150 Acres Wm Ryon A-368	#0368-00-000-0011-901	R46553
0.2081 Acres John Jones A-41	#0041-00-000-0012-901	R386497
<u>470.9770 Acres</u>		

**CONSIDER APPROVAL OF CSP #03-2014 FOR THE RENOVATIONS TO
ALTERNATIVE LEARNING CENTER, AUSTIN ELEMENTARY, BEASLEY
ELEMENTARY, FOSTER HIGH, LAMAR CONSOLIDATED HIGH, LAMAR JUNIOR
HIGH, TAYLOR RAY ELEMENTARY AND TRAVIS ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve Bass Construction for the renovations to the Alternative Learning Center, Austin Elementary, Beasley Elementary, Foster High, Lamar Consolidated High, Lamar Junior High, Taylor Ray Elementary, and Travis Elementary plus alternates in the amount of \$4,340,950 and amend budget as necessary.

IMPACT/RATIONALE:

February 27, 2014 competitive sealed proposals were received. Four (4) contractors submitted proposals. The renovations include: new air handling units for Austin and Beasley Elementary schools; a new drive and parking for Travis Elementary; new exhaust fans at Taylor Ray Elementary; new boiler installed at Lamar Junior High; new cooling tower at Lamar Consolidated High and Lamar Junior High; Agriculture shop renovated at Foster High; and a new addition and new parking at the Alternative Learning Center. These renovations were budgeted for in the 2011 Bond Referendum. After review of all the proposals, VLK Architects Inc., Gilbane, and the Administration recommend Bass Construction for the 2014 summer renovations.

PROGRAM DESCRIPTION:

Upon approval Bass Construction will begin the 2014 Summer Renovation Projects.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



March 5, 2014

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

Re: Lamar CISD Miscellaneous Renovations 2014 CSP # 03-2014
VLK project # 1368.00

Dear Mr. Bailey:

On Thursday, February 27, 2014, Competitive Sealed Proposals were received at the Lamar Consolidated Independent School District's Administration Building for the Miscellaneous Renovations 2014. Four (4) Contractors submitted proposals.

Based on a review of the submitted proposals, accompanying proposal bonds and after evaluation of the proposals based on the districts selection criteria published in the specifications, per Education Code Chapter 44 and SB 669, and per our meeting with Gilbane and the evaluation committee, VLK Architects, hereby recommends that the Lamar Consolidated Independent School District Board of Trustees award the construction contract to **Bass Construction in the sum of Four Million Three Hundred Forty Thousand Nine Hundred Fifty Dollars (\$4,340,950.00)**. This award includes the Base Proposal and Alternates #3 and #11. Bass Construction is the highest ranked proposer based upon the proposed price and scoring of the published criteria and therefore represents the best value to the District.

Bass Construction is a Rosenberg based general contractor that has been actively involved in the construction industry for many years and has successfully completed multiple school district projects. After discussions with their references, we feel they are well qualified to execute the requirements of this contract.

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

Sincerely,
VLK Architects

A handwritten signature in black ink, appearing to read "Todd J. Lien", written in a cursive style.

Todd J. Lien AIA
Principal

CC: File

Miscellaneous Renovations 2014 CSP#03-2014

Final Recommendation	
Recommendation:	BASS CONSTRUCTION
Base Proposal	= \$4,142,950
Accepted Alternates	= <u>\$198,000</u>
Total Contract Amount	\$4,340,950.00

Firm	Overall Score	Rank	Evaluation Spread	Total Proposal Amount	Spread
BASS CONSTRUCTION	96.0	1	0.0	\$4,340,950	\$0
DRYMALLA CONSTRUCTION COMPANY	87.6	3	8.4	\$4,643,000	\$302,050
JAMAIL & SMITH CONSTRUCTION, LP	83.8	4	12.2	\$4,757,000	\$416,050
PURCELL CONSTRUCTION, INC.	88.3	2	7.7	\$4,658,000	\$317,050

**CONSIDER APPROVAL OF CSP #04-2014 FOR THE CONSTRUCTION OF THE
NEW ARREDONDO ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve Drymalla Construction Company for the construction of the new Arredondo Elementary in the amount of \$14,465,317.

IMPACT/RATIONALE:

The construction of Arredondo Elementary is a specific project in the 2011 Bond Referendum. Arredondo Elementary is scheduled to open in the fall of 2015. A total of nine (9) general contractors obtained documents and four (4) submitted proposals. After reviewing the proposals, qualification statements and references, the administration, Gilbane Building Company, and PBK Architects recommend Drymalla Construction Company.

PROGRAM DESCRIPTION:

Upon approval Drymalla Construction Company will begin the construction of the new Arredondo Elementary.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 5, 2014

VIA: E-Mail



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

RE: John M. Arredondo Elementary School
Lamar Consolidated Independent School District
Recommendation for Award of Construction Contract
PBK Project No.: 13184/LCISD CSP #04-2014

Dear Mr. McKeever:

On Tuesday, February 25, 2014 Competitive Sealed Proposals were received by the Lamar Consolidated Independent School District for John M. Arredondo Elementary School. A total of nine (9) general contractors obtained construction documents and a total of four (4) general contractors submitted proposals.

A Selection Committee made up of District staff, Gilbane and PBK began evaluating the proposals immediately, ranking each proposer on the selection criteria published in the Instructions to Proposers section of the Contract Documents. The selection committee considered the Contractor's Proposals, additional information submitted as part of the proposal submission, and additional references from area school districts, architects and consultants.

Based on a thorough review of the submitted proposals, qualifications, references, and recommended alternates, PBK hereby recommends acceptance of the proposal outlined below and on the attached proposal review document for John M. Arredondo Elementary School as submitted by Drymalla Construction Company.

Base Proposal	\$13,726,000.00
Alternate No. 1a: Automated Logic Controls	\$225,000.00
Alternate No. 2a: Trane Chillers	\$133,000.00
Alternate No. 5a: Hollow Core Planks	\$815,000.00
Post Proposal Cost Reductions	(\$433,683.00)
Total	\$14,465,317.00

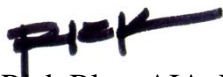
We have had extensive experience with Drymalla Construction Company on numerous projects in the Houston area. Drymalla Construction Company was also the Construction Manager and General Contractor for George Ranch High School and Antoinette Reading Jr. High School, Polly Ryon Middle School, and Judge James C. Adolphus Elementary School. We are very confident that Drymalla Construction

Mr. Kevin McKeever
February 27, 2014
Page 2 of 2

Company is well qualified to successfully execute the requirements of this contract. We look forward to a successful construction phase for this project with your staff, Gilbane and Drymalla.

We would like to express our sincere thanks to you, the Board of Trustees, Dr. Randle and all of the Lamar Consolidated Independent School District staff for your assistance during the planning phase of this project. If you have any questions concerning this issue or our recommendation, please do not hesitate to contact us.

Sincerely,
PBK, Inc.



Rick Blan, AIA, LEED AP
Partner

Attachment: Proposal Recommendation

cc: Ed Bailey, Gilbane
Marc Bollom, Gilbane
Betty Chapman, PBK
Lorin Y. Pargoud, PBK
File 4C

**John M. Arredondo
Elementary School
CSP #04-2014**

Final Recommendation		
General Contractor Recommendation: Drymalla Construction Co.		
Base Proposal	=	\$13,726,000.00
Accepted Alternates	=	\$1,173,000.00
Base + Alternates	=	\$14,899,000.00
Post Proposal Reductions	=	\$433,683.00
Total Recommended Contract Amount	=	\$14,465,317.00

Firm	Overall Score	Rank	Evaluation Spread	Total Proposal Amount	Spread
Comex	172.8	3	8.7	\$16,052,000	\$1,153,000
Drymalla	181.4	1	0.0	\$14,899,000	\$0
Gamma	163.7	4	17.7	\$16,079,000	\$1,180,000
Purcell	177.5	2	3.9	\$16,042,000	\$1,143,000

**CONSIDER APPROVAL OF THIRD PARTY REVIEW CONSULTING SERVICES
FOR THE TRAYLOR STADIUM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for the third party review consulting services for the Traylor Stadium Renovations in the amount of \$1,350.

IMPACT/RATIONALE:

On November 8, 2011 a bond referendum was approved that included renovations to Traylor Stadium. The State of Texas requires that a third party review the design for compliance with the Texas Accessibility Standards. This plan review will ensure substantial compliance with the codes referenced. Funding for this review is included in the 2011 Bond Referendum.

PROGRAM DESCRIPTION:

Upon approval Winning Way will start the review process of the renovations to Traylor Stadium for compliance with the Texas Accessibility Standards.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
PAGER 281-278-1833
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

March 4, 2013

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
LCISD Traylor Renovations Project
1000 East Stadium Dr
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – LCISD Traylor Renovation
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided during telephone conversations, with Mr. Timothy Rose of PBK Architects.

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

LCISD Traylor Renovation Project
Lamar Consolidated ISD

TAS – Plan Review	\$600.00
TAS – Site Inspection	\$575.00
TDLR Fee	\$175.00
Total	\$1,350.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

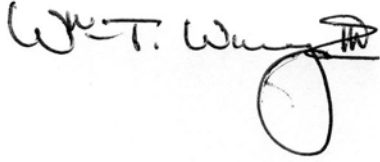
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

LCISD Traylor Renovation Project
Lamar Consolidated ISD
March 4, 2014
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONSULTING SERVICES
FOR THE RENOVATIONS TO TRAYLOR STADIUM**

RECOMMENDATION:

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos consulting services for the asbestos survey associated with renovations to Traylor Stadium not to exceed the amount of \$1,040.

IMPACT/RATIONALE:

The 2011 Bond Referendum included the renovations to Traylor Stadium. An asbestos survey must be performed by a State of Texas licensed asbestos consultant prior to the construction project. Personnel licensed with the Texas Department of State and Health Services will inspect the facility to determine evidence of suspect asbestos containing materials. If asbestos is determined to be in the proposed renovation areas they will be abated prior to the renovation project.

PROGRAM DESCRIPTION:

Upon approval ESI will survey Traylor Stadium for asbestos containing materials.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

January 29, 2014

Sent via e-mail: MBollom@GilbaneCo.com

Mr. Marc Bollom
Senior Project Manager
LCISD Bond Program
Gilbane Building Company
1002 ½ East Stadium Drive
Rosenberg TX 77471

**Re: Proposal for Asbestos Survey
Traylor stadium
4606 Mustang Avenue, Rosenberg, Texas
ESI Proposal No. 14012916**

Dear Mr. Bollom:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey of the interior of the Traylor stadium building located at 4606 Mustang Avenue in Rosenberg, Texas. ESI will provide the necessary professional services to assist you in successfully managing environmental issues in a cost-effective manner. ESI estimates the cost for this service from **\$665 to \$1,040**. A detail cost breakdown is presented herein.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are not to be disturbed, this survey does not include exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations with regard to asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

These services will be performed in on a time-and-materials basis and invoiced in accordance with our current Standard Fee Schedule. ESI proposes to provide the necessary personnel, equipment and supplies for an estimated cost from **\$665 to \$1,040**. The following is an estimate of costs associated with this project.

Asbestos Survey

Labor

Manager of Environmental Services, 0.5-1 hour @ \$90/hr	\$ 45	to	\$ 90
Project Manager, 2-3 hours @ \$80/hr	160	to	240
Licensed Asbestos Inspector, 4-6 hours @ \$60/hr	240	to	360

Other Direct Cost

Asbestos, (PLM) Bulk Samples, 9-15 samples @ \$20/sample	\$ 180	to	\$ 300
Mileage expenses	40	to	50

Total Estimated Cost **\$ 665** **to** **\$ 1,040**

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services
JPH (14012916 pro)

A C C E P T E D:

LAMAR CONSOLIDATED I.S.D.

By: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF THIRD PARTY REVIEW CONSULTING SERVICES
FOR THE NEW NATATORIUM**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for the third party review consulting services for the new Natatorium in the amount of \$1,750.

IMPACT/RATIONALE:

On November 8, 2011 a Bond Referendum was approved that included the construction of the new Natatorium. The State of Texas requires that a third party review the design for compliance with the Texas Accessibility Standards. This plan review will ensure substantial compliance with the codes referenced. Funding for this review is included in the 2011 Bond Referendum.

PROGRAM DESCRIPTION:

Upon approval Winning Way will start the review process of the new Natatorium for compliance with the Texas Accessibility Standards.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
PAGER 281-278-1833
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

March 4, 2013

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
LCISD Natatorium
1011 Horace Mann Ave
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – LCISD Natatorium
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below. This proposal is based on information provided during telephone conversations, with Mr. Timothy Rose of PBK Architects.

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

LCISD Natatorium
Lamar Consolidated ISD

TAS – Plan Review	\$800.00
TAS – Site Inspection	\$775.00
TDLR Fee	\$175.00
Total	\$1,750.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

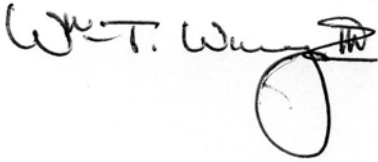
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

LCISD Natatorium
Lamar Consolidated ISD
March 4, 2014
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

CONSIDER APPROVAL OF CENTERPOINT EASEMENT FOR FIRETHORNE

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy easement for electric distribution and related communication facilities on district property located in the Firethorne subdivision.

IMPACT/RATIONALE:

CenterPoint Energy is requesting this easement to provide permanent electrical service for the build out of the subdivision. This will allow CenterPoint Energy to provide aerial service to the new development in the Firethorne subdivision.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will record this easement with Fort Bend County and provide electrical power to the new development in the Firethorne subdivision.

Submitted by: J. Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

- 1) An easement fourteen (14) feet wide, the location of which is shown by the hatched area on Sketch No. 13-0747, attached hereto and made a part hereof, together with an unobstructed aerial easement seven (7) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located southerly of and adjoining said fourteen (14) foot wide easement.
- 2) An easement five (5) feet wide, the location of the centerline of which is shown by the dot-dash symbol on said attached Sketch No. 13-0747.

Grantor, its successors and assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors or assigns, Grantor, its successors or assigns shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and

singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

EXECUTED this _____ day of _____, 2013.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said district.

Given under my hand and seal of office this _____ day of _____, 2013.

Notary's Signature

Name typed or printed

Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

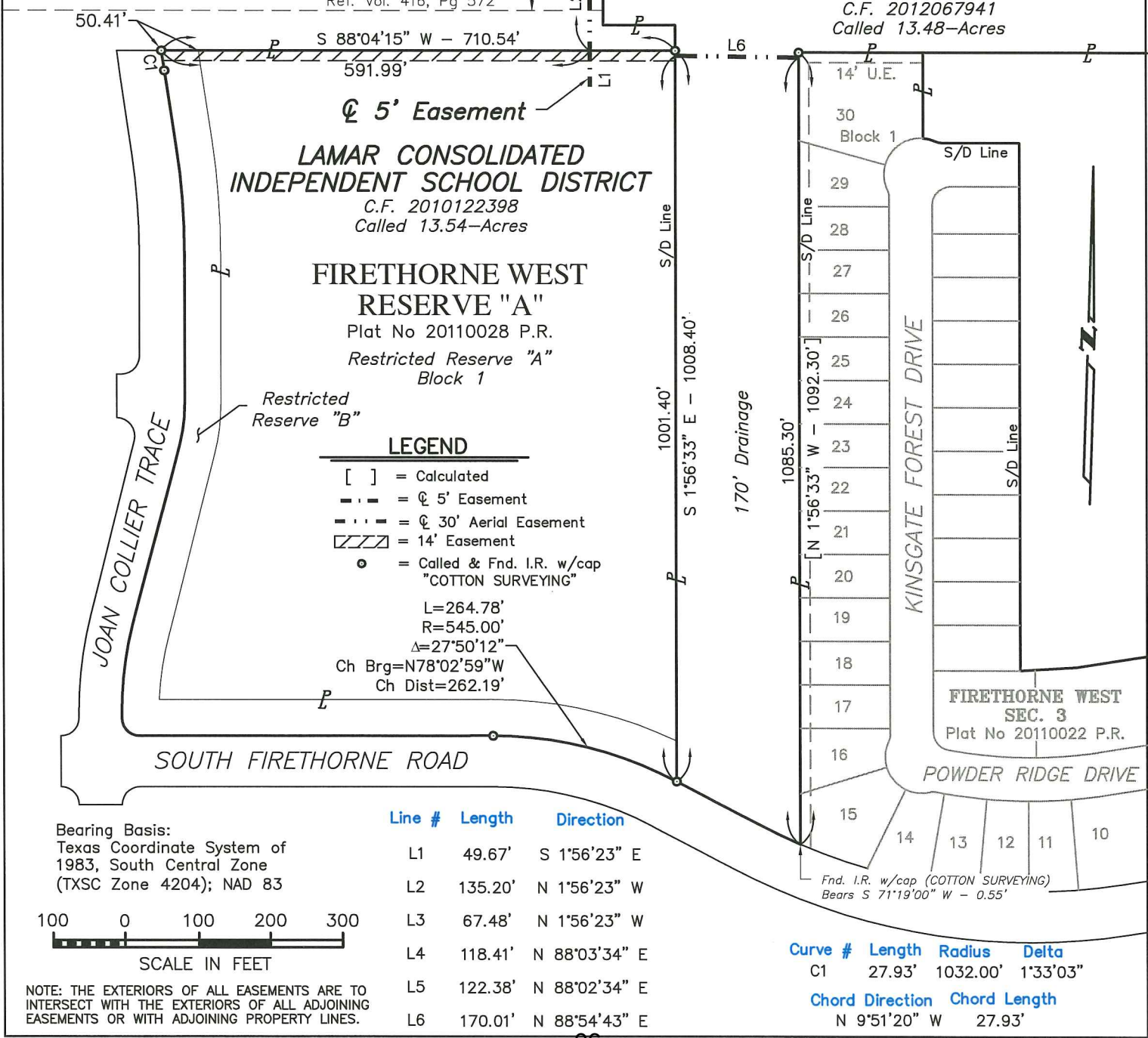


JOSEPH D. VERMILLION SURVEY A-339

JDC/FIRETHORNE, LTD
C.F. 2005132315
Residue of 429.590-Acres

C.F. 2013047501
Called 0.2017-Acres
Fnd. Mag Nail

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 151
C.F. 2012067941
Called 13.48-Acres



25' Drainage Esmt.
Ref. Plat No 20110028 P.R.
Ref. Vol. 416, Pg 572

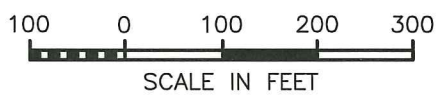
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
C.F. 2010122398
Called 13.54-Acres

FIRETHORNE WEST RESERVE "A"
Plat No 20110028 P.R.
Restricted Reserve "A"
Block 1

LEGEND

- [] = Calculated
 - - - = 5' Easement
 - . - . = 30' Aerial Easement
 - ▨ = 14' Easement
 - = Called & Fnd. I.R. w/cap "COTTON SURVEYING"
- L=264.78'
R=545.00'
Δ=27°50'12"
Ch Brg=N78°02'59"W
Ch Dist=262.19'

Bearing Basis:
Texas Coordinate System of 1983, South Central Zone (TXSC Zone 4204); NAD 83



Line #	Length	Direction
L1	49.67'	S 1°56'23" E
L2	135.20'	N 1°56'23" W
L3	67.48'	N 1°56'23" W
L4	118.41'	N 88°03'34" E
L5	122.38'	N 88°02'34" E
L6	170.01'	N 88°54'43" E

Curve #	Length	Radius	Delta
C1	27.93'	1032.00'	1°33'03"

Chord Direction Chord Length
N 9°51'20" W 27.93'

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

**CONSIDER APPROVAL OF WASTE WATER AND WATER EXPANSION FEE
TO THE CITY OF FULSHEAR**

RECOMMENDATION:

That the Board of Trustees approve the waste water and water expansion fee to the City of Fulshear in the amount of \$920,000.

IMPACT/RATIONALE:

In March of 2011 the Board of Trustees entered into a development agreement with the City of Fulshear. The agreement included an expansion fee that the District would pay to the City of Fulshear for waste water and water service to the new Dean Leaman Junior High and Churchill Fulshear, Jr. High School. The fee is calculated for the plant to provide 100,000 gallons of water to the Fulshear High complex with an estimated 80,000 gallons to the waste water plant. This fee will allow the City of Fulshear to expand the services in time for the opening of the new schools.

PROGRAM DESCRIPTION:

Upon approval Lamar CISD will pay the City of Fulshear \$920,000 for the expansion of the waste water and water service to the new Dean Leaman Junior High and Churchill Fulshear, Jr. High Schools.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

February 26, 2014

Mr. C. J. Snipes, City Administrator
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: Water & Sanitary Sewer Service
to LCISD Tract F.M. 1093

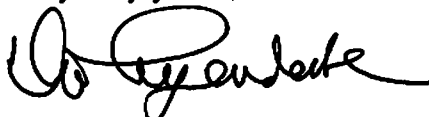
Dear CJ:

I have calculated the cost of the water plant and wastewater plant capacity needed to serve the LCISD tract. Under the agreement between the City of Fulshear and LCISD 100,000 gallons per day of water capacity was allocated for the schools improvements. Using the assumption that 80% of the water usage will end up in the wastewater plant equates to 80,000 gpd of wastewater capacity. Using data from similar projects in the area, I estimate the water plant capacity to be \$5.60 per gallon per day (gpd) and the wastewater capacity to be \$4.50 gpd. Listed below is the estimated cost of the City of Fulshear to replace this water plant and wastewater plant capacity.

Water Plant Capacity	100,000 gpd @ \$5.60 gpd	\$560,000.00
Wastewater Plant Capacity	80,000 gpd @ \$4.50 gpd	<u>360,000.00</u>
Total Replacement Cost.....		\$920,000.00

If you have any questions or if you need additional information please feel free to contact me.

Very truly yours,



David Leyendecker, P.E., R.P.L.S.

DL/pe

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT MONITORING SERVICES
FOR THE ALTERNATIVE LEARNING CENTER RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos monitoring services for the Alternative Learning Center Asbestos Abatement Project in the amount of \$6,310.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to the Alternative Learning Center. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspector's time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during, and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval ESI will provide asbestos monitoring services for the Alternative Learning Center Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 4, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Proposal for Asbestos Abatement Consulting
Alternative Learning Center
1708 Avenue M, Richmond, Texas
ESI Proposal No. 14030429**

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Alternative Learning Center located at 1708 Avenue M in Richmond, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D., c/o Gilbane Building Co. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 1,400 square feet of floor tile and associated mastic from the office and waiting area. Alternate removal of 120 square feet of floor tile and associated mastic from the storage area, two each (2 ea.) approximately 6 inches diameter x 14 foot high of possible exhaust flue behind plaster walls in the office and waiting area, and to the sampling and possible consulting for the temporary exterior door at the Alternative Learning Center to accommodate renovations. These services will include performing on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractors time bid of two to six days for an estimated cost of **\$2,600 to \$6,310**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and

Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of two to six days for an estimated cost of **\$2,600 to \$6,310**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Project Management Labor

Project Manager, 2-4 hours @ \$80/hr	\$ 160	to	\$ 320
On-Site Project Manager, 20-60 hours @ \$60/hr ⁽¹⁾	1,200	to	3,600
Asbestos Inspector, 2-3 hours @ \$60/hr ⁽¹⁾	120	to	180

Final Report

Estimate	\$ 300	to	\$ 500
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Other Direct Costs

TEM Final Air Clearance Samples, 10-20 samples @ \$80/ea ⁽²⁾	\$ 800	to	\$ 1,600
Asbestos, (PLM) Bulk Samples, 1-3 samples @ \$20/sample	20	to	60
Mileage expenses	<u>\$ 0</u>	to	<u>\$ 50</u>
Total Estimated Cost	<u>\$ 2,600</u>	to	<u>\$ 6,310</u>

⁽¹⁾ Project Monitor cost includes: pumps, microscope, and supply expenses.

⁽²⁾ Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm²) and analyzed reported on a 12-hour turn-around following receipt from the laboratory.

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk



presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D., c/o Gilbane Building Co. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services

JPH (14030429 pro)

ACCEPTED:

LAMAR CONSOLIDATED I.S.D., C/O GILBANE BUILDING CO.

By: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT MONITORING SERVICES
FOR THE LAMAR CONSOLIDATED HIGH RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos monitoring services for the Lamar Consolidated High Asbestos Abatement Project in the amount of \$3,070.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to Lamar Consolidated High. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspector's time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval ESI will provide asbestos monitoring services for Lamar Consolidated High Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 4, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Proposal for Asbestos Abatement Consulting
Lamar High School
4606 Mustang Avenue, Rosenberg, Texas
ESI Proposal No. 14030430**

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Lamar High School located at 4606 Mustang Avenue in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D., c/o Gilbane Building Co. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of one 4 foot long x 2 foot wide x 3 foot high boiler and flue with assumed asbestos insulations within at the Lamar High School to accommodate renovations. These services will include performing on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractors time bid of two to three days for an estimated cost of **\$1,660 to \$3,070**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of two to three days for an estimated cost of **\$1,660 to \$3,070**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Project Management Labor

Project Manager, 2-4 hours @ \$80/hr	\$ 160	to	\$ 320
On-Site Project Manager, 20-30 hours @ \$60/hr ⁽¹⁾	1,200	to	1,800

Final Report

Estimate	\$ 300	to	\$ 500
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Other Direct Costs

TEM Final Air Clearance Samples, 0-5 samples @ \$80/ea ⁽²⁾	\$ 0	to	\$ 400
Mileage expenses	<u>\$ 0</u>	to	<u>\$ 50</u>

Total Estimated Cost	<u>\$ 1,660</u>	to	<u>\$ 3,070</u>
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- (1) Project Monitor cost includes: pumps, microscope, and supply expenses.
- (2) Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm²) and analyzed reported on a 12-hour turn-around following receipt from the laboratory.

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a

charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.



Lamar Consolidated I.S.D., c/o Ms. Stefanie Roberts, Gilbane Building Co.
Lamar High School
4606 Mustang Avenue, Rosenberg, Texas
Page 4 of 4

We appreciate the opportunity that Lamar Consolidated I.S.D., c/o Gilbane Building Co. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services

JPH (14030430 pro)

ACCEPTED:

LAMAR CONSOLIDATED I.S.D., C/O GILBANE BUILDING CO.

By: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT MONITORING SERVICES
FOR THE LAMAR JUNIOR HIGH RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos monitoring services for the Lamar Junior High Asbestos Abatement Project in the amount of \$4,070.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to Lamar Junior High. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspector's time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval ESI will provide asbestos monitoring services for Lamar Junior High Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



March 4, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Proposal for Asbestos Abatement Consulting
Lamar Junior High School
4814 Mustang Avenue, Rosenberg, Texas
ESI Proposal No. 14030432**

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Lamar Junior High School located at 4814 Mustang Avenue in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D., c/o Gilbane Building Co. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of two each (2 ea.) 9 foot long x 5 foot wide x 6 foot high Boilers and flues with assumed asbestos insulations within at the Lamar Junior High School to accommodate renovations. These services will include performing on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractors time bid of three to four days for an estimated cost of **\$2,260 to \$4,070**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work



procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of three to four days for an estimated cost of **\$2,260 to \$4,070**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Project Management Labor

Project Manager, 2-4 hours @ \$80/hr	\$ 160	to	\$ 320
On-Site Project Manager, 30-40 hours @ \$60/hr ⁽¹⁾	1,800	to	2,400

Final Report

Estimate	\$ 300	to	\$ 500
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Other Direct Costs

TEM Final Air Clearance Samples, 0-10 samples @ \$80/ea ⁽²⁾	\$ 0	to	\$ 800
Mileage expenses	\$ 0	to	\$ 50

Total Estimated Cost	\$ 2,260	to	\$ 4,070
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⁽¹⁾ Project Monitor cost includes: pumps, microscope, and supply expenses.
⁽²⁾ Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm²) and analyzed reported on a 12-hour turn-around following receipt from the laboratory.

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, it's subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the



Lamar Consolidated I.S.D., c/o Ms. Stefanie Roberts, Gilbane Building Co.
Lamar Junior High School
4814 Mustang Avenue, Rosenberg, Texas
Page 4 of 4

documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D., c/o Gilbane Building Co. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services

JPH (14030432 pro)

A C C E P T E D:

LAMAR CONSOLIDATED I.S.D., C/O GILBANE BUILDING CO.

By: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT MONITORING SERVICES
FOR THE TRAVIS ELEMENTARY RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos monitoring services for the Travis Elementary Asbestos Abatement Project in the amount of \$3,070.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to Travis Elementary. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspector's time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval ESI will provide asbestos monitoring services for Travis Elementary Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 4, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Proposal for Asbestos Abatement Consulting
Travis Elementary School
2700 Avenue K, Rosenberg, Texas
ESI Proposal No. 14030431**

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Travis Elementary School located at 2700 Avenue K in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D., c/o Gilbane Building Co. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of one 6 foot long x 3 foot wide x 4 foot high boiler and flue with assumed asbestos insulations within at the Travis Elementary School to accommodate renovations. These services will include performing on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractors time bid of two to three days for an estimated cost of **\$1,660 to \$3,070**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of two to three days for an estimated cost of **\$1,660 to \$3,070**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Project Management Labor

Project Manager, 2-4 hours @ \$80/hr	\$ 160	to	\$ 320
On-Site Project Manager, 20-30 hours @ \$60/hr ⁽¹⁾	1,200	to	1,800

Final Report

Estimate	\$ 300	to	\$ 500
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Other Direct Costs

TEM Final Air Clearance Samples, 0-5 samples @ \$80/ea ⁽²⁾	\$ 0	to	\$ 400
Mileage expenses	<u>\$ 0</u>	to	<u>\$ 50</u>

Total Estimated Cost	<u>\$ 1,660</u>	to	<u>\$ 3,070</u>
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- ⁽¹⁾ Project Monitor cost includes: pumps, microscope, and supply expenses.
- ⁽²⁾ Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm²) and analyzed reported on a 12-hour turn-around following receipt from the laboratory.

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a

charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.



Lamar Consolidated I.S.D., c/o Ms. Stefanie Roberts, Gilbane Building Co.
Travis Elementary School
2700 Avenue K, Rosenberg, Texas
Page 4 of 4

We appreciate the opportunity that Lamar Consolidated I.S.D., c/o Gilbane Building Co. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry F. Heard
Manager of Environmental Services

JPH (14030431 pro)

A C C E P T E D:

LAMAR CONSOLIDATED I.S.D., C/O GILBANE BUILDING CO.

By: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONTRACTOR FOR THE
ALTERNATIVE LEARNING CENTER RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve LVI Facility Services Inc. to provide asbestos abatement services for the Alternative Learning Center Asbestos Abatement Project in the amount of \$5,250.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to the Alternative Learning Center. This abatement project must be completed by a State of Texas licensed asbestos abatement contractor. The Texas Department of State Health Services will make inspections during the process. Environmental Services Inc. (ESI) will be on site to monitor the contractor during the abatement process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval LVI Facility Services Inc. will begin the asbestos abatement project for The Alternative Learning Center Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 6, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Asbestos Abatement Bid Tabulation
Alternative Learning Center
1708 Avenue M, Richmond, Texas
ESI Project Number LC14.02**

Dear Ms. Roberts:

Attached is a bid tabulation and bid received for the removal of asbestos-containing materials in the living room, kitchen, and entryway at the Alternative Learning Center at 1708 Avenue M in Richmond, Texas.

LVI Environmental Services, Inc. is the apparent low bidder for a lump sum bid for **\$3,200.00, plus Alt. Add Bid I of \$500, and Estimated Add for Exterior Vapor Barrier of \$1,200 for a total of \$4,900.00, plus ARU Fees for an estimated \$350.**

We look forward to working with you on this project. If you have any questions, please do not hesitate to call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services

JPH (LC14.02 tabR2 Alternative Learning Center)

Enclosures: 1) Bid Tabulation, 2) Bids Received



Asbestos Abatement Bid Tabulation
Alternative Learning Center
1708 Avenue M, Richmond, Texas
 ESI Project Number LC14.02

Contractor	AAR	ERSI	LVI	1 Priority	D&T
Lump Sum Bid	\$4,545.00	\$5,316.00	\$3,200.00	\$6,520.00	\$5,789.00
No. of 8-10 hr. Shifts	2	2	2	3	2
DSHS, ARU Fees ⁽¹⁾	\$300.00	\$330.00	\$350.00	\$316.00	\$300.00
Total of Bid and ARU Fee Estimate	\$4,845.00	\$5,616.00	\$3,700.00	\$6,836.00	\$6,089.00
Unit Cost Pricing					
Alt. Add. Bid I	\$750.00	\$600.00	\$500.00	\$100.00	\$1,155.00
Floor tile from the storage area					
No. of 8-10 hr. Shifts	1	1	0	0	1
Alt. Add. Bid II	\$1,500.00	\$2,680.00	\$1,800.00	\$1,800.00	\$1,950.00
2 ea. 6 in. dia. x 14 high possible exhaust flue behind plaster					
No. of 8-10 hr. Shifts	1	2	1	2	1
Estimated ADD For Exterior Vapor Barrier	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
1 temporary door opening					
No. of 8-10 hr. Shifts	1	1	1	1	1

Notes:

- AAR = AAR, Inc.
- ERSI = Environmental Remediation Services, Inc.
- LVI = LVI Facility Services, Inc.
- 1 Priority = 1 Priority Environmental Services, Inc..
- D&T = D & T Contracting, LP
- ⁽¹⁾ = DSHS, ARU = Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees are estimated and will be invoiced to the Owner.

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONTRACTOR FOR THE
LAMAR CONSOLIDATED HIGH RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve 1 Priority to provide asbestos abatement services for the Lamar Consolidated High Asbestos Abatement Project in the amount of \$3,860.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to Lamar Consolidated High. This abatement project must be completed by a State of Texas licensed asbestos abatement contractor. The Texas Department of State Health Services will make inspections during the process. Environmental Services Inc. (ESI) will be on site to monitor the contractor during the abatement process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval 1 Priority will begin the asbestos abatement project for the Lamar Consolidated High Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 3, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Asbestos Abatement Bid Tabulation
Lamar High School
4606 Mustang Avenue, Rosenberg, Texas
ESI Project Number LC14.02**


Dear Ms. Roberts:

Attached is a bid tabulation and bid received for the removal of asbestos-containing materials in the living room, kitchen, and entryway at the Lamar High School at 4606 Mustang Avenue in Rosenberg, Texas.

1 Priority Environmental Services, Inc. (1 Priority) is the apparent low bidder for a lump sum bid **plus ARU Fees** for **\$3,860.00**.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services

JPH (LC14.02 tab Lamar High School)

Enclosures: 1) Bid Tabulation, 2) Bids Received

Asbestos Abatement Bid Tabulation
Lamar High School
4606 Mustang Avenue, Rosenberg, Texas
 ESI Project Number LC14.02

Contractor	AAR	ERSI	LVI	1 Priority	D&T
Lump Sum Bid	\$5,400.00	\$5,680.00	\$7,500.00	\$3,800.00	\$6,859.00
No. of 8-10 hr. Shifts	2	2	2	2	2
DSHS, ARU Fees ⁽¹⁾	\$300.00	\$300.00	\$250.00	\$60.00	\$300.00
Total of Bid and ARU Fee Estimate	\$5,700.00	\$5,980.00	\$7,750.00	\$3,860.00	\$7,159.00

Notes:

AAR = AAR, Inc.

ERSI = Environmental Remediation Services, Inc.

LVI = LVI Facility Services, Inc.

1 Priority = 1 Priority Environmental Services, Inc..

D&T = D & T Contracting, LP

⁽¹⁾ = DSHS, ARU = Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees are estimated and will be invoiced to the Owner.

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONTRACTOR FOR THE
LAMAR JUNIOR HIGH RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve 1 Priority to provide asbestos abatement services for the Lamar Junior High Asbestos Abatement Project with in the amount of \$6,260.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to Lamar Junior High. This abatement project must be completed by a State of Texas licensed asbestos abatement contractor. The Texas Department of State Health Services will make inspections during the process. Environmental Services Inc. (ESI) will be on site to monitor the contractor during the abatement process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval 1 Priority will begin the asbestos abatement project for the Lamar Junior High Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 3, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Asbestos Abatement Bid Tabulation
Lamar Junior High School
4814 Mustang Avenue, Rosenberg, Texas
ESI Project Number LC14.02**

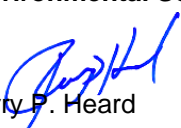
Dear Ms. Roberts:

Attached is a bid tabulation and bid received for the removal of asbestos-containing materials in the living room, kitchen, and entryway at the Lamar Junior High School at 4814 Mustang Avenue in Rosenberg, Texas.

1 Priority Environmental Services, Inc. (1 Priority) is the apparent low bidder for a lump sum bid **plus ARU Fees** for **\$6,260.00**.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry F. Heard
Manager of Environmental Services

JPH (LC14.02 tab Lamar Junior High School)

Enclosures: 1) Bid Tabulation, 2) Bids Received

**Asbestos Abatement Bid Tabulation
Lamar Junior High School
4814 Mustang Avenue, Rosenberg, Texas
ESI Project Number LC14.02**

Contractor	AAR	ERSI	LVI	1 Priority	D&T
Lump Sum Bid	\$13,200.00	\$13,425.00	\$30,000.00	\$6,200.00	\$15,258.00
No. of 8-10 hr. Shifts	5	5	6	3	6
DSHS, ARU Fees ⁽¹⁾	\$300.00	\$320.00	\$750.00	\$60.00	\$300.00
Total of Bid and ARU Fee Estimate	\$13,500.00	\$13,745.00	\$30,750.00	\$6,260.00	\$15,558.00

Notes:

AAR = AAR, Inc.

ERSI = Environmental Remediation Services, Inc.

LVI = LVI Facility Services, Inc.

1 Priority = 1 Priority Environmental Services, Inc..

D&T = D & T Contracting, LP

⁽¹⁾ = DSHS, ARU = Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees are estimated and will be invoiced to the Owner.

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONTRACTOR FOR THE
TRAVIS ELEMENTARY RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve 1 Priority to provide asbestos abatement services for the Travis Elementary Asbestos Abatement Project in the amount of \$3,860.

IMPACT/RATIONALE:

The 2011 Bond referendum included the renovations to Travis Elementary. This abatement project must be completed by a State of Texas licensed asbestos abatement contractor. The Texas Department of State Health Services will make inspections during the process. Environmental Services Inc. (ESI) will be on site to monitor the contractor during the abatement process. ESI will also confirm the asbestos disposal requirements are satisfied.

PROGRAM DESCRIPTION:

Upon approval 1 Priority will begin the asbestos abatement project for Travis Elementary Asbestos Abatement Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 3, 2014

Sent via e-mail: SRoberts@GilbaneCo.com

Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471
c/o Ms. Stefanie Roberts, Gilbane Building Co.

**Re: Asbestos Abatement Bid Tabulation
Travis Elementary School
2700 Avenue K, Rosenberg, Texas
ESI Project Number LC14.02**


Dear Ms. Roberts:

Attached is a bid tabulation and bid received for the removal of asbestos-containing materials in the living room, kitchen, and entryway at the Travis Elementary School at 2700 Avenue K in Rosenberg, Texas.

1 Priority Environmental Services, Inc. (1 Priority) is the apparent low bidder for a lump sum bid **plus ARU Fees** for **\$3,860.00**.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.


Jerry P. Heard
Manager of Environmental Services

JPH (LC14.02 tab Travis Elementary School)

Enclosures: 1) Bid Tabulation, 2) Bids Received

Asbestos Abatement Bid Tabulation
Travis Elementary School
2700 Avenue K, Rosenberg, Texas
 ESI Project Number LC14.02

Contractor	AAR	ERSI	LVI	1 Priority	D&T
Lump Sum Bid	\$5,400.00	\$7,316.00	\$7,500.00	\$3,800.00	\$6,859.00
No. of 8-10 hr. Shifts	2	3	2	2	2
DSHS, ARU Fees ⁽¹⁾	\$300.00	\$150.00	\$250.00	\$60.00	\$300.00
Total of Bid and ARU Fee Estimate	\$5,700.00	\$7,466.00	\$7,750.00	\$3,860.00	\$7,159.00

Notes:

AAR = AAR, Inc.

ERSI = Environmental Remediation Services, Inc.

LVI = LVI Facility Services, Inc.

1 Priority = 1 Priority Environmental Services, Inc..

D&T = D & T Contracting, LP

⁽¹⁾ = DSHS, ARU = Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees are estimated and will be invoiced to the Owner.

**CONSIDER APPROVAL OF THE LAMAR CISD STUDENT CODE OF CONDUCT
AND SECONDARY DRESS CODE FOR 2014-2015 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the Lamar CISD Student Code of Conduct and Secondary Dress Code for the 2014-2015 school year.

IMPACT/RATIONAL:

The Texas Education Code (TEC), Chapter 37, Discipline, Law and Order, requires each school district to adopt a Student Code of Conduct. Changes for the 2014-2015 LCISD Student Code of Conduct and Secondary Dress Code were developed by a committee composed of campus and district level administrators. The District-wide Student Improvement Council (DSIC) reviewed a draft of the Student Code of Conduct and Secondary dress code on March 5, 2014, and approved it for Board consideration.

PROGRAM DESCRIPTION:

The proposed 2014-2015 Student Code of Conduct and Secondary dress code is provided under separate cover, with recommended changes highlighted. Summary of major revisions is attached.

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

Submitted by: Laura Lyons, Executive Director of Elementary Education
Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Student Code of Conduct
2014-2015
Proposed Revisions**

Page & Topic	Omit/Replace/Add
Page 1 School District Authority and Jurisdiction	Added: The district has disciplinary authority over a student while the student is going to and from <u>a school sponsored or school related activity</u> on district transportation ;
Page 4 Rights and Responsibilities of Administrators	Ensure that each student and parent has access to the Student Code of Conduct by either electronic or hard copy.
Page 4, 5 General Conduct Violations	Added: General Conduct Violations are prohibited in vehicles owned or operated by the district.
Page 5 General Conduct Violations – Property Offenses	Added: Students shall not deface or damage property including technology and electronic resources.
Page 5 General Conduct Violations – Possession of Prohibited Items	Added: Students shall not possess or use tobacco products including electronic cigarettes.
Page 7, 8 Discipline Management Techniques	Added: Discipline Management Techniques as appropriate which can include seat changes, restricting or revoking transportation privileges in vehicles owned or operated by the district.
Page 10 DAEP Placement – Discretionary Placement	Added: Assault bodily injury with threat of imminent bodily injury and Assault by offensive or provocative physical contact.
Page 12 DAEP Placement - Process	Added: The parent/guardian of a student placed in DAEP shall be given written notice of the student’s opportunity to complete <u>foundation curriculum course in which the student was enrolled at the time of removal and which is</u> required for graduation, at no cost to the student.
Page 18 Mandatory Expulsion - Hearing	Added: The Student is entitled an opportunity to question the witnesses called by the district at the hearing.
Page 19: Mandatory Expulsion – Length of Expulsion	The Superintendent may modify the length of the expulsion on a case-by-case basis.
Page 24: Glossary - Assault	Revised Definition according to Texas Penal Code 22.01 (a)(2) as intentionally or knowingly threatening another imminent bodily injury; and Texas Penal Code 22.01 (a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative

2/28/14

**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.

Keschia Jones
Maria Marrero

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF 2014-2015 EMPLOYEE REPORT / END DATE TABLE

RECOMMENDATION:

That the Board of Trustees adopt the 2014-2015 Employee Report/End Date Schedule as presented and approve begin and end dates for job titles as indicated on the table.

IMPACT/RATIONALE:

Those job titles in italics are funded by grants. Days can be changed by the grant-funding source.

Submitted by: Dr. Kathleen M. Bowen, Executive Director of Human Resources
Christine Muzik, Asst. Director of Staffing & Records Mgt.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2014-2015 Employee Report / End Date Schedule**

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2014-2015 Report Date	2014-2015 End Date
	Cafeteria Monitor 2 ½ hour Water Safety Instructor	8/25	6/4
	Concession Stand Manager =====	8/1	5/1
	Bus Driver & Bus Aide (2 days in-service TBD) =====	8/25	6/4
	Food Service Helper Food Service Manager Food Service Specialist	8/21	6/4
<i>Adult Education Specialist</i> Choir Directors-Middle & Jr. High CTE Instructor (no extra days) Coaches (no extra days) <i>Early Childhood Specialist</i> Elem. Social Worker GT Facilitator Orientation & Mobility Specialist Reading Recovery Teacher Leader School Nurse, R.N. Social Worker @ Dev. Center Special Ed. Counselor Student Services Liaison Substance Abuse Specialist Teacher (no extra days) <i>Title I Parent Educator—LHS</i> <i>Home Instructor Specialist</i> <i>Parent Education Specialist</i>	Aide, Special Education Behavior Technician Bilingual Assessment Aide Braille & Tactual Material Spec. Cert. Peace Officer-HS,JH&ALC (10 month) Choir Asst./Accompanist Computer Asst. (CAI Aide) Deaf Interpreter Elem. Clerk Instructional Aide Keyboarding Aide Lead Behavior Specialist LVN/Teacher Aide OT/PT Therapist Aide Traffic Control Monitor	8/18	6/5
Choir Director-High School CTE JH Modular Lab Teacher CTE IT Computer Maint. Teacher/Coord. CTE Health Science-Mod Lab Teacher ===== CTE PLTW Teacher	=====	8/14	6/5
		8/18	6/9
Accelerated Language Prog. Facilitator ARD Specialist / Intervention Specialist Educational Diagnostician / LSSP Elementary & Middle Counselor Elementary & Middle Librarian Licensed Asst. Speech Pathologist Licensed Speech Pathologist	Speech Supervisor Clerk	8/14	6/9
7 th \ 8 th Grade Football Coach Cross Country Coaches ===== Ag. Food & Nat. Res. JH Ag. Teacher Ag. Teacher HS-No Project Supervision CTE PLTW Teacher/Course Coord. Ed.&Child Svcs-Mod. Lab(Commercial) Hospitality JH Teacher Occupational Therapist Physical Therapist ===== Instructional Coord.-Elementary	===== ===== Cert. Occupational Therapist Asst. Truancy Project Liaison Aide ===== Registrar Clerk-JDC	8/11	6/5
		8/13	6/9
		8/14	6/10
Band Director-Middle School		8/7	6/5

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2014-2015 Employee Report / End Date Schedule**

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2014-2015 Report Date	2014-2015 End Date
ASAP Parent Instructor ASAP Teacher College Career Facilitator Counselor-Jr. High Instructional Coord.- HS & JH full-time Librarian-Jr. High =====	Transition Liaison Aide	8/7	6/10
CTE Arch. & Construction Teacher CTE Culinary Arts Tchr. HS CTE Transportation Teacher =====		8/11	6/12
Drill Team Instructor, Head HS Volleyball Coach Jr. High Asst. Band Director Substance Abuse Counselor - ALC		8/4	6/5
High School Football Coach Jr. High School Band Director ROTC / NDCC Instructor =====		7/31	6/5
	Secretaries to: Assistant Principal Associate Principal Counselor A L C Receptionist Attendance Clerk-JH & HS Secondary Receptionist Secretary-ASAP Dev. Center Sp. Ed. Secretary SESS Secretary/Clerk	8/6	6/11
High School Librarian =====		8/6	6/12
Varsity Special Teams Coordinator, FB		7/30	6/5
Athletic Trainer, Assistant Campus Coordinator, Jr. High		7/29	6/5
Ag. Science-Ag. Barn Mgr. Athletic Trainer, Head CTE Career Prep/Practicum (Marketing) Varsity Offensive & Defensive Coord., FB		7/28	6/5
1621 Counselor ALC Counselor Campus Instructional Tech. Specialist	Athletic Office Clerk	8/1	6/12
Band Director-High School Asst. =====		7/28	6/10
	Food Service Acct. Clerk	7/30	6/12
High School Counselor		7/29	6/12
Band Director-High School Head		7/28	6/12
Asst. Principal-Elem. Lead Speech Pathologist		7/21	6/8

CONSIDER APPROVAL OF VENDOR FOR E-RATE CONSULTING

RECOMMENDATION:

That the Board of Trustees approve an agreement with Region 12 Education Service Center E-Rate Consulting in the amount of \$26,000 for Priority 1 funding support and fee schedule for Priority 2 funding support.

IMPACT/RATIONALE:

The federal E-Rate program provides billions of dollars in discounts to assist schools and libraries in the purchase of telecommunications devices and service and internet access.

Managing the District's federal E-Rate program requires a team of experts. Having an experienced team helps ensure that all forms, documentation and correspondence are filed in a timely manner so that the District is eligible to receive the maximum allowable funds from the program. Region 12 has over a dozen staff members working to support this program. Priority 1 support includes a one-time setup fee. Priority 2 funding support fees range from one to three percent depending on the amount funded.

PROGRAM DESCRIPTION:

"E-Rate Works" is a management tool for the District's entire E-Rate process that fosters communication and collaboration between District personnel and Region 12 staff to achieve the maximum benefit from this federal funding process. As outlined in Exhibit A, "E-Rate Works" consists of the following components:

- "E-Rate Works" online database management system
- RFP Management System for electronic proposal submission
- Internal Auditing of all E-Rate invoices
- Children's Internet Protection Act (CIPA) Compliance Review
- Recovery effort for reimbursements from past filings
- Technology Plan Compliance Review
- Priority 1 and Priority 2 funding support as requested by the District
- Discount Rate Analysis and Optimization
- Forms Preparation and Submission
- Initial Review, Selective Review, and Site Review Support (all PIA and audit reviews)

Technology Services and the Business Office worked together to review performance expectations for Region 12 and the "E-Rate Works" product. Pricing is offered through a cooperative purchasing contract. This agreement renews each year unless the District provides 30 days written advance notice.

Submitted by: David Jacobson, Chief Technology Information Officer
 Jill Ludwig, Chief Financial Officer
 Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



E-Rate Consulting Contract Agreement

TIPS/TAPS Contract Number: 1042612

The Education Service Center Region 12 E-Rate Consulting, (“ESC12E-Rate”) and **Lamar Consolidated ISD** (“Applicant”) each agree to perform the obligations listed in this Agreement which includes a Letter of Agency and Exhibit A.

Letter of Agency. Applicant hereby authorizes **ESC12E-Rate** to file FCC Forms 470, 471 486, 472, 500, and other relevant FCC forms necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary. These FCC forms are necessary to receive Universal Service Fund monies, more commonly known as the “E-Rate Program.” With the sole exception of ESC12E-Rate acting as an agent of Applicant for the purpose of filing FCC Forms 470, 471 486, 472, 500, and other relevant FCC forms and all processes necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary, the Applicant does not authorize ESC12E-Rate to act as an agent of the Applicant or on behalf of the Applicant in any other capacity.

The Applicant will (1) be listed as the contact person on the above referenced FCC forms, unless otherwise agreed upon; (2) sign any and all of said FCC Forms, unless otherwise agreed upon; (3) sign any and all additional FCC Forms which might become necessary to obtain discounts or stay within FCC Program rules, unless otherwise agreed upon; and (4) order services listed on the application. The Applicant understands that they are liable for any and all certifications and representations made on FCC Forms concerning the E-Rate program.

This Agreement is subject to change based upon program rule changes made by the FCC or the Schools and Libraries Division (SLD) of the Universal Service Administrative Company, as well as any changes in applicable federal or state law. Either party’s failure to fulfill the obligations listed below will discharge, at the option of the other party, such other party’s obligations contained herein. To the fullest extent permitted under Texas law, Applicant agrees to indemnify, defend, and hold harmless ESC12E-Rate for any and all claims arising hereunder or related to this Agreement, including matters within the jurisdiction of state or federal administrative agencies. Any waiver by either party of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof.

Signing below also indicates that both parties agree to every provision of the Agreement and Exhibit A. This Agreement is valid from the time both the applicant and ESC12E-Rate validates the contract with a signature until discontinuation of services is requested by Applicant, which must be provided to ESC12ERate in writing at least thirty (30) days prior to July 1 of the following Program Year.

This Agreement and Exhibit A contain the entire agreement of the parties relative to the purposes of the Agreement. In the event of a conflict between this Agreement and Exhibit A, Exhibit A shall control.

Failure by the Applicant to perform the obligations and responsibilities listed on this Agreement, and the possible loss of funding as a result thereof, does not discharge full payment obligations of the Applicant.

By signing this Agreement, Applicant makes the following certifications:

- a) Applicant certifies that the schools in its system meet the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) Applicant certifies that its schools has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. Applicant recognizes that some of the aforementioned resources are not eligible for support. Applicant certifies that to the extent that the Applicant is passing through the non-discounted charges for the services requested under this Agreement, that the Applicant represented has secured access to all of the resources to pay the nondiscounted charges for eligible services from funds to which access has been secured in the current funding year.
- c) Applicant certifies that, if required by Commission rules, all of its schools is/are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of E-Rate service.
- d) Applicant certifies that it will post Form 470 and (if applicable) make the RFP available for at least 28 days before considering all bids received and selecting a service provider. Applicant certifies that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the most heavily weighted factor.
- e) Applicant certifies that the services the school or district purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k).
- f) Applicant certifies that its schools have complied with all program rules and acknowledges that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. Applicant acknowledges that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- g) Applicant certifies that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- h) Applicant certifies that it will retain required documents for a period of at least five (5) years after the last day of E-Rate service delivered. Applicant certifies that it will retain all documents necessary to demonstrate compliance with the Telecommunications Act of 1996 and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, it will make such records available to ESC Region 12. Applicant acknowledges that it may be audited pursuant to participation in the schools and libraries program.
- i) Applicant certifies that it is authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Agreement. The Applicant certifies that it is authorized to make this request on behalf of the eligible entity(ies) covered by this Agreement, the Applicant has examined this Agreement, that all of the information on this Agreement is true and correct to the best of the Applicant's knowledge, that the entities that will be receiving discounted services under this Agreement pursuant to Applicant's application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
- j) Applicant acknowledges that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. Applicant will institute reasonable measures to be informed, and will notify USAC should Applicant be informed or become aware that Applicant or any of the entities, or any person associated in any way with the entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

- k) Applicant certifies, on behalf of the entities covered by this Agreement, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five (5) funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
- l) Applicant certifies that, to the best of the Applicant's knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. Applicant acknowledges that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product, constitutes a rebate of some or all of the cost of the supported services.
- m) Applicant certifies that Applicant is authorized to sign this Agreement and, to the best of the Applicant's knowledge, information, and belief, all information provided to ESC12E-Rate for E-Rate submission is true.

Responsibilities and Obligations of the Applicant

1. The Applicant agrees to thoroughly complete the Client Questionnaire in the ESC12E-Rate online management system within **10 Applicant business days after new client orientation has been completed** unless other arrangements have been agreed upon by both parties.
2. The Applicant agrees to inform ESC12E-Rate of any state or local bidding restrictions and/or regulations before filing of FCC Form 470. These restrictions or regulations include, but are not limited to, bonding requirements and media or public notification requirements.
3. The Applicant understands that during the 28 day bidding cycle the Applicant must allow potential vendors equal opportunity to bid on the proposed services listed on FCC Form 470. The Applicant may choose to place qualifications on the bidding process, but any vendor who meets such qualifications must be allowed the opportunity to place a bid within the specified time period.
4. The Applicant agrees to notify ESC12E-Rate of any products or services to be included on the Application that are, or will be, purchased or governed by a contract.
5. The Applicant understands that all contracted services or products (that is, services or products that are purchased or governed by a contract) to be listed on the Application for discounts must be covered under a contract executed in the proper time period (after the 28 day bidding cycle is over, but before the submission of the FCC Form 471). The Applicant further understands that funding for services contracted before the allowable 28 day bidding has ended, or after the 471 Application is submitted, may not be funded.
6. Applicant agrees to document the bid evaluation process (a list of evaluation factors and how many points each bid received for each factor) for any service requested for which one or more bid(s) is received. **All bids received in accordance with applicable laws and Applicant's policies and procedures must be evaluated.**
7. The Applicant agrees to provide ESC12E-Rate copies of an average month's bill for any services not covered under a contract and to be included on the Application. This may include, but is not limited to, monthly phone bills, cell phone bills, paging bills, Internet access bills, and circuit bills.
8. The Applicant agrees to include and describe, in the Applicant's Technology Plan, any purchases of equipment to be included on the Application. The Applicant agrees to have a written technology plan for the relevant funding year before authorizing ESC12E-Rate to file FCC Form 470. The Applicant understands that this description should include budget information as to how the Applicant will pay for said equipment. The Applicant agrees to include and describe any additional services in the Applicant's Technology Plan at the direction of ESC12 E-Rate, including Budget information.
9. The Applicant agrees to have its Technology Plan approved by the appropriate agency (which is usually the Texas Education Agency for Texas public and charter schools) no later than June 30th of the funding year prior to the start of services. The Applicant also agrees to have all of the purchases of equipment and services indicated by ESC12E-Rate, to be included and described (including budget information) in this approved Technology Plan.
10. The Applicant agrees to provide any information necessary to file any FCC form to ESC12E-Rate upon request, **within five (5) Applicant business days** unless otherwise agreed upon by both parties. This includes, but is not limited to, free and reduced lunch information, monthly bills, copies of

contracts, and letters that authorize ESC12E-Rate to obtain account information. **Failure to do so may result in delay of funding and/or denial of funding.**

11. The Applicant agrees to forward to ESC12E-Rate any request for information originated from the SLD or USAC within **three (3) Applicant business days**. **Failure to do so may result in delay of funding and/or denial of funding.**
12. The Applicant agrees to provide an authorized signature and date for any necessary FCC Form that has been prepared by ESC12E-Rate upon review and approval of the FCC form by Applicant.
13. The Applicant understands that it is the sole responsibility of the Applicant to follow and adhere to any and all relevant FCC, USAC, or SLD rules and regulations, as well as any applicable federal, state, or local laws.

Responsibilities and Obligations of ESC12E-Rate

1. ESC12E-Rate agrees to complete on behalf of the Applicant any necessary FCC Form, including, but not limited to, FCC Forms 470, 471, 486, 472, 500, and any other relevant FCC forms, Service Provider Identification Number Change Letters, and Service Substitution Letters, during the length of this Agreement. **Any additional services for which the Applicant desires to pursue, such as appeals, will be provided at an additional charge for rates listed in the payment terms section of this Agreement.**
2. ESC12E-Rate agrees to notify the Applicant of relevant program rule changes within a reasonable time period during the length of this Agreement.
3. If desired by the Applicant, ESC12E-Rate agrees to assist the Applicant to determine the scope and details of the types of services or products to be included in the competitive bidding process. These services/products will be listed on FCC Form 470 and must undergo a minimum 28-day competitive bidding cycle.
4. ESC12E-Rate agrees to notify Applicant of relevant deadlines for the submission of completed FCC Forms 470 and 471 to the SLD.
5. ESC12E-Rate will provide assistance with any question or inquiry regarding the E-Rate Program or the services to be provided by ESC12E-Rate hereunder from the Applicant, the SLD, USAC, or any other such federal or state administrative agency.
6. ESC12E-Rate agrees to provide on-going E-Rate support to the Applicant, as generally described above, and including providing reminders about upcoming deadlines for a period starting no earlier than the execution date of this Agreement and ending no earlier than the end of this Agreement.
7. ESC12E-Rate agrees to provide support in the event of a Selective Review during this Agreement or for any on-site audit conducted by the SLD or their representatives covering an application filed by ESC12E-Rate during this Agreement.
8. ESC 12E-Rate agrees to perform all tasks and the scope of work detailed in Exhibit A.

This Agreement is effective to act on your behalf for Funding Year 2008 through 2025.

LIABILITY

IN NO EVENT WILL ESC12E-RATE BE LIABLE TO THE APPLICANT FOR ANY ACTUAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE THAT MAY RESULT FROM ESC12E-RATE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR APPLICANT'S FAILURE TO TIMELY SUBMIT NECESSARY INFORMATION TO ESC12E-RATE, INCLUDING BUT NOT LIMITED TO A DELAY OR DENIAL OF APPLICANT'S FUNDING.

Confidentiality Statement: To the extent permitted by law, the parties shall not disclose any information contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Applicant's obligation under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. In the event the Applicant receives a request

for information contained in this Agreement, Applicant shall promptly notify ESC12E-Rate of the request and shall permit ESC12E-Rate to submit to the Texas Attorney General reason why information contained in this Agreement should not be released pursuant to the Texas Government Code § 553.305. Applicant shall not be required to submit such reasons why the materials should not be released, or to incur an expense in resisting the release of the materials.

Name of Applicant

Education Service Center Region 12
Name of Service Provider

Applicants Authorized Signature

ESC's Authorized Signature

Date

Date

Printed Name

Sharon Henson
Printed Name

Title or Position

Deputy Director
Title or Position



Exhibit A
“E-Rate Works”

March 4, 2014

Prepared for

Lamar Consolidated Independent School District
Education Service Center Region 4

TIPS/TAPS Contract Number: 1042612

Prepared by

ESC Region 12 E-Rate Consulting
2101 W. Loop 340
P.O. Box 23409
Waco, TX 76702
P:254.297.2911
F:(855) ERATE 12



Consultant Registration Number 16062048

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Proposal

1.0 **About ESC Region 12 E-Rate Consulting**

ESC Region 12 E-Rate Consulting (ESC12E-Rate) has the qualifications, experience, and federal interaction and knowledge necessary to provide quality guidance on Universal Service Administration Company (USAC) policy, procedures, and processes in combination with the Schools and Libraries Division (SLD) and invoicing to provide the services outlined in this proposal. We have an experienced team, including the Texas E-Rate Coordinator, and offer quality guidance based on our federal affiliations and current, up-to-date program knowledge.

Our services effectively maximize your district’s funding potential while simplifying the E-Rate process. We take a holistic approach by assessing past, present, and future E-Rate funding to get the district E-Rate process up to present. We work on streamlining the E-Rate process, program compliance, storing all E-Rate documentation, and audit readiness. We know the extensive E-Rate process is not only very time sensitive, but also time consuming. Let us take this burden off you and your employees as our team of experts will work to get you the most E-Rate funds your district deserves.

Values and Benefits Include:

- #1 Texas E-Rate Experts
- Successful recovery of over \$2 million in E-Rate funds from past years
- Unique, online management system with Document Manager for audit readiness and business continuity
- Dependable, quality services from an Education Service Center

2.0 **Confidentiality Statement**

To the extent permitted by law, the parties shall not disclose any information contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Applicant’s obligation under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. In the event the Applicant receives a request for information contained in this Agreement, Applicant shall promptly notify ESC12E-Rate of the request and shall permit ESC12E-Rate to submit to the Texas Attorney General reason why information contained in this Agreement should not be released pursuant to the Texas Government Code § 553.305. Applicant shall not be required to submit such reasons why the materials should not be released, or to incur an expense in resisting the release of the materials.

3.0 ***Scope of Work***

“E-Rate Works” is an effective management of your district’s entire E-Rate process while still working hand-in-hand with your district E-Rate team in making sure all parties are always informed of any correspondence with USAC. We expect your district to achieve the maximum benefit from this national funding process with our guidance and support. “E-Rate Works” consists of the following deliverables that will ensure exemplary results for our clients:

- “E-Rate Works” online database management system
- *NEW* • ***RFP Management System*** for electronic proposal submission
- *NEW* • ***Internal Auditing*** of all E-Rate invoices
- Children’s Internet Protection Act (CIPA) Compliance Review
- Recovery effort for reimbursements from past filings
- Technology Plan Compliance Review
- Priority 1 and Priority 2 funding support as requested by the district
- Discount Rate Analysis and Optimization
- Forms Preparation and Submission
- Initial Review, Selective Review, and Site Review Support (all PIA and audit reviews)

3.1 ***“E-Rate Works” Management System***

ESC12E-Rate has created a powerful, web-based program that will help manage, organize, and store all E-Rate documents in an easy-to-use system. The Universal Service Administrative Company (USAC) requires that every E-Rate applicant maintain records for a full five (5) years to the last date of service of the fifth year. “E-Rate Works” is a web-based program that will store a solid, concise E-Rate portfolio to prepare your district for audit readiness and easy records management.

NEW 3.2 ***RFP Management System for Electronic Proposal Submission***

RFP Manager was created to showcase a fair and open competitive bidding process for your school. Service providers will be able to securely login to the ESC12E-Rate vendor portal to view your posted Request for Proposal (RFP), created with the help of ESC12E-Rate experts. ESC12E-Rate will field and post all submitted questions and answers from service providers. Proposals will be electronically submitted to our secure website and remain effectively unopened until the deadline. ESC12E-Rate will organize and prepare proposal packets for your school to download for evaluation and award decisions. This new system eliminates the time spent sifting through hundreds of emails/proposals during competitive bidding.

NEW 3.3 ***Internal Auditing of all E-Rate invoices***

ESC12E-Rate has an internal auditor who reviews and reconciles all invoices uploaded into Document Manager by your school. This service ensures that all charges and payments are properly recorded and meet program guidelines for eligibility and potential USAC audits.

3.4 ***Recovery Effort of Undisbursed Funding***

ESC12E-Rate will evaluate past filing years to determine if there is any undisbursed money from past filings that need to be recovered. We will identify what money was actually spent by the district and determine if there is a need to file additional forms to recoup that money. We will take the necessary steps to file invoice extension requests, if indeed there is money left on the table and never collected by the school district.

- 3.5 **Technology Plan Compliance Review**
ESC12E-Rate will ensure all prerequisites are in order for required technology plans. If your district is filing for Priority 2 services, a technology plan is required by USAC.
- 3.6 **Children’s Internet Protection Act (CIPA) Compliance Review**
In order to prove to USAC that your district is CIPA compliant, there are documents that are required for program compliance. The district will be responsible for ensuring those documents exist and are uploaded into Document Manager.
- 3.7 **Priority 1 and Priority 2 Funding Support as requested by the district**
ESC12E-Rate will assess your filing needs, thoroughly review the eligible services list, and make recommendations based on the information provided to us by your district E-Rate staff that maximize your E-Rate funding potential.
- 3.8 **Discount Rate Analysis and Optimization**
ESC12E-Rate will make recommendations to ensure district-wide and site specific discount accuracy and optimization.
- 3.9 **Forms Preparation and Submission**
ESC12E-Rate will prepare all E-Rate applications, as well as any other required forms and supporting materials, within a commercially reasonable period of time following receipt from the district of all information and data necessary to complete the forms. FCC Forms may include but are not limited to: Form 470, Form 471, Form 486, Form 472, and Form 500 (if needed).

ESC12E-Rate requires the district to provide one or more district personnel that will be available the entire time the filing window is open and that those people are immediately responsive to the ESC12E-Rate staff. Failure to be immediately responsive could result in increased charges. A minimum of *2 district staff is required if at all possible, in addition to the Superintendent.

<i>Title</i>	<i>Name</i>	<i>Phone</i>	<i>Email</i>
Superintendent			
*Director of Technology			
*Business Office Contact			
Other Personnel {include title here}			

- 3.10 **Program Integrity Assurance Review and Audit Support**
ESC12E-Rate will be the first line of contact for USAC as it relates to any USAC or FCC compliance review. You will always be copied on all correspondence with USAC for your records and also to keep you up-to-date with the status of your application. ESC12E-Rate staff is highly qualified to handle all levels of USAC reviews.
- 4.0 **Out of Scope Work**
Any additional support needed by the district may be added during the term of the contract through a contract addendum. This includes technology plan development, waiver requests, appeals, on-site audit evaluation, training, workshops and any other additional E-Rate support your district may need that is not listed under section 3.0, “Scope of Work.”

5.0 **Contract Term & Pricing Schedule**

The term of our services begins as soon as the Agreement has been executed and will end on June 30. This support agreement will automatically renew in 12 month increments unless discontinuation of services is requested by applicant, which must be provided to ESC12E-Rate in writing at least 30 days prior to July 1 of the subsequent support year.

This proposal is valid for 30 days from the date received. We will invoice your district in full upon of receiving an executed contract and LOA, unless other arrangements are made. The Applicant will be invoiced annually for Priority 1 services and within 30 days of filing the Form 471 for Priority 2 services. The invoices are to be paid to ESC12E-Rate within 30 days of receipt. Failure by the Applicant to do so may result in an interruption or possible termination of support by ESC12E-Rate.

Our database allows you to store up to 1.5 GIG’s of information as part of your contract amount. If you exceed this amount of storage, you will be invoiced \$150.00 for each additional Gig.

Service	Annual Fee
“E-Rate Works”	
Priority 1 funding	\$25,000
*Priority 2 funding	see P2 Addendum
**One-time Setup Fee	\$1,000
Total Contract	\$26,000

*The Priority 2 funding amount will be based on a contract addendum should your school wish to file for P2 services. The Priority 2 addendum must be requested and signed prior to filing the Form 470 for your school.

**The One-Time Setup Fee is to setup your account in our database and perform a full E-Rate assessment of your district dating back five (5) years.

Any on-site travel required will be an additional fee based on the mode of transportation and time needed. We will discuss the per diem rate on an individual case basis when necessary.

ESC12E-Rate is confident our pricing schedule is commensurate with the level of work that is required to successfully manage and process all available eligible funding for your district. We take into consideration the amount of funding requested for prior funding years, the amount of funding the district will receive through our efforts, and the level of service your district will receive from beginning to end of contract.

Agreed to by _____, _____
Signature Printed Name / Title

on _____.
Date



**“E-Rate Works”
Addendum #1- Priority 2 Services**

TIPS/TAPS Contract Number: 1042612

This Addendum is an amendment to the original Exhibit A/Agreement signed on _____ by _____ with **Lamar Consolidated Independent School District**

Service	Fee
“E-Rate Works”	
Priority 2 funding	<ul style="list-style-type: none"> • Requested amounts up to \$500,000 will be 3% of requested amount on Form 471 • Requested amounts from \$501,000 - \$1,000,000 will be 2% of requested amount on Form 471 • Requests over \$1,000,000 will be 1% (or less) of requested amount on Form 471

ESC12E-Rate is confident our pricing schedule is commensurate with the level of work that is required to successfully manage and process all available eligible funding for your district. We take into consideration the amount of funding requested for prior funding years, the amount of funding the district will receive through our efforts, and the level of service your district will receive from beginning to end of contract.

Signature

Printed Name

Title

Date

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 presentation will focus on how the Accelerated Language Program supports District goals for improving academic performance for English Language Learners participating in the Bilingual and ESL programs.

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: UPDATED AGREEMENT FOR PROJECT LEAD THE WAY

The Career and Technical Education department has had a working relationship with Project Lead the Way (PLTW) since the 2010 school year. PLTW has provided a series of courses at each LCISD high school that have strengthened the district's CTE Science, Technology, Engineering, and Mathematics (STEM) cluster of courses. It has been a successful venture as it has offered students multiple opportunities to explore engineering and related technical career areas in rigorous and exciting classrooms filled with industry software and equipment. The district's current agreement is outdated and PLTW has requested that the district sign an updated agreement for 2014-2015. Attached is the agreement all districts are required to sign.

Resource person: Joel Garrett, Director of Career and Technical Education



PLTW AGREEMENT

3939 Priority Way South Drive, Suite 200
Indianapolis, IN 46240

PLTW Agreement

AGREEMENT by and between Lamar Consolidated ISD (the “Entity”), located in Rosenberg, TX and **PROJECT LEAD THE WAY, INC.**, a New York charitable not-for-profit corporation having an address at 3939 Priority Way South Drive, Suite 200, Indianapolis, IN 46240 (“PLTW, INC.” and, collectively with the Entity, the “parties”).

WITNESSETH:

WHEREAS, PLTW, INC. has established a comprehensive program and curricula for STEM education (the “**PLTW Program**”) and supports a network of school districts, colleges, universities, and private sector collaborators (the “**PLTW Network**”); and

WHEREAS, the Entity desires to implement the **PLTW Program**; which consists of various curricular programs (the “**PLTW Curricular Program(s)**”) and

WHEREAS, the Entity shall have access to all **PLTW Program** curricula and annual updates as well as access to the **PLTW** electronic communication network, online systematic assessment and evaluation, online on-going training, online program support and additional benefits; and

WHEREAS, the parties desire to work together to maximize the benefit of the **PLTW Program** to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the **PLTW Program**.

NOW, THEREFORE, the parties agree as follows:

1. Registration and Information.

The Entity has registered online with PLTW, INC. on January 24, 2014 for one or more schools or sites, and identified which **PLTW Curricular Program** it wishes to implement. The Entity represents that the information contained in the registration remains accurate as of the date of this Agreement. In the event that Entity elects to have additional schools or sites added, or elects to make other material changes such as additional **PLTW Curricular Programs**, the Entity must first complete the necessary data entry and/or information reasonably required by PLTW, INC. The registration or site add-on data/information may be amended by PLTW, INC. from time to time in its discretion.

2. PLTW Requirements for Implementation.

The Entity agrees to implement the **PLTW Program** according to the program and implementation requirements established by PLTW, INC. (“**PLTW Program Requirements**” or “**Program Requirements**”), which shall include, but not be limited to, Program Requirements governing, participation fees, sequencing, courses, training, certification or maintenance of program standards, and other aspects of a successful implementation of the **PLTW Program** and **PLTW** courses by participating entities. Program Requirements are available on the PLTW, INC. website and may be modified from time to time by PLTW, INC. in its reasonable discretion.

3. **PLTW Curricular Programs.**

The Entity agrees to follow the **PLTW** curricula and to meet **PLTW** quality standards and practices including any concurrent student course requirements as reasonably established by PLTW, INC. for students to be successful in the **PLTW** Program. Curricula, including concepts and objectives, must be taught in its entirety without interruption or any unauthorized modification. Additional information is found in the Program Requirements.

4. **PLTW Software.**

The **PLTW** curricula are supported by certain software programs that align with the **PLTW** curricula to provide students with rigorous and relevant application of skills. The Entity must obtain or purchase annual or other available rights to the software programs which are integrated into the **PLTW** Program courses in that academic year. These rights may be subject to limitations established by the owner of the software, which may include school or site restrictions, as outlined in the Program Requirements. If the right to use the software is on an annual basis, then the term for the rights is the then current academic year of this Agreement, after which the Entity must cease the use of the software unless this Agreement is renewed for additional terms. All software shall be subject to the standard end-user license agreement from the software vendor, a copy of which is included with the software, and copyright for each software package remains with its owner and is protected by applicable copyright law. The Entity agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the Entity agrees to secure the software. Additional information is found in the Program Requirements.

5. **PLTW Curricular Program Participation Fee.**

PLTW Curricula are provided at no charge to participating schools. For other **PLTW** Program benefits, the Entity will be assessed an annual participation fee for each school or site participating in the **PLTW** Program. The participation fee(s) shall be due and payable no later than August 31st of each year this Agreement is in effect. Current participation fees are set forth in the Program Requirements. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development offered by PLTW, INC. A full list can be found in the Program Requirements. PLTW, INC. may adjust any participation fees on an annual basis in the sole discretion of PLTW, INC., provided, however, that PLTW, INC. shall provide notice no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.

6. **PLTW Partnership Team.**

The objective of the **PLTW** Partnership Team is to provide optimal support and to facilitate the operation of the entire **PLTW** Program, while building community support and advocacy. By the end of the second year, the Entity shall establish and operate a **PLTW** Partnership Team and is responsible for selecting all members. Additional information is found in the Program Requirements.

7. Required Training.

A. PLTW Teacher Training. Teachers are required to successfully complete course specific **PLTW** Teacher Training for each **PLTW** course they will instruct. The Entity will select each teacher for participation in the **PLTW** Teacher Training program. It is the sole responsibility of the Entity to ensure that every teacher meets all Federal, State and local requirements to teach each respective **PLTW** course. The Entity shall register each teacher being selected for training with PLTW, INC. by the date required under the Program Requirements. PLTW, INC. reserves the right to accept or reject any training candidate. Additional information is found in the Program Requirements.

B. PLTW Counselor Training. Counselors/Advisors are required to successfully complete **PLTW** Counselor Training. Additional information is found in the Program Requirements.

8. Equipment Used in the PLTW Program.

A. Equipment. To assure that the Entity's school or site facilities properly support the **PLTW** Program, and to provide special purchase or license agreements and other costs savings practices negotiated by PLTW, INC., the **PLTW** Purchasing Manual includes details on equipment, supplies and other items (collectively referred to as "equipment" in this Agreement) that are required to implement the **PLTW** Program. In some instances, it is required that specific equipment (including software), be used due to curricular requirements. Unless specific equipment is required by PLTW, INC., the Entity may implement the **PLTW** Program using equipment purchased from vendors not listed in the **PLTW** Purchasing Manual, provided such equipment meets or exceeds program specifications and adequately supports the **PLTW** Program. The Entity shall be responsible for ensuring that equipment will meet or exceed Program Requirements and adequately support the **PLTW** Program. Additional information is found in the Program Requirements.

B. Safety. The Entity is solely responsible for the safe and proper implementation of the **PLTW** Program at its sites and schools. The Entity hereby covenants and agrees that any facility used to teach the **PLTW** Program shall be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used thereon shall at all times comply with applicable standards and/or customary practices relating to safety and reasonable use. The Entity shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the **PLTW** Program.

9. Assessment and Evaluation of Results.

PLTW, INC. assists and supports participating entities and the quality of the **PLTW** Program through studying and evaluating the effectiveness of the **PLTW** Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that **PLTW** participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the **PLTW** Program. PLTW, INC.'s ongoing studies review longitudinal student achievement data. PLTW, INC. retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of the Entity, a copy of the data will be returned to the Entity prior to destruction. In support

of these efforts, Entity acknowledges its participation annually in the **PLTW** systematic assessment and evaluation process. PLTW, INC. will provide, and the Entity will participate in, the **PLTW** online systematic assessment and evaluation process conducted by PLTW, INC. and/or its designated representatives, which includes online teacher registration, online student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by PLTW, INC. The Entity and PLTW, INC. acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. The Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

10. Delivery of Materials and Communication.

In order to facilitate the delivery of the **PLTW** curricula and other **PLTW** Program materials to the Entity, and to facilitate communication for the **PLTW** Network, PLTW, INC. will use various internet applications and systems. PLTW, INC. shall determine which systems and applications will be used, in its sole discretion, and will implement reasonable security measures to safeguard sensitive data. Schools will implement appropriate measures to facilitate communication with these applications and systems. Additional information is found in the Program Requirements.

11. License.

A. Scope. The Entity acknowledges that PLTW, INC. retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as “materials”). PLTW, INC. grants to the Entity a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the **PLTW** Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing **PLTW** instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure or distribution of such materials, including but not limited to commercial use, shall be strictly prohibited.

B. Program Identification. **Project Lead The Way, PLTW**, the **PLTW** “atom” logos, **Gateway To Technology, Innovation Portal** and other marks used in the **PLTW** Program are service/trademarks of PLTW, INC. During the term of this Agreement, the Entity shall use the appropriate logos, marks and other identifying materials on all **PLTW** Program materials and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the Entity with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the **PLTW** Program. Upon termination of this Agreement, the Entity shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the **PLTW** Program without the prior written consent of PLTW, INC. All press releases and other public pronouncements involving the **PLTW** Program shall be subject to the advance approval of PLTW, INC. through PLTW, INC.’s designated representative. The Entity agrees to reasonably promote and publicize the **PLTW** Program in order to encourage student participation, and to retain

its distinct character.

C. Termination. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) PLTW, INC. providing sixty (60) days written notice to the Entity of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of PLTW, INC., all materials, including any reproductions thereof, shall be immediately returned to PLTW, INC., and in no event later than fifteen (15) days after the effective date of termination.

12. Representations and Warranties of the Entity.

The Entity hereby makes the following representations and warranties: (a) This Agreement has been duly approved by the governing authority of the Entity, and the person executing this Agreement on behalf of the Entity has been duly authorized to so act by such Entity; (b) This Agreement is a legally binding agreement whose rights and obligations run only between the Entity and PLTW, INC. and the Entity's execution of this Agreement does not create rights in any other party; and (c) The terms of this Agreement do not violate or conflict with the Entity's charter or any other of its rules of governance, the laws of the Entity's State or any subdivision thereof, or any other agreement to which the Entity is a party.

13. Default.

A. Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

B. Non-payment or Failure to Implement Program. If the Entity fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the **PLTW** Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW, INC. In the event that Entity implements one or more courses, but fails to timely and properly implement the courses required for the Entity's **PLTW** Curricular Program(s), then, this Agreement may immediately terminate, at the option of PLTW, INC.

C. Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

14. Term: Annual Renewal of Agreement.

The initial term of this Agreement shall begin as of the date of signing and shall end on June 30th of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party terminates the Agreement by notice to the other party in writing no later than April 1 preceding the commencement of the next Contract Year.

15. Protection of Intellectual Property.

The Entity agrees to adhere to any and all restrictions in connection with equipment, software and other intellectual property use agreements between PLTW, INC. and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW, INC. or the owner of the intellectual property. Upon a termination of this Agreement, the Entity shall discontinue use of all software or other intellectual property provided to them pursuant to this Agreement or through special agreements relating to the Entity's participation in the **PLTW** Program. PLTW, INC. assumes no liability for the non-performance of the software or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the software or other intellectual property. The Entity agrees that if it materially breaches these restrictions, its right to use such software or other intellectual property will be terminated and all software or other intellectual property shall be immediately returned to PLTW, INC. or the owner. The Entity shall solely be responsible for any remedies sought by the owner relating to the Entity's breach of these provisions, and PLTW, INC. shall not be liable in any way for such breach.

16. Responsibility of Parties.

To the extent permitted by law, the Entity hereby agrees to indemnify, defend and hold harmless PLTW, INC. from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW, INC. may incur as a result of any negligent or willful act of the Entity or any of its agents or employees or the failure by such Entity to perform any of its representations, warranties, commitments, or covenants under this Agreement.

To the extent permitted by law, PLTW, INC. hereby agrees to indemnify, defend and hold harmless the Entity from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Entity may incur as a result of any negligent or willful act of PLTW, INC. or any of its agents or employees or the failure by PLTW, INC. to perform any of its representations, warranties, commitments, or covenants under this Agreement.

17. Miscellaneous Provisions.

A. Assignment. The Entity is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party without the prior written consent of PLTW, INC. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be a material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.

B. Notices. Legal notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Entity:

Lamar Consolidated ISD
3911 Ave. I
Rosenberg, TX
77471

If to PLTW, INC.:

Project Lead The Way, Inc.
Attn: PLTW Agreements
3939 Priority Way South Dr, Ste 200
Indianapolis, IN 46240
ph: 877-335-7589

Other notices or communications permitted under this agreement shall be sent via the PLTW electronic communication network.

C. Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

D. Entire Agreement. This Agreement, including any instruments of agreements attached hereto as exhibits or incorporated herein by reference, contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

Lamar Consolidated ISD

Date: _____

By: _____

Entity Superintendent or School Board
President/Chairperson, or their legally
authorized designee

Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____

Andrea E. Croslyn, Ph.D.
Executive VP, Chief Operating Officer

INFORMATION ITEM: PROJECT LEAD THE WAY PILOT PROGRAM

The Career and Technical Education department has had a working relationship with Project Lead the Way (PLTW) since the 2010 school year. PLTW has provided a series of courses at each LCISD high school that have strengthened the district's CTE Science, Technology, Engineering, and Mathematics (STEM) cluster of courses. It has been a successful venture as it has offered students multiple opportunities to explore engineering and related technical career areas in rigorous and exciting classrooms filled with industry software and equipment. George Ranch High School has been approved by PLTW to implement a BioEngineering pilot program for the 2014-2015 school year. After successfully completing this program, a full implementation can take place. This will give GRHS a primary PLTW specialty program.

Resource person: Joel Garrett, Director of Career and Technical Education



PILOT PARTICIPATION ADDENDUM

This addendum is made by and between Lamar Consolidated ISD (the “Entity”), located in Rosenberg, TX and **PROJECT LEAD THE WAY, INC.**, a New York charitable corporation having an address at 3939 Priority Way South Drive, Suite 200, Indianapolis, IN 46240 (“PLTW, INC.,” and, collectively with the Institution, the “parties”).

WITNESSETH:

WHEREAS, PLTW, INC. and the Entity entered into an agreement dated _____ (the "Agreement"), pursuant to which the Entity would participate in and implement the **PLTW** Program; and

WHEREAS, PLTW, INC. is committed to working with its participating schools and teachers to continuously improve the **PLTW** Program, with the objective of providing an effective and engaging educational experience for students.

WHEREAS, the Entity wishes to participate in a pilot of a new **PLTW** course presently in development, consistent with the terms and conditions set forth in the Agreement and this Addendum.

NOW, THEREFORE, the parties agree as follows:

1. **Course to be Piloted.** The course that will be implemented by the Entity on a pilot basis is **PLTW** Biological Engineering (BioE) (“Pilot Course”). The Pilot Course shall be implemented on a pilot basis at the following sites or schools: George Ranch High School.
2. **Term.** This addendum shall commence as of July 1, 2014, and shall terminate thirty (30) days after the end of the Entity’s then current school year.
3. **Representations.** The Entity represents and warrants that it will implement the Pilot Course consistent with the requirements and obligations set forth in the Agreement, to the extent applicable to the Pilot Course.
4. **Program Requirements.** The Entity shall comply with the requirements set forth in Exhibit “A” attached hereto and all other applicable **PLTW** Program Requirements in implementing the Pilot Course, including but not limited to those applicable to equipment, software, supplies and teacher training, and any additional requirements that are reasonably established by PLTW, INC. specific to the Pilot Course.
5. **Program Emphasis.** The Entity will comply promptly with any requests by PLTW, INC. relating to the emphasis or relative emphasis to be placed on various aspects of the implementation of the Pilot Course as are indicated of concern to PLTW, INC.
6. **Feedback.** The Entity will provide feedback, suggestions, input, improvements and the like to PLTW, INC. regarding the implementation of the Pilot Course. Feedback expectations in terms of contributions, deliverables, submission parameters and frequency will be designated by the Pilot Course project manager assigned to the Entity.

7. **Pilot Teacher Credit.** For satisfactory implementation of the Pilot Course and completion of the feedback services related to the Pilot Course, PLTW, INC. shall provide professional development credit indicating completion of designated Core Training for the Pilot Course. The determination of professional development credit shall be based upon the teacher's full performance of course implementation and feedback in a satisfactory manner, to be determined by PLTW, INC. in its sole, but reasonable, discretion.
8. **Confidentiality and Work Made for Hire.** Except as specifically authorized in this addendum or as otherwise approved by PLTW, INC., information, materials and data furnished to the Entity relating to the Pilot Course and in connection with the performance of this addendum (the "Information") are confidential information of PLTW, INC. and the Entity shall use the Information only in connection with the piloting services for the Pilot Course, and shall not disclose the Information to any other person without the prior written consent of PLTW, INC. in each instance. Upon termination of this addendum, all Information shall be returned to PLTW, INC. It is specifically agreed to by the parties that the Entity is being specifically retained to pilot and provide feedback, suggestions, input, and improvements on materials owned and developed by PLTW, INC. and that enhance, modify or otherwise pertain to proprietary curricular/instructional materials owned by PLTW, INC. The Entity and its participating teacher(s) understand and agree that any such feedback, suggestions, input, improvements and the like are being developed as a "work made for hire" for the specific purpose of enhancing the **PLTW** Program, including existing copyrighted works, and that PLTW, INC. has full ownership and rights to copyright, use, display and duplicate such feedback, suggestions, input, improvements and the like. In the event that the materials developed hereunder are not considered a work-for-hire, the Entity and its participating teachers, intending to transfer all rights thereto to PLTW, hereby provide PLTW with an exclusive, perpetual, irrevocable, royalty-free license to freely and without limitation use, display, distribute, duplicate, transfer and otherwise enjoy such materials. The Entity and its participating teachers represent and warrant that any feedback, suggestions, input, and improvements provided hereunder will not include any information or materials which are subject to any copyright laws or intellectual property rights of others, without appropriate citation to such copyrights or other intellectual property rights. Both PLTW and the Entity will provide Information to the teacher(s) selected to teach the Pilot Course hereunder, and the participating teacher(s) will countersign this addendum to confirm understanding and agreement with the confidentiality and "work made for hire" terms of this section.
9. **Independent Contractor/No Employment Relationship.** In performing services under this addendum, the Entity and its participating teachers shall be independent contractors and there shall not be any employment relationship between PLTW, INC. and the Entity or its participating teachers. All of the Entity's activities will be at its own risk and the Entity is hereby given notice of the responsibility to supervise participating teachers and to make arrangements to guard against physical, financial and other risks as appropriate. Neither the Entity nor its participating teachers shall have any claim against PLTW, INC. for any worker's compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the Entity.

IN WITNESS WHEREOF, the parties have each executed this addendum on the dates indicated below.

Lamar Consolidated ISD

Date: _____

By: _____
Its Authorized Representative

Name: _____

Title: _____

Participating Teacher

Date: _____

By: _____

Print Teacher Name

Project Lead The Way, Inc.

Date: _____

By: _____
Andrea E. Croslyn
Exec Vice President/Chief Operating Officer

EXHIBIT “A”

PLTW Biological Engineering Pilot Program Requirements

The pilot program for **PLTW** Biological Engineering will include a Pilot Teacher at each pilot site, to be designated by the Entity. This person will be trained by PLTW, INC. The Entity will provide the Pilot Teacher with sufficient time for training, collaboration, and preparation.

The Pilot Course will be delivered in a series of four units that can be implemented over the course of a full school year within the 2014–2015 school year.

Pilot School Requirements and Equipment List

- Classroom:** The BioE pilot class must be conducted in a wet lab type of classroom typically used by biology classes and include a minimum of two sinks with both hot and cold water.
- Enrollment:** A minimum of 10 students must be enrolled in the BioE pilot test class with class enrollment not exceeding 25 students.
- Computers:** The pilot will require one computer and projector for the pilot teacher. In addition, the pilot requires one laptop computer per two students, ideally one-to-one. All computers must possess Internet access and standard Microsoft Office software.
- Supplies:** Pilot schools are responsible for obtaining all laboratory equipment and consumable items specified by PLTW. A detailed equipment and supplies list will be provided to participating pilot sites by the early part of the summer 2014. The laboratory equipment necessary to support the BioE pilot will likely include, but not be limited to: gel electrophoresis equipment, thermocycler, micropipettes, scales, incubator, refrigerator, water bath, microcentrifuge, laboratory glassware, grow lights, seedling heating mats, aquarium aeration equipment, Vernier Labquest, and probes. In addition to durable laboratory equipment, roughly \$2000 of consumable materials will be needed to implement the BioE pilot course for one class of 25 students.

Pilot Teacher Expectations

The BioE pilot teacher will:

- Have ultimate responsibility for ensuring that their school implements the pilot with fidelity.
- Coordinate the purchase and management of all equipment and supplies related to the pilot program.

- Attend a 5-7 day face-to-face pilot training session, tentatively scheduled for the later half of July. Transportation, lodging, and most meals for this pilot training will be paid by PLTW, INC.
- Document and provide written feedback on the course content and lesson implementation, for a total of approximately 20 hours (~30 minutes/week).
- Participate in monthly, hour-long video conference-based feedback and training sessions.
- Participate in the development of formative assessment items.

PLTW, INC. does not control the day-to-day implementation of the **PLTW** Program by the entities; safety in the delivery of the **PLTW** Program is the sole responsibility of the entities. It is therefore important for each Entity to implement appropriate safety protocols for the implementation of the **PLTW** Program at its participating schools and sites, including any required, recommended, or appropriate training for faculty/staff, adherence to required, recommended, or appropriate safety measures, and appropriate supervision of students.

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF FEBRUARY 28, 2014)**

- Exhibit "A" gives the LCISD collections made during the month of February 28, 2014.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through February 28, 2014, Lamar had collected 95.5% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- 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
February 2014

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
13	\$ 13,880,688.12	\$ 151,271.27	\$ 2,754.84	\$ 14,034,714.23	\$ 10,385,675.60	\$ 115,937.44	\$ 3,495,012.52	\$ 38,088.67
12	\$ 5,770.07	\$ 10,508.74	\$ 10,397.16	\$ 26,675.97	\$ 4,317.21	\$ 18,259.93	\$ 1,452.86	\$ 2,645.97
11	\$ 2,691.17	\$ 3,596.41	\$ 2,576.97	\$ 8,864.55	\$ 1,974.86	\$ 5,216.09	\$ 716.31	\$ 957.29
10	\$ 15,315.69	\$ 3,396.94	\$ 2,045.80	\$ 20,758.43	\$ 11,449.00	\$ 4,585.10	\$ 3,866.69	\$ 857.64
09	\$ 12,184.74	\$ 1,529.75	\$ 784.64	\$ 14,499.13	\$ 9,614.75	\$ 2,009.22	\$ 2,569.99	\$ 305.17
08	\$ 11,906.67	\$ 1,194.23	\$ 494.79	\$ 13,595.69	\$ 9,410.25	\$ 1,470.31	\$ 2,496.42	\$ 218.71
07	\$ 9,368.85	\$ 1,554.69	\$ 480.94	\$ 11,404.48	\$ 7,242.45	\$ 1,697.57	\$ 2,126.40	\$ 338.06
06	\$ 2,192.73	\$ 2,104.41	\$ 857.86	\$ 5,155.00	\$ 1,885.77	\$ 2,667.67	\$ 306.96	\$ 294.60
05	\$ 1,600.38	\$ 1,721.54	\$ 362.31	\$ 3,684.23	\$ 1,403.77	\$ 1,872.50	\$ 196.61	\$ 211.35
04	\$ 641.85	\$ 763.41	\$ 236.74	\$ 1,642.00	\$ 556.82	\$ 899.09	\$ 85.03	\$ 101.06
03	\$ 157.24	\$ 200.12	\$ 70.12	\$ 427.48	\$ 132.44	\$ 238.51	\$ 24.80	\$ 31.73
02	\$ 164.65	\$ 230.46	\$ 58.95	\$ 454.06	\$ 161.10	\$ 284.57	\$ 3.55	\$ 4.84
01	\$ 280.96	\$ 432.80	\$ 106.76	\$ 820.52	\$ 271.31	\$ 524.72	\$ 9.65	\$ 14.84
00	\$ 128.70	\$ 212.36	\$ 51.16	\$ 392.22	\$ 128.70	\$ 263.52	\$ -	\$ -
99	\$ 212.55	\$ 378.73	\$ 88.70	\$ 679.98	\$ 212.55	\$ 467.43	\$ -	\$ -
98	\$ 239.05	\$ 444.96	\$ 99.48	\$ 783.49	\$ 237.05	\$ 541.37	\$ 2.00	\$ 3.07
97	\$ 270.37	\$ 541.00	\$ 119.53	\$ 930.90	\$ 266.00	\$ 652.14	\$ 4.37	\$ 8.39
96	\$ 393.34	\$ 835.89	\$ 180.88	\$ 1,410.11	\$ 376.69	\$ 981.72	\$ 16.65	\$ 35.05
95	\$ 200.17	\$ 452.53	\$ 97.90	\$ 750.60	\$ 200.17	\$ 550.43	\$ -	\$ -
94	\$ 128.70	\$ 305.02	\$ 65.06	\$ 498.78	\$ 128.70	\$ 370.08	\$ -	\$ -
93				\$ -				
92				\$ -				
91				\$ -				
90				\$ -				
89 & prior				\$ -				
Totals	\$ 13,944,536.00	\$ 181,675.26	\$ 21,930.59	\$ 14,148,141.85	\$ 10,435,645.19	\$ 159,489.41	\$ 3,508,890.81	\$ 44,116.44

Lamar Consolidated ISD
Tax Collections
September 1, 2013-August 31, 2014
(Year-To-Date)

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 2-28-14
13	\$ 142,546,725.94	\$ 6,798,493.06	\$ 149,345,219.00	\$ 142,687,106.17	\$ 151,271.27	\$ 2,754.84	\$ 142,841,132.28	\$ 6,658,112.83
12	\$ 1,236,663.96	\$ (23,541.53)	\$ 1,213,122.43	\$ 523,643.34	\$ 111,851.95	\$ 123,358.76	\$ 758,854.05	\$ 689,479.09
11	\$ 546,327.21	\$ 53,569.48	\$ 599,896.69	\$ 185,131.73	\$ 36,504.28	\$ 26,271.25	\$ 247,907.26	\$ 414,764.96
10	\$ 396,600.60	\$ 57,272.96	\$ 453,873.56	\$ 133,534.51	\$ 24,029.65	\$ 12,961.99	\$ 170,526.15	\$ 320,339.05
09	\$ 326,256.10	\$ 56,286.02	\$ 382,542.12	\$ 128,570.15	\$ 24,322.63	\$ 11,195.45	\$ 164,088.23	\$ 253,971.97
08	\$ 259,568.71	\$ 50,149.82	\$ 309,718.53	\$ 96,475.25	\$ 14,439.71	\$ 4,312.60	\$ 115,227.56	\$ 213,243.28
07	\$ 245,848.11	\$ 7,426.81	\$ 253,274.92	\$ 37,138.15	\$ 12,103.39	\$ 2,495.01	\$ 51,736.55	\$ 216,136.77
06	\$ 178,805.61	\$ (4,843.03)	\$ 173,962.58	\$ 27,778.85	\$ 19,595.30	\$ 6,136.02	\$ 53,510.17	\$ 146,183.73
05	\$ 191,664.56	\$ (148.25)	\$ 191,516.31	\$ 16,096.84	\$ 12,518.35	\$ 3,009.01	\$ 31,624.20	\$ 175,419.47
04	\$ 115,403.37	\$ (131.70)	\$ 115,271.67	\$ 6,670.47	\$ 6,606.96	\$ 2,344.70	\$ 15,622.13	\$ 108,601.20
03	\$ 61,574.39	\$ (130.03)	\$ 61,444.36	\$ 3,308.97	\$ 4,028.78	\$ 816.42	\$ 8,154.17	\$ 58,135.39
02	\$ 45,766.37	\$ (117.70)	\$ 45,648.67	\$ 4,077.58	\$ 5,287.01	\$ 1,275.55	\$ 10,640.14	\$ 41,571.09
01	\$ 39,476.19	\$ (117.70)	\$ 39,358.49	\$ 2,158.48	\$ 3,200.09	\$ 732.93	\$ 6,091.50	\$ 37,200.01
00	\$ 33,046.85	\$ (41.65)	\$ 33,005.20	\$ 1,640.06	\$ 2,579.97	\$ 606.96	\$ 4,826.99	\$ 31,365.14
99	\$ 35,999.90	\$ (7.32)	\$ 35,992.58	\$ 1,735.73	\$ 2,980.30	\$ 689.13	\$ 5,405.16	\$ 34,256.85
98	\$ 27,275.17	\$ (27.19)	\$ 27,247.98	\$ 1,854.22	\$ 3,340.23	\$ 764.77	\$ 5,959.22	\$ 25,393.76
97	\$ 23,982.78	\$ (127.24)	\$ 23,855.54	\$ 1,938.89	\$ 3,687.56	\$ 822.51	\$ 6,448.96	\$ 21,916.65
96	\$ 25,664.08	\$ (126.90)	\$ 25,537.18	\$ 2,531.87	\$ 5,065.91	\$ 1,092.41	\$ 8,690.19	\$ 23,005.31
95	\$ 25,336.11	\$ (216.95)	\$ 25,119.16	\$ 1,753.26	\$ 3,609.07	\$ 768.81	\$ 6,131.14	\$ 23,365.90
94	\$ 19,128.12	\$ (158.17)	\$ 18,969.95	\$ 1,753.59	\$ 3,736.82	\$ 788.30	\$ 6,278.71	\$ 17,216.36
93	\$ 11,038.63	\$ (20.21)	\$ 11,018.42	\$ 743.52	\$ 1,837.95	\$ 387.22	\$ 2,968.69	\$ 10,274.90
92	\$ 7,811.68	\$ (30.36)	\$ 7,781.32	\$ 612.67	\$ 1,588.37	\$ 330.15	\$ 2,531.19	\$ 7,168.65
91 & prior	\$ 17,743.56	\$ -	\$ 17,743.56	\$ 688.02	\$ 2,031.39	\$ 407.89	\$ 3,127.30	\$ 17,055.54
Totals	\$146,417,708.00	\$6,993,412.22	\$153,411,120.22	\$ 143,866,942.32	\$456,216.94	\$204,322.68	\$144,527,481.94	\$9,544,177.90

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

MONTH	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%
NOV	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%
DEC	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%
JAN	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%
FEB	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%
MAR		96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%
APR		97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%
MAY		98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%
JUNE		98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%
JULY		99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%
AUG		99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2013-14 TAX COLLECTIONS
AS OF FEBRUARY 28, 2014**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 2-28-14	% OF BUDGET COLLECTED
2013	2013-14	\$145,701,377	\$142,687,106	97.93%
2012 & Prior	2012-13 & Prior	\$2,150,000	\$1,179,836	54.88%
TOTAL		\$147,851,377	\$143,866,942	97.31%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF FEBRUARY 28, 2014**

Exhibit E

SCHOOL YEAR TAX YEAR	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013
COLLECTION YEAR						
1 Orig. Levy	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726
1 Collections	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	140,561,034	142,687,106
Adj. To Roll	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,798,493
2 Collections	\$ 1,484,532	\$ 1,349,141	1,050,557	915,762	523,643	
Adj. To Roll	\$ (65,264)	\$ (117,676)	53,764	(64,337)	(23,542)	
3 Collections	\$ 248,471	\$ 368,541	329,317	185,132		
Adj. To Roll	\$ 96	\$ 67,079	13,438	53,569		
4 Collections	\$ 223,830	177,479	133,535			
Adj. To Roll	\$ 102,644	(27,690)	57,273			
5 Collections	129,732	\$ 128,570				
Adj. To Roll	28,960	\$ 56,286				
6 Collections	\$ 96,475					
Adj. To Roll	\$ 50,150					
TOTAL:						
COLLECTIONS	\$ 125,354,492	\$ 130,178,147	\$ 133,599,428	\$ 137,218,601	\$ 141,084,678	\$ 142,687,106
ADJUSTED TAX ROLL	\$ 125,567,735	\$ 130,432,120	\$ 133,919,765	\$ 137,633,365	\$ 141,774,157	\$ 149,345,219
BALANCE TO BE COLLECTED	\$ 213,243	\$ 253,972	\$ 320,338	\$ 414,764	\$ 689,479	\$ 6,658,113
ADJ. TAXABLE VALUE	\$ 9,676,548,729	\$ 10,051,409,839	\$ 9,814,207,275	\$ 9,901,324,788	\$ 10,199,212,741	\$ 10,743,873,889
TOTAL % COLLECTIONS AS OF FEBRUARY 28, 2014	99.8%	99.8%	99.8%	99.7%	99.5%	95.5%
TAX RATE	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

A-Rocket Moving & Storage (Polly Ryon Middle)	Application # 1	\$	245.00
A-Rocket Moving & Storage (Polly Ryon Middle)	Application # 2	\$	1,680.00
A-Rocket Moving & Storage (Terry HS)	Application # 1	\$	738.50
ARC Abatement (Bowie Elementary)	Application # 1	\$	2,992.00
Bass Construction (Lamar HS Baseball/Softball Complex)	Application # 8	\$	847,104.27
Gilbane (2011 Bond Program)	Application # 22	\$	202,542.00
PBK Architects (Natatorium #2 – Reimbursables)	Application # 5	\$	403.20
Terracon (Natatorium #2)	Application # 1	\$	4,345.00
VLK Architects (Misc. Renovations 2013)	Application # 6	\$	7,944.20
VLK Architects (Misc. Renovations 2013 - Reimbursables)	Application # 2	\$	2,824.69
VLK Architects (Misc. Renovations 2014)	Application # 1	\$	161,396.43

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 – MAINTENANCE & OPERATIONS

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

Work Request Summary for February 2014:

- The Department completed 1,755 requests with 189 new requests
- 22 were closed

Maintenance:

The Maintenance Department assisted by:

- Providing fire alarm system training for the maintenance employees at the Maintenance Center
- Unclogging a service sink drain in a custodial closet at Foster High
- Replacing a leaking toilet drain gasket at George Junior High
- Installing canopy lighting by the portable buildings at Thomas Elementary
- Repairing the kitchen vent hood at Wessendorff Middle
- Replacing an intercom system call button at Thomas Elementary
- Replacing a worn lock cylinder at Navarro Middle
- Replacing a fire alarm system module at Austin Elementary
- Confirming phone lines for the new Natatorium #2
- Replacing window trim at the auditorium at Terry High
- Repairing the ramp near the portables at Smith Elementary
- Repairing a restroom door hinge at Reading Junior High
- Cleaning and performing routine preventative maintenance on the ice machine in the trainers area at Briscoe Junior High
- Cleaning and performing routine preventative maintenance on the ice machine in the workroom at Meyer Elementary
- Cleaning and performing routine preventative maintenance on the ice machine in the trainers area at Reading Junior High
- Cleaning and performing routine preventative maintenance on the ice machine in the lounge at Wertheimer Middle
- Cleaning and performing routine preventative maintenance on the ice machine in the cafeteria at Taylor Ray Elementary
- Cleaning and performing routine preventative maintenance on the ice machine in the lounge at Campbell Elementary
- Cleaning and performing routine preventative maintenance on the ice machine in the lounge at Seguin Early Childhood Center
- Replacing the Formica on a door in the band hall at Terry High
- Installing window screens at the Administrative Annex
- Replacing seven lamps on the bus porch at Reading Junior High
- Replacing lamps in the high ceiling areas at Reading Junior High

- Mounting a hose hanger in a storage room at Campbell Elementary
- Repairing keyboard trays in the computer lab at Pink Elementary
- Repairing a wooden bench on the playground at Dickinson Elementary
- Repairing a hole in the wall in the computer lab at Huggins Elementary
- Replacing a broken push bar on a water fountain at Jane Long Elementary
- Assembling three picnic tables for Jane Long Elementary
- Repairing a metal bar in a bathroom stall at Austin Elementary
- Installing weather stripping on the portable doors at Beasley Elementary
- Performing preventative maintenance on lounge ice machine at Frost Elementary
- Performing preventative maintenance on lounge ice machine at Hutchinson Elementary
- Performing preventative maintenance on all ice machines at Lamar High
- Repairing wall along the roll-up gate side tracks by the band hall at Terry High
- Repairing the drywall in various classrooms at Terry High
- Repainting a wall in classroom 111 at Navarro Middle
- Installing a door sweep to the front office door at Wessendorff Middle
- Removing three shelves in the kitchen area to touch up the paint at the Administrative Annex
- Tightening legs on several tables in classrooms at Lamar High
- Installing mini-blinds in the Registrar's Office at Lamar Junior High
- Repainting a wall in the hallway next the gym at Frost Elementary
- Repairing shelving in a classroom at Frost Elementary
- Repainting a wall in the office area at George Junior High
- Repairing wheels on the podium in classroom C-105 at Lamar High Vocational
- Anchoring eight shelves to the closet wall at George Ranch High
- Installing a can opener in the kitchen area at George Ranch High
- Resetting ceiling tiles in the front office area at Polly Ryon Middle
- Repairing a table in the clinic area at Briscoe Junior High
- Replacing a lavatory faucet at Bowie Elementary
- Repairing lights on the softball field at Lamar High
- Repairing an electronic key pad for security doors at Seguin Elementary
- Reprogramming the intercom system bell schedule at Reading Junior High
- Reprogramming the intercom system bell schedule at Travis Elementary
- Making and delivering new keys to George Ranch High
- Repairing fire alarm strobe/horns in the portables at Smith Elementary
- Repairing a trouble signal on the fire alarm system at Foster High
- Replacing a broken window at Smith Elementary

Custodial, Integrated Pest Control and Lawn Works:

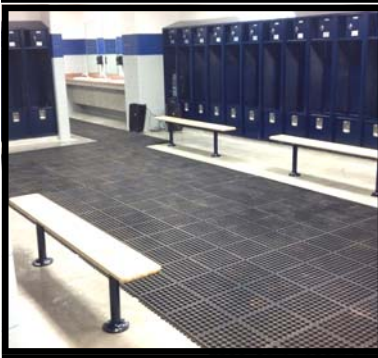
The Operations Department assisted by:

- Scheduling Gillen's Pest Control services district-wide
- Providing rodent control at Navarro Middle, Terry High, George Junior High, and Beasley Elementary

- Providing ant control at Dickinson Elementary, Natatorium, and Frost Elementary
- Removing empty boxes from the office area at Jackson Elementary
- Adding custodial supplies at Jackson Elementary
- Using the micromatic machine on all the hallways at Jackson Elementary
- Cleaning the front of the school at Jackson Elementary
- Removing feces from a restroom toilet seat at Meyer Elementary
- Resetting a breaker at Meyer Elementary
- Delivering two packages to the gym at Meyer Elementary
- Repairing a pencil sharpener in a classroom at Meyer Elementary
- Setting up room 215C for meeting at Brazos Crossing
- Sweeping the pool deck at the Natatorium
- Checking the chemical system each day at the Natatorium
- Rearranging tables in various classrooms at Pink Elementary
- Moving two boxes of material to the recycle bin at Pink Elementary
- Sweeping and vacuuming the main entrance at Travis Elementary
- Replacing lights in the workroom at Travis Elementary
- Cleaning up vomit from cafeteria floor at Travis Elementary
- Setting up risers in the gym for picture day at Campbell Elementary
- Cleaning air vents in all the hallways at Jackson Elementary
- Using the micromatic on the gym floor at Jackson Elementary
- Replacing a pencil sharpener in the library at Jackson Elementary
- Opening the auditorium for the Rosenberg Opry at Terry High
- Opening the cafeteria for Another Time Soda Fountain at Terry High
- Emptying all outside trash cans at Terry High
- Removing trash from grounds at Meyer Elementary
- Cleaning up urine from the boys restroom at Meyer Elementary
- Cleaning the service yard area at Meyer Elementary
- Delivering copy paper to a workroom at Meyer Elementary
- Checking pool heater at the Natatorium
- Emptying trash cans on the deck at the Natatorium
- Helping Special Ed to get inside of pool area at the Natatorium
- Delivering two folding tables to the library at Campbell Elementary
- Moving 5 large plastic containers to a conference room at Pink Elementary
- Raising several student desks at Pink Elementary
- Cleaning the front entry windows at Pink Elementary
- Removing eight tables, a kitchen set, and teachers desks from Seguin Early Childhood Center
- Raising several tables and desks at Seguin Early Childhood Center
- Delivering a book shelf to the library at Seguin Early Childhood Center
- Setting up parking cones in front of Hutchison Elementary
- Opening several classrooms for substitutes at Hutchison Elementary
- Cleaning up a milk spill in the hallway at Hutchison Elementary
- Mowing at the following locations: Austin, Frost, Taylor Ray, Travis, Campbell, Dickinson, Seguin, Pink, Velasquez, Williams, Thomas, Hutchison, Huggins, Smith, and Powell Point

- Overseeing the irrigation repair work at Foster High
- Returning bleachers to the Natatorium
- Painting soccer and baseball fields
- Raking leaves in the front of Bowie Elementary
- Moving art work back to Reading Junior High
- Mowing rye grass on all athletic fields
- Delivering tables to Bowie Elementary
- Installing a new gate on the playground at Bowie Elementary
- Removing chairs and tables from the cafeteria at Seguin Early Childhood Center
- Shampooing the ABC carpets in classrooms at Seguin Early Childhood Center
- Delivering 30 boxes of copy paper to the office at Seguin Early Childhood Center
- Repairing a clock in the library at Seguin Early Childhood Center
- Setting up for church services at Hutchison Elementary
- Dusting library blinds at Hutchison Elementary
- Cleaning up blood spills in the main hall at Hutchison Elementary
- Setting up the cafeteria for a dance at Hutchison Elementary
- Replacing lights in several classrooms at Campbell Elementary
- Sweeping the front curb area at Campbell Elementary
- Removing gum and stickers from the cafeteria floor at Pink Elementary
- Delivering tables to the gym at Pink Elementary
- Delivering rolling trash cans to the gym at Pink Elementary
- Setting up 200 chairs in the gym for Charms and Gents event at Pink 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)



Lamar HS Baseball/Softball

2006 Bond Program Projects

Transportation Satellite Facility

- Projected close-out for the Satellite Transportation is May 2014.

Lamar High School Baseball/Softball Complex

- Project is substantially completed.
- Contractor continues work on final punch list items.
- Project closeout is projected for June 2014.
- Ribbon cutting of facility occurred February 28., 2014.

2011 Bond Program Projects

Adolphus Elementary

- Project is complete.

Agricultural Barn Renovations

- Project is complete.

Arredondo Elementary

- Proposals received on February 25, 2014 from four general contractors.
- Drymalla will be recommended as the General Contractor at the March Board meeting.



Lamar HS Baseball/Softball

George Ranch High School Build-Out

- Project is complete.

High School and Junior High School #5

- Drymalla Construction was approved as the Construction Manager at the December board meeting.
- Design development plans were presented at the February 2014 Board meeting.
- PBK has produced 50% review drawings which have been reviewed by Gilbane, Transportation, CTE, Maintenance, Food Service, Technology and Administration.
- Preconstruction meetings are being held with the Construction Manager to discuss the scope and budget of the projects.
- An estimate of the costs for water and sewer facility expansion by the City of Fulshear will be brought to the Board in March.



Lamar HS Baseball/Softball

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

- Project is complete.

Miscellaneous Renovations to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES

- A pre-proposal meeting was held at Brazos Crossing February 18, 2014.
- Bids were received February 27, 2014.
- Bass Construction will be recommended as the General Contractor at the March Board meeting.



New Natatorium

- Underground storm drainage is installed.
- Building pad is complete.
- Warranty deed for the project site was forwarded to Center Point for preparation of the Terms and Conditions.
- Concrete piers have been installed.
- 950 yards of paving was in placed in February.
- Perimeter concrete grade beams are being installed.
- Temporary power is scheduled for week of March 10, 2014.
- Project meeting is scheduled with Gilbane, PBK and contractor on March 12, 2014.

Polly Ryon Middle School

- Project is complete.

Satellite Transportation Center Phase II

- PBK Architects is working on design development for this project. A presentation will be made to the LCISD Board of Trustees in April.

Traylor Stadium Renovations

- City issued permit February 3, 2014.
- Temporary construction fence has been placed in the Lamar HS parking lot.
- Demolition of asphalt in proposed northwest and northeast building locations is complete.
- Sanitary and storm sewer work has commenced on north side of stadium.
- Project meeting is scheduled with Gilbane, PBK and contractor on March 12, 2014.

Track & Turf

- Project is complete.

EXECUTIVE REPORT

	ORIGINAL	CURRENT	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$ 51,095,099	\$ 56,291,935	\$ 43,384,398	\$ 12,907,537	\$ 30,181,935
LAND	2,700,000	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	21,168,000	0	21,168,000	0
TRANSPORTATION	6,100,779	6,100,779	5,263,874	836,905	5,263,874
EXISTING FACILITIES	23,791,755	23,739,286	10,659,337	13,079,949	9,407,999
MISCELLANEOUS	5,144,367	0	0	0	0
TOTAL	\$ 110,000,000	\$ 110,000,000	\$ 59,318,809	\$ 50,681,191	\$ 44,865,008

INFORMATION ITEM: 2014 HEART OF GIVING CAMPAIGN

The Lamar Consolidated Independent School District employees participated in the annual *Heart of Giving* campaign from February 3 – 14, 2014. The campaign gives staff members the opportunity to easily make a donation to any of the 50 agencies supported by Community Health Charities Texas, any of the more than 100 agencies supported by the United Way of Greater Houston, or the Lamar Educational Awards Foundation.

Campaigners were selected by each campus/department to collect pledge cards and individual contributions. Our total donation for this years' campaign was \$47,321.04—this is an increase from the \$37,404.55 raised during the 2013 campaign.

Congratulations to the Brazos Crossing staff for leading the campaign totals with \$4,385.00. Meyer Elementary raised the second-highest amount with \$4,200.00. Our campuses pledging more than \$2,000, included: Reading Jr. High, Briscoe Jr. High, Hutchison Elementary, and Velasquez Elementary.

A special “thank you” to Barbara Johnson in the Community Relations Department, for her hard work coordinating this year’s campaign and for reconciling all of the donations.

Overall, we’re extremely pleased with Lamar CISD’s continued spirit of giving to our community. Our staff contributions have increased each year over the past five years.

The campaign results by campus/department are listed on the attached chart.

Resource Person: Mike Rockwood, Executive Director of Community Relations



Campus/Dept.	Community Health Charities	LEAF	United Way of Greater Houston	2014 TOTALS	2013
Brazos Crossing	\$507.00	\$2,030.00	\$1,848.00	\$4,385.00	\$3,773.00
Meyer Elementary	\$1,443.00	\$1,747.00	\$1,010.00	\$4,200.00	\$2,515.00
Reading JH	\$1,174.00	\$1,432.00	\$906.00	\$3,512.00	\$2,250.00
Briscoe Jr. High	\$1,235.00	\$711.00	\$786.00	\$2,732.00	\$2,767.00
Hutchison Elementary	\$547.00	\$1,462.00	\$369.00	\$2,378.00	\$1,171.00
Velasquez Elementary	\$197.00	\$1,678.00	\$145.00	\$2,020.00	\$770.55
George Jr High	\$170.00	\$1,494.00	\$258.00	\$1,922.00	\$1,925.00
George Ranch HS	\$517.00	\$1,161.00	\$190.00	\$1,868.00	\$879.00
Pink Elementary	\$688.00	\$616.00	\$524.00	\$1,828.00	\$2,246.00
Ray Elementary	\$684.00	\$454.00	\$487.00	\$1,625.00	\$1,684.00
Huggins Elementary	\$308.00	\$907.00	\$137.00	\$1,352.00	\$968.00
Foster High	\$203.00	\$1,038.00	\$80.00	\$1,321.00	\$1,000.00
Ryon Middle	\$229.00	\$692.00	\$338.00	\$1,259.00	\$0.00
Hubenak Elementary	\$369.00	\$650.00	\$216.00	\$1,235.00	\$1,577.00
Dickinson Elementary	\$288.00	\$621.00	\$198.00	\$1,107.00	\$660.00
McNeill Elementary	\$297.00	\$703.00	\$86.00	\$1,086.00	\$1,385.00
Campbell Elementary	\$392.00	\$357.00	\$287.00	\$1,036.00	\$1,162.00
Terry High	\$223.00	\$456.00	\$314.00	\$993.00	\$1,130.00
Jackson Elementary	\$465.00	\$438.00	\$33.00	\$936.00	\$574.00
Smith Elementary	\$157.00	\$698.00	\$55.00	\$910.00	\$639.00
Bealsey Elementary	\$572.00	\$202.00	\$119.00	\$893.00	\$663.00
Wessendorff Middle	\$217.00	\$377.34	\$230.66	\$825.00	\$554.00
Frost Elementary	\$89.00	\$550.00	\$85.00	\$724.00	\$720.00
Travis Elementary	\$293.00	\$320.00	\$56.00	\$669.00	\$732.00
Bowie Elementary	\$316.04	\$244.00	\$78.00	\$638.04	\$724.00
Seguin Elementary	\$143.00	\$447.00	\$25.00	\$615.00	\$486.00
Long Elementary	\$260.00	\$256.00	\$80.00	\$596.00	\$134.00
Lamar High	\$140.00	\$290.00	\$150.00	\$580.00	\$55.00
Austin Elementary	\$233.00	\$275.00	\$65.00	\$573.00	\$395.00
Navarro Middle	\$270.00	\$70.00	\$224.00	\$564.00	\$589.00
Adolphus Elementary	\$199.00	\$212.00	\$80.00	\$491.00	\$0.00
Lamar Jr. High	\$83.00	\$369.00	\$0.00	\$452.00	\$630.00
Wertheimer Middle	\$205.00	\$220.00	\$0.00	\$425.00	\$315.00
Thomas Elementary	\$196.00	\$165.00	\$45.00	\$406.00	\$390.00
Williams Elementary	\$40.00	\$260.00	\$0.00	\$300.00	\$505.00
Alternative Learning Center	\$25.00	\$233.00	\$25.00	\$283.00	\$623.00
1621, JDC, FBCAS	\$39.00	\$195.00	\$0.00	\$234.00	\$217.00
Transportation	\$112.00	\$20.00	\$42.00	\$174.00	\$180.00
Annex Building	\$45.00	\$0.00	\$64.00	\$109.00	\$101.00
Natatorium / Athletics	\$0.00	\$15.00	\$40.00	\$55.00	\$45.00
Dist/Prop Mgt./Warehouse/M&O	\$0.00	\$10.00	\$0.00	\$10.00	\$109.00
Community Center	\$0.00	\$0.00	\$0.00	\$0.00	\$112.00
Development Center (Graphic Arts and Technology, Safe & Drug Free)	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
TOTAL	\$13,570.04	\$24,075.34	\$9,675.66	\$47,321.04	\$37,404.55

INFORMATION ITEM: CAMPUS CLIMATE SURVEYS

Lamar CISD believes community engagement is critical to the success of our schools and students. With that in mind, we recently launched a Campus Climate Survey seeking parent, student and staff views on the educational climate in each school. Designed and administered by independent technology and communications firm K12 *Insight*, the survey focused on topics such as academic preparation, student support, safety, and parent involvement.

A total of 11,104 people participated in the survey—including 2,669 parents, 6,749 students, and 1,686 staff members.

Overall, the results were positive. A few examples include: 73 percent of students, 80 percent of parents, and 83 percent of staff gave schools an “A” or “B” for education quality. The majority of staff (95 percent) agreed or strongly agreed that high learning standards are set for students. Most students (87 percent) said teachers tell them what they need to know to succeed in school. Also, a majority of staff (93 percent) and students (74 percent) felt safe at school. Most parents felt welcome at school and informed about their child’s learning, grades and behavior.

The District will use feedback from this survey to help guide decision-making.

Resource Person: Mike Rockwood, Executive Director of Community Relations

INFORMATION ITEM: 2014 BOND CONSIDERATION

The 2014 Demographic Report—conducted by Population and Survey Analysts (PASA)—showcases the rapid growth found throughout Lamar CISD. Projections show Lamar CISD will add over 32,000 single-family homes and another 8,000+ multi-family units in the coming decade.

In preparation of these developments, a tentative timeline for a bond referendum has been created for the board to review (attached).

Resource Persons: Dr. Thomas Randle, Superintendent of Schools
Mike Rockwood, Executive Director of Community Relations

**Lamar CISD
November 2014 Tentative Bond Planning Timeline**

February 2014	Demographic Update by PASA
March 2014	Facilities Planning Team Reviews/Walkthroughs
March 2014	Board Nominates Citizen's Bond Committee Members
April 2014	Facilities Planning Team Report/Recommendations to Board
April 2014	2014 Board Approves Citizen's Bond Committee Membership
May 2014	Bond planning workshop for Board Board Reviews Master Plan Principles
May 2014	Board Adopts Master Plan Principles, if changed
May – June 2014	Citizen's Bond Committee begins meeting
June 2014	Citizen's Bond Committee Report to Board Public Hearing on Bond Report
July 2014	Board Bond Workshop Board calls Bond Election
August 2014	Vote "Yes" Committee Organized Open Houses/Community Meetings
September 2014	Project Manager and Architects interviewed/ selected for Board approval
October 2014	Branch and Early Voting Community Presentations
November 2014	Bond Election