

A banner with a light blue background and a yellow sun graphic on the left. The text "Regular Board Meeting" is written in a large, bold, red, italicized font. The background of the banner features a repeating pattern of "Lamar CISD" in a smaller, blue, sans-serif font.

Regular Board Meeting

Lamar Consolidated Independent School District
Board of Trustees
Thursday, November 15, 2012
7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
NOVEMBER 15, 2012
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. October 18, 2012 Regular Board Meeting 6
 - B. October 30, 2012 - Special Meeting (Workshop) 13
 - C. Revised August 16, 2012 Regular Board Meeting 15
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
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 - A. **Goal: Planning**
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 2. Consider ratification of Financial and Investment Reports 27
 3. Consider approval of donations to the district, including, but not limited to: 31
 - a. Austin Elementary School
 - b. Williams Elementary School
 4. Consideration of resolution adopting redistricting plan for trustee election 32
districts, directing legal counsel to seek preclearance from the U.S.
Department of Justice, and exercising the option to allow trustees to remain
in office to serve the remainder of their terms after redistricting
 5. Consider approval of trash service - outside city limits 36
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 8. Consider approval of impact and connection fees to Fort Bend County 43
Municipal District No. 146
 - B. **Goal: Technology**
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4. Consider approval of projector purchases	80
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A. Goal: Instructional	
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2. Texas English Language Proficiency Assessment System (TELPAS) Results, Spring 2012	90
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B. Goal: Planning	
1. Parent Involvement Update	94
2. Tax Collection Report	95
3. Payments for Construction Projects	101
4. Region 4 Maintenance and Operations Update	102
5. Bond Update	106
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.	110
a. Approval of personnel recommendations or employment of professional personnel	111
b. Employment of professional personnel (Information)	114
c. Employee resignations and retirements	116
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land acquisition	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	
c. Discussion with legal counsel regarding redistricting process	

RECONVENE IN OPEN SESSION

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

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of November 2012 at 3:30 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 18th day of October 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

a. JROTC Presidential Recognition

JROTC members recognized were Cadet Master Sergeant Marisol Cordova, Cadet Master Sergeant Precious Carbonell, Cadet Master Sergeant Sebastian Hernandez, and Cadet Technical Sergeant Emilie Witt.

4. AUDIENCE TO PATRONS

Kathryn Kaminski stated that it was her understanding that the Board will review the L.E.A.P. report at the December Board meeting and requested that she be added to the agenda for the same night representing the Gingerbread House After-School Program at Frost and Hutchison Elementary Schools and be allowed the same time allotted to the L.E.A.P. presentation.

5. APPROVAL OF MINUTES OF SEPTEMBER 20, 2012 REGULAR BOARD MEETING

It was moved by Mr. Hakimzadeh and seconded by Mr. Torres that the Board of Trustees amend the previously adopted August 16, 2012 Regular Board Meeting minutes to reflect that Mr. Hakimzadeh made a motion to amend the Resolution Adopting Guidelines for Citizen Proposals and Comment in Redistricting Process to add the creation of a redistricting committee. The motion carried unanimously.

APPROVAL OF MINUTES OF OCTOBER 9, 2012 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve the minutes of the October 9, 2012 Special Meeting (Workshop). The motion carried unanimously.

5. BOARD MEMBERS REPORTS

□ Meetings and Events

Mr. Hopkins reported the Facilities Committee met this afternoon. Adolphus Elementary School and Polly Ryon Middle School are on time and on budget. The Satellite Transportation Center is open and expect to have all bills closed out within the next 30 to 60 days.

Ms. Zacharias reported the technology team met today with a lengthy agenda. Details on the new student information system will be brought to the board in November. Input was received from counselors, principals, registrars, and the technology team. The target is set for the 2013—2014 school year.

6. SUPERINTENDENT REPORTS

- ❑ **Meetings and Events**
- ❑ **Information for Immediate Attention**
- ❑ **Introductions**

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1 – 8. A-8, 8. A-10, 8. B-1 – 8. B-2, and 8. C-1

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

8. A GOAL: PLANNING

8. A-1 Approval of Budget Amendment Requests

approved budget amendment requests as presented. (See inserted pages 28-A—28-C.)

8. A-2 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

8. A-3 Consider Acceptance of Certificate of Excellence in Financial Reporting

reviewed and accepted the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2011 (School Year 2010—2011).

8. A-4 Approval of Collateral Security Agreements with Bank of America N.A. and The Bank of New York Mellon Trust Company, N.A.

approved the attached collateral security agreements with Bank of America. N.A. and The Bank of New York Mellon Trust Company N.A.

8. A-5 Approval of Resolutions proclaiming

a. Parent Involvement Week

approved the attached resolution proclaiming November 12—16, 2012 as "Parent Involvement Week" in the Lamar Consolidated Independent School District. (See inserted page 28-D.)

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

a. Meyer Elementary School

b. Smith Elementary School

approved donations to the district.

8. A-7 **Approval to Authorize Submission of Documentation of Eminent Domain Authority in Texas**

authorized the submission of the required documentation of eminent domain authority in Texas to the State Comptroller's Office. (See inserted page 29-A.)

8. A-8 **Approval of Athletic and Trainer Supplies**

approved all vendors who responded to the athletic and trainer supplies bid.

8. A-10 **Approval of CSP #35-2012 for the Agricultural Facility Renovations**

approved BLS Construction, Inc. for the renovations to the Agricultural Facility in the amount of \$413,000 and amended the budget as necessary.

8. B **GOAL: SAFE, DRUG-FREE AND DISCIPLINED SCHOOLS**

8. B-1 **Approval of Interlocal Agreement with Fort Bend County for Radio System Use**

approved the interlocal agreement with Fort Bend County to access the County's Public Safety Radio System. (See inserted pages 29-B—29-H.)

8. B-2 **Approval of Interlocal Agreement with Region 4 Education Service Center for Renewal of Safe Schools Projects**

approved the renewal of the District's interlocal agreement with Region 4 Education Service Center in the amount of \$10,748.50 effective from November 1, 2012 through October 31, 2013. (See inserted pages 29-I—29-K.)

8. C **GOAL: INSTRUCTIONAL**

8. C-1 **Approval of the 2012—2013 District Improvement Plan and Campus Improvement Plans**

approved the 2012—2013 District Improvement Plan and campus improvement plans.

INFORMATION ITEMS

9. A **GOAL: INSTRUCTIONAL**

9. A-1 **Quarterly Academic Update**

Instructional staff presented an update on English/Language Arts Advanced Placement vertical team.

8. A GOAL: PLANNING

8. A-9 Discussion of Wine and Beer Permit at Convenience Store Near School District Property

The Board was notified that SSP Beverage LLC is filing for a wine and beer retailer's off-premise permit/license for a proposed convenience store to be located at the southeast corner of FM 1640 and Reading Road in Rosenberg, Texas. After some discussion, the Board had no objections.

It was moved by Ms. Zacharias and seconded by Mr. Hopkins that the Board of Trustees permit SSP Beverage LLC to acquire a wine and beer retailer's off-premise permit/license for a proposed convenience store. The motion carried unanimously.

INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-2 Freezing of New Intra-District/Inter-District Transfer Requests to Reading Junior High School

After reviewing the FDB (LOCAL) policy that was approved last school year, Mr. Hakimzadeh questioned who and the number of students the freeze would affect. Dr. Walter Bevers shared information on the overage of student population. Mr. Hakimzadeh questioned if employees would still be allowed to transfer their students. Dr. Bevers stated that most employee transfers are done in the June and July period as well as AYP students but they will not be affected. New students moving into the district will be allowed to enroll in his/her designated campus. Dr. Randle explained that this was not the first time that we have had to put a freeze on transfers in the district.

Ms. Zacharias left at 7:33 p.m.

9. B GOAL: PLANNING

9. B-1 Tax Collection Report

9. B-2 Energy Management Quarterly Report

9. B-3 Payments for Construction Projects

9. B-4 Region 4 Maintenance and Operations Update

9. B-5 Bond Update

9. B-6 Medical/Rx Plan Structural Changes

9. B-7 New Nutrition Standards in the National School Lunch and School Breakfast Programs

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

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

2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition

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

The Board did not convene in Closed Session.

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

APPROVAL OF PERSONNEL RECOMMENDATIONS

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

Employed

Stewart, Gloria	TBD	Bilingual/ESL Curriculum & Instructional Specialist	Bilingual Education
Terry, Justin	TBD	Multimedia Specialist/Videographer	Community Relations

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 30th day of October 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Michael Richard, at 7:08 p.m.

Members Present:

Michael Richard	President
Karen Mendoza	Vice President
Julie Thompson	Secretary
Dar Hakimzadeh	Member

Members Absent:

Sam Hopkins	Member
Frank Torres	Member
Rhonda Zacharias	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
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

3. CONSIDERATION OF PROPOSED REDISTRICTING PLAN

President Richard turned the meeting over to the District's attorney, Mr. Rick Morris.

Mr. Morris provided an executive summary that gave a thumbnail sketch of where we are in the redistricting process and what has transpired since the original proposed map that was prepared by Dr. John Alford and Dr. Robert Stein, Rice University professors. Attendees were invited to approach the map that was provided and were encouraged to ask questions and make suggestions.

Dr. Alford and Dr. Stein brought their computer mapping software with them so they could effectively make revisions to boundaries that attendees suggested. At the close of the public hearing, the district received an endorsement of the proposed plan from the representative of LULAC.

A final plan will be brought back to the board at the Regular Meeting in November for approval. Any alternates the board approves, Mr. Morris will be back in contact with the Hispanic representatives and ensure that we still have their endorsement. Upon their written endorsement and Board approval, Mr. Morris will submit the plan to the Department of Justice.

ADJOURNMENT

The meeting adjourned at 7:37 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
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 16th day of August 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Michael Richard, at 7:03 p.m.

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
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

None

4. AUDIENCE TO PATRONS

Kathryn Kaminski, director of the Gingerbread House Day Care Center in Rosenberg, addressed the Board regarding after-school staffing.

5. APPROVAL OF MINUTES OF JULY 17, 2012 REGULAR BOARD MEETING AND JULY 31, 2012 SPECIAL BOARD MEETING

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve the minutes of the July 17, 2012 Regular Board Meeting and the July 31, 2012 Special Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

□ **Meetings and Events**

Mr. Hopkins reported the Facilities Committee met on Tuesday. The satellite transportation center has been finished and some of the board members had the opportunity to tour the facility last Friday. The 2011 bond projects (Adolphus Elementary, Polly Ryon Middle and George Ranch High School shell space) are currently under construction. The work at the natatorium in Rosenberg has been finished with a final billing process in progress. PBK Architects have been selected for the natatorium and Traylor Stadium, and VLK Architects have been selected for the new ag barn.

Ms. Zacharias reported that the Technology Committee met. A “Teaching through Technology” conference was held on August 7th and 128 educators from LCISD and other districts attended. Over 2,000 man hours of technology staff development was received by our teachers who were off contract. The technology group is doing an outstanding job.

Ms. Mendoza informed the Board that she has been accepted as a member of the 2013 Leadership TASB class.

7. SUPERINTENDENT REPORTS

□ **Introductions**

Dr. Bowen introduced new staff members to the district:

Creighton Jaster, assistant principal, Lamar High School
Sean Riley, assistant principal, Terry High School
Judy Smith, director, Student Support Services
Brooke Vyoral, assistant principal, Foster High School
William Waddill, principal, Huggins Elementary

- ❑ **Meetings and Events**
- ❑ **Information for Immediate Attention**

Dr. Randle informed the Board that within the last year the district lost three former board members: Mason Briscoe, Dan Krenek and David Nevotti. A book has been placed in the district libraries in honor of their memory.

Dr. Randle thanked Mr. Hakimzadeh, Ms. Mendoza and Ms. Zacharias for attending the new teacher induction this morning.

8. PUBLIC HEARING – PROPOSED APPLICATION FOR OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM

At 7:15 p.m. President Richard opened the public hearing on the proposed Application for Optional Flexible School Day Program. Mr. Brian Moore, Director of Research and Accountability, presented information on the program. There being no discussion the hearing closed at 7:18 p.m.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1—9. A-3, 9. B-2—9. B-17, 9. C-1—9. C-2, and 9. D-1

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of the 2012 – 2013 Memorandum of Understanding for the Operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program

approved the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School in Rosenberg during the 2012–2013 school year. (See inserted pages 8-A—8-J.)

9. A-2 Approval of the 2012—2013 Agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend Juvenile Detention Center

approved the Memorandum of Understanding (MOU) for education services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2012—2013 school year. (See inserted pages 8-K—8-Q.)

9. A-3 Approval of Renewal of an Optional Flexible School Day Program

approved a continuation of the Optional Flexible School Day Program (OFSDP) that has been piloted jointly between Lamar Consolidated High School and 1621 Place. (See inserted pages 8-R—8-CC.)

Minutes of the Regular Board Meeting of August 16, 2012 – page 9

9. B GOAL: PLANNING

9. B-2 Consider Adoption of 2012 - 2013 Budgets

adopted the 2012 – 2013 General Operating, Food Service, and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$183,734,523.*
Food Service Fund	\$ 12,667,500.
Debt Service Fund	\$ 41,892,178.

*Amount subject to change as final calculations are ongoing.

9. B-3 Consider Adoption, by Ordinance, the 2012 Tax Rate for the 2012—2013 School Year

adopted by ordinance, the 2012 tax rate. (See inserted page 9-A.)

9. B-4 Approval of 2012 Tax Year Appraisal Roll and New Property Value

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

2012 Tax Year Value of New Property
2012 Tax Year Certified Appraisal Roll Totals

(See inserted pages 9-B—9-E.)

9. B-5 Approval of the Certification of 2012 Tax Year Anticipated Collection Rate

approved the anticipated tax collection rate of 100% for the 2012 tax year. (See inserted page 9-F.)

9. B-6 Approval of Resolution for Commitment of Fund Balance as of August 31, 2012

approved a resolution for the Commitment of Fund Balance established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 9-G.)

9. B-7 Approval of 2012 – 2013 Salary Schedules

approved the 2012—2013 salary schedules as presented.

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

ratified the financial and investment reports as presented.

9. B-9 Approval of Budget Amendment Requests

approved budget amendment requests. (See inserted page 9-H.)

9. B-10 **Approval of Board Policies**

- a. CDA (LOCAL) Other Revenues: Investments**
- b. GKD (LOCAL) Community Relations: Non-School Use of School Facilities**
- c. GKDA(LOCAL) Community Relations: Non-School Use of School Facilities**

approved the following policies: CDA(LOCAL) Other Revenues: Investments, GKD(LOCAL) Community Relations: Non-School Use of School Facilities, and GKDA(LOCAL) Community Relations: Non-School Use of School Facilities. (See inserted pages 10-A—10-BB.)

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

authorized Jill Ludwig, Walter Bevers, and Laura Lyons to act as Superintendent designees for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment (TEASE).

9. B-12 **Approval of Nomination of Candidate for Position on the Texas Association of School Boards (TASB) Board of Directors**

No action taken.

9. B-13 **Approval of Resolutions proclaiming**

- a. Hispanic Heritage Month**

approved the attached resolution proclaiming September 15—October 15, 2012 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District. (See inserted page 10-CC.)

9. B-14 **Approval of Interlocal Agreement with Region 4 Education Service Center**

approved an interlocal agreement with Region 4 Educational Service Center for facilities maintenance and operation administrative management services. (See inserted pages 10-DD—10-II.)

9. B-15 **Approval of Architect Contract for the Traylor Stadium Renovations**

approved PBK Architects for the renovations to Traylor Stadium and allow the superintendent to begin contract negotiations.

9. B-16 **Approval of Procurement Method for the Traylor Stadium Renovations and the Agricultural Facility Renovations**

authorized the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria for the renovations to Traylor Stadium and the district agriculture facility.

9. B-17 **Approval of Professional Surveying Services**

approved Charlie Kalkomey Surveying, Inc. for professional surveying services (land survey) for the existing agricultural facility, not to exceed the amount of \$9,500.

9. C **GOAL: PERSONNEL**

9. C-1 **Approval of Appraisal Calendars for Professional Development Appraisal System (PDAS) for the 2012—2013 School Year**

approved the appraisal calendars for the 2012—2013 school year as presented.

9. C-2 **Approval of New PDAS Appraisers for the Teaching Staff, 2012—2013 School Year**

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

9. D **GOAL: TECHNOLOGY**

9. D-1 **Approval of Waterford Software Purchase**

approved the purchase of the upgrade and additional license for Waterford Early Reading, Math and Science, from NCS Pearson in the amount of \$211,990.

9. B **GOAL: PLANNING**

9. B-1 **Consider Resolution Adopting Guidelines for Citizen Proposals and Comment in Redistricting Process**

Mr. Hakimzadeh: *“Mr. President, The precedence of the Lamar CISD Board of Directors is long standing in regards to redistricting. This Board has an established practice of creating a redistricting committee that includes a cross section of individuals from the public to equally represent each of our seven districts. This process has been essential in the Board’s efforts to involve the public in these deliberations and has successfully defrayed any ill-will or backlash toward the Board members and/or the District that could have resulted from the final determinations. The fact that we have a Trustee on this Board that served on the most recent redistricting committee demonstrates the value of this process. He was appointed to the redistricting committee that shaped the districts as they currently exist and was subsequently elected to serve on the Board by the residents affected by those decisions. The process obviously works. There is no basis to change it.*

The Board is being advised from our attorney that district boundaries must be re-drawn in order to maintain continuity with the changes in population our district has experienced over the last decade. Our individual districts have become very disproportionate in terms of the people we each serve and we are being advised by our attorney that drastic modifications are needed to accommodate this fluctuation in population. He has informed us that census blocks were divided under the advisement of the last redistricting committee. He has encouraged the re-evaluation of

those divisions and has indicated that we will more than likely be compelled to make those census blocks whole again. He has told us that the number of minority districts currently represented by this Board is projected to be reduced from three districts to just two. These are major modifications that will directly affect the minority population in our school district. The decision to not form a redistricting committee effectively removes these individuals from the process. This is not only negligent, but borders on a deliberate act of exclusion, be it actual or perceived. I am deeply concerned this Board is at risk of creating the foundation of a discrimination lawsuit if we do not continue in the practice of forming a redistricting committee that includes equal participation from all segments of the public representing each of the seven districts. We must continue with this precedence and allow the voice of the minority to be heard. It has not only shown to be beneficial in the past, but it is our own best business practice to do so.

I remind you the single solitary purpose of the redistricting committee is to objectively evaluate our boundaries and advise this Board of those findings. This process allows us as Board members to base our decision on a thoroughly developed opinion that has been fostered from the larger public. As Board members we must equally represent every community we serve and the formation of a redistricting committee has been this school district's long established means to that end. We cannot ignore the racial and class warfare implication of not forming this committee and following through with our past practices.

Therefore, I move that we immediately begin the process of forming a redistricting committee that is consistent with the procedure that has been successfully used in the past.

This is a motion that I am asking each fellow Board member to support so we can best serve our constituents and develop a position of a finding that is above reproach.

Thank you.”

Mr. Hakimzadeh moved that the Board amend the guidelines to create a redistricting committee. The motion failed for lack of a second.

It was moved by Mr. Hopkins and seconded by Ms. Mendoza that the Board of Trustees approve a resolution adopting guidelines to be followed by persons submitting redistricting proposals and comments in connection with the 2012 redistricting process.

It was moved by Mr. Hakimzadeh to table this item until the guidelines can be amended in order to form a redistricting committee. Due to the lack of a second, this motion failed.

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

Voting in opposition: Mr. Hakimzadeh

The motion passed. (See inserted pages 12-A—12-D.)

10. INFORMATION ITEMS

10. A GOAL: PLANNING

10. A-1 Tax Collection Report

10. A-2 Payments for Construction Projects

10. A-3 Region 4 Maintenance and Operations Update

10. A-4 Bond Update

10. A-5 Advise Texas Program

10. A-6 New District Logo

10. B GOAL: INSTRUCTIONAL

10. B-1 Adequate Yearly Progress Report

Mr. Hopkins and Dr. Randle gave praise to the district's teachers, staff and students who were responsible for meeting the goals of AYP.

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

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

The Board did not convene in Closed Session.

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Policies and procedures are to be reviewed in July of each year. Policies were reviewed on April 12, 2011 and changes were made. The attorney will review policy and procedures and will bring information back to the next meeting as a discussion item.

ADJOURNMENT

The meeting adjourned at 7:37 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary to the Board of Trustees

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Seguin Early Childhood Center is requesting an amendment to increase the campus office budget. The original budget was based on the October 2011 snapshot. Due to the actual number of students attending the campus and student growth, additional funds were distributed and need to be reassigned to this functional area.

199-11	Classroom Instruction	(3,000.00)
199-23	School Leadership	3,000.00

Foster High School is requesting a budget change to pay for employee and student travel to National High School Journalism convention.

199-11	Classroom Instruction	(1,958.00)
199-36	Co-curricular/Extra-curricular Activities	1,958.00

George Ranch High School is requesting a budget change to purchase supplies for the school clinic.

199-11	Classroom Instruction	(1,000.00)
199-33	Health Services	1,000.00

Fort Bend Alternative Center is requesting a budget change to pay wireless internet charges. Per TEA Financial Accountability System Resource Guide, utility expenditures for the entire school district should be coded to function 51.

199-11	Classroom Instruction	(1,100.00)
199-51	Plant Maintenance & Operations	1,100.00

The CATE department is requesting an amendment to amend the budget for the purchase of a truck for the Terry High School Agriscience classes. The budget for capital outlay was part of the planned, strategic drawdown of fund balance.

199-36	Cocurricular/Extracurricular Activities	35,350.00
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The State and Federal Programs department is requesting a budget change to pay for wireless phone services for homebound teacher laptops. Per TEA Financial Accountability System Resource Guide, utility expenditures for the entire school district should be coded to function 51.

199-11	Classroom Instruction	(5,280.00)
199-13	Curriculum and Instr. Staff Development	(2,500.00)
199-21	Instructional Leadership	(2,000.00)
199-51	Plant Maintenance & Operations	9,780.00

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

199-21	Instructional Leadership	(520.00)
199-51	Plant Maintenance & Operations	520.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

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

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF OCTOBER 2012 DISBURSEMENTS

IMPACT/RATIONALE:

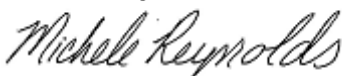
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of October total \$19,435,623 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,621,100
614	Employee Benefits	378,416
621	Professional Services	80,912
623	Education Services Center	37,999
624	Contracted Maintenance and Repair Services	497,319
625	Utilities	115,181
626	Rentals and Operating Leases	144,985
629	Miscellaneous Contracted Services	398,383
631	Supplies and Materials for Maintenance and Operations	267,732
632	Textbooks and Other Reading Materials	105,128
633	Testing Materials	19,854
634	Food Service	587,845
639	General Supplies and Materials	486,159
641	Travel and Subsistence -- Employee and Student	46,046
642	Insurance and Bonding Costs	651,738
649	Miscellaneous Operating Costs/Fees and Dues	708,187
662	Building Purchase, Construction, and/or Improvements	2,937,176
663	Furniture & Equipment - \$5,000 or more per unit cost	295,842
129	Misc. Receivable/Alternative Certification Fees	2,221
131	Inventory Purchases	49,208
211	Prior Year Accounts Payable	2,429
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,763
	Total	19,435,623

PROGRAM DESCRIPTION:

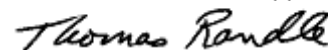
The report above represents all expenditures made during the month of October 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF OCTOBER 31, 2012**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	108,954,737.00	791,839.00	(108,162,898.00)	0.7%
5800-STATE PROGRAM REVENUES	72,193,252.00	44,311,525.00	(27,881,727.00)	61.4%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	16,667.00	(2,053,333.00)	0.8%
TOTAL- REVENUES	183,217,989.00	45,120,031.00	(138,097,958.00)	24.6%
EXPENDITURES				
6100-PAYROLL COSTS	154,349,148.00	25,575,132.00	128,774,016.00	16.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,409,550.00	1,165,767.00	12,243,783.00	8.7%
6300-SUPPLIES AND MATERIALS	7,959,086.00	1,007,551.00	6,951,535.00	12.7%
6400-OTHER OPERATING EXPENDITURES	8,851,951.00	1,544,722.00	7,307,229.00	17.5%
6600-CAPITAL OUTLAY	807,657.00	102,575.00	705,082.00	0.0%
TOTAL-EXPENDITURES	185,377,392.00	29,395,747.00	155,981,645.00	15.9%

Lamar CISD
Local Investment Pools
as of October 31, 2012

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,044,021.14	0.00	750,000.00	228.82	1,294,249.96
General Account	59,338,010.85	18,355,041.00	18,526,447.34	7,715.67	59,174,320.18
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	289,544.93	3,213,411.84	775,000.00	394.91	2,728,351.68
Debt Service Series 2004	300,466.47	0.00	0.00	42.28	300,508.75
Workmen's Comp	767,243.16	63,035.50	80,000.00	109.51	750,388.17
Property Tax	269,083.01	266,782.56	0.00	56.54	535,922.11
Vending Contract Sponsor	474,563.98	0.00	0.00	66.77	474,630.75
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	23,025.98	0.00	0.00	3.19	23,029.17
Debt Service Series 2007	18,810.36	0.00	0.00	2.64	18,813.00
Capital Projects Series 2005	666,413.25	0.00	0.00	93.73	666,506.98
Student Activity Funds	56,177.72	0.00	0.00	7.90	56,185.62
Taylor Ray Donation Account	12,347.89	0.00	0.00	1.73	12,349.62
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,142.85	0.00	0.00	7.46	53,150.31
Debt Service Series 2008	692,449.19	0.00	0.00	97.40	692,546.59
Powell Point Series 2003	21,371.04	0.00	0.00	3.07	21,374.11
Capital Projects 2012A	22,015,301.75	0.00	0.00	3,097.82	22,018,399.57
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,011.48	0.00	0.00	0.64	5,012.12
Workers' Comp	719,502.52	0.00	0.00	91.64	719,594.36
Property Tax Fund	32,099.21	0.00	0.00	4.10	32,103.31
General Fund	2,593,015.38	0.00	0.00	329.89	2,593,345.07
Food Service Fund	90,320.56	0.00	0.00	11.53	90,332.09
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	(0.00)	0.00	0.00	0.00	0.00
Capital Project Series 1998	699.32	0.00	0.00	0.09	699.41
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,468.87	0.00	0.00	18.31	143,487.18
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.33	0.00	0.00	0.05	383.38
Capital Projects 2008	36,772.42	0.00	0.00	4.69	36,777.11
Capital Projects 2012A	22,015,899.94	0.00	0.00	2,810.05	22,018,709.99
MBIA Texas CLASS Fund					
General Account	15,300,507.98	0.00	0.00	2,760.61	15,303,268.59
Capital Project Series 1998	903.84	0.00	0.00	0.26	904.10
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 2008	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,014,433.39	0.00	0.00	1,987.33	11,016,420.72
TEXSTAR					
Capital Projects Series 2007	742.27	0.00	0.00	0.04	742.31
Debt Service Series 2008	3,005,744.94	0.00	0.00	445.62	3,006,190.56
Capital Projects Series 2008	9,476,777.70	0.00	275,040.63	1,383.35	9,203,120.42
Debt Service Series 2012A	6,004,836.85	0.00	0.00	890.18	6,005,727.03
Debt Service Series 2012B	4,765.79	0.00	0.00	0.66	4,766.45
Capital Projects Series 2012A	26,718,395.04	0.00	2,907,298.72	3,784.17	23,814,880.49
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,236,805.20	0.00	0.00	242.99	2,237,048.19
Capital Projects Series 2008	140.44	0.00	0.00	0.02	140.46
Capital Projects Series 2012A	16,510,421.11	0.00	0.00	1,793.59	16,512,214.70

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.17	\$11,929.44
LONE STAR ACCOUNT INTEREST	0.15	\$3,270.99
MBIA TEXAS CLASS ACCOUNT INTEREST	0.21	\$4,748.20
TEXSTAR ACCOUNT INTEREST	0.17	\$6,504.02
TEXAS TERM/DAILY ACCOUNT INTEREST	0.13	\$2,036.60
TOTAL CURRENT MONTH EARNINGS		\$28,489.25
EARNINGS 9-01-12 THRU 9-30-12		\$25,811.93
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$54,301.18

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:

Austin PTO donated \$3,381.96 to be used towards mounting three promethean boards with speakers at Austin Elementary School.

Williams PTO donated \$9,087 to be used to overlay/resurface the track and repaint five lanes on oval track with asphalt to cover large holes at Williams Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**RESOLUTION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT ADOPTING A REDISTRICTING PLAN FOR TRUSTEE DISTRICTS**

RECOMMENDATION:

That the Board of Trustees approve a resolution (attached) adopting a final redistricting map for trustee election districts, directing legal counsel to seek preclearance from the U.S. Department of Justice, and exercising the option to allow trustees to remain in office to serve the remainder of their terms after redistricting.

IMPACT/RATIONALE:

Federal and state laws require the District to redraw boundaries for trustee election districts to address population shifts that cause population imbalances amongst election districts and to ensure equal representation amongst single member districts. The Board has considered proposed redistricting map(s) during public meetings held on October 30, November 13, and November 15, 2012. As part of the redistricting process, the District has provided information to the public about the proposed redistricting process through the District's website and has held public forums on October 11 and 23, 2012 to receive community input. The District has also actively cooperated with, and solicited input from, representatives of minority interest groups. Through these collective efforts, the Board has had the opportunity to consider alternative redistricting maps and is prepared to adopt a final redistricting map to be submitted to the U.S. Department of Justice for its consideration.

RESOLUTION DESCRIPTION:

Adoption of the proposed resolution will memorialize the Board's adoption of a final redistricting plan and will direct the Board's legal counsel to seek preclearance of the plan from the U.S. Department of Justice in accordance with Section 5 of the Voting Rights Act. Adoption of the resolution will also permit the Board to exercise the option of allowing trustees to remain in office, as permitted by Texas law, to serve the remainder of their terms.

Submitted by: Richard Morris, Board Counsel

Recommended for approval:



Dr. Thomas Randle
Superintendent

BOARD RESOLUTION §
 §
THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

A RESOLUTION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ADOPTING A REDISTRICTING PLAN FOR TRUSTEE DISTRICTS

WHEREAS, the Lamar Consolidated Independent School District’s (the District) election system consists of seven (7) single-member trustee districts;

WHEREAS, Texas Education Code section 11.052(i) provides that the District must reevaluate its single-member trustee districts following the availability of the most current United States Decennial Census;

WHEREAS, the Fourteenth and Fifteenth Amendments to the United States Constitution, and Texas Education Code section 11.052(i) require the District to revise the boundaries of its single-member trustee districts to make them as nearly as practicable of equal population if, based on the current Decennial Census data, the total population residing in Lamar Consolidated Independent School District’s most populous single-member district exceeds the total population residing in its least populous single-member district by a deviation of ten (10) percent or more;

WHEREAS, review of Decennial Census data indicates that a population imbalance exists amongst the Lamar Consolidated Independent School District’s single-member trustee districts requiring redistricting of the trustee districts;

WHEREAS, the Board of Trustees adopted redistricting criteria to guide the development of sample alternative redistricting plans;

WHEREAS, the Board of Trustees has considered alternative plans prepared by the District’s demographer for the redistricting of trustee districts;

WHEREAS, the Board of Trustees conducted public meetings on October 30, November 13, and November 15, 2012 to consider proposed redistricting maps, and the District held public forums on October 11 and October 23, 2012 at which public input was solicited;

WHEREAS, District representatives have worked cooperatively with, and solicited input from, representatives of the minority community, including representatives

of the Fort Bend County Council of the League of United Latin American Citizens (LULAC);

WHEREAS, the Board of Trustees finds that the trustee district plan, attached as Exhibit A, is in the best interest of the citizens of the District, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements, including requirements for preclearance under Section 5 of the federal Voting Rights Act;

WHEREAS, local representatives of LULAC have publicly endorsed the plan;

WHEREAS, Texas Education Code section 11.052(h) otherwise requires that all trustee positions of an independent school district be elected in the first election following a redistricting, but Texas Education Code section 11.053(a) permits the board of trustees of an independent school district to serve for the remainder of their terms when a redistricting plan is adopted; and

WHEREAS, the Board of Trustees finds it will be in the best interest of the District if the trustees now in office continue to serve until their current terms expire, and the Board has authority under section 11.053 of the Texas Education Code to so provide.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF TRUSTEES OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

A. That the existing trustee district boundary lines for the Lamar Consolidated Independent School District are hereby amended, and the redistricting plan depicted on the map attached hereto as Exhibit A is hereby adopted and designated to define the District's seven (7) trustee districts from and after the effective date of this Resolution; that Exhibit A is incorporated by reference herein and made a part of this Resolution, and shall be kept on file with the Board Secretary; and, further, that the District's legal counsel is hereby authorized and directed to submit the adopted plan to the United States Department of Justice for preclearance under Section 5 of the Voting Rights Act.

B. That this Resolution shall take and be given effect immediately upon preclearance under Section 5 of the Voting Rights Act; and that thereafter all Lamar Consolidated Independent School District Board of Trustee elections shall be held under and in accordance with the trustee redistricting plan here adopted by the Board of Trustees and precleared by the Department of Justice, until such time as a subsequent lawfully enacted redistricting plan shall be adopted to replace this plan and has been precleared under Section 5 of the Voting Rights Act or its replacement statute, as applicable.

C. Pursuant to section 11.053(a) of the Texas Education Code, the trustees currently in office shall serve out the remainder of their respective terms.

PASSED AND APPROVED by the Board of Trustees of the Lamar Consolidated Independent School District this ___ day of November 2012.

**LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES**

By: _____
Michael Richard
President of the Board of Trustees

ATTEST:

Julie Thompson
Secretary of the Board of Trustees

DRAFT

CONSIDER APPROVAL OF TRASH SERVICE – OUTSIDE CITY LIMITS

RECOMMENDATION:

That the Board of Trustees approve Republic Services, Inc. for trash service – outside city limits.

IMPACT/RATIONALE:

Competitive Sealed Proposal #36-2012 requested prices for an annual contract for trash pickup for those district locations outside the city limits.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation of each contractor and final decision included a 13-point weighted evaluation system pre-established in the bid, as well as consideration of the overall cost to the district for these services.

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree, and terms and conditions remain the same, with the exception of any documented increases in labor, material, or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement will commence on December 1, 2012.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer
 Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
 CSP No. 36-2012
 Trash Service - Outside Cty Limits
 November 15, 2012

PROPOSAL PRICE SHEET:	Republic Services*	Ft. Bend Garbage	Waste Management*	Progressive Waste Solutions*	WCA of Texas
Locations					
Ag Barn	2,172.00	4,144.00	6,343.32	2,143.13	2,822.40
Austin	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
Briscoe	6,528.00	12,717.00	13,836.24	6,430.05	8,467.20
Campbell	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
Dickinson	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
Foster	9,792.00	19,683.00	20,753.88	9,645.08	12,700.92
Frost	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
George Ranch	11,064.00	19,683.00	20,753.88	9,645.08	12,700.92
Hubenak	4,356.00	8,748.00	9,980.40	4,286.70	5,644.80
Hutchinson	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
McNeil	4,356.00	8,748.00	9,980.40	4,286.70	5,644.80
Reading	7,380.00	12,717.00	13,836.24	6,430.05	8,467.20
Thomas	4,356.00	8,748.00	9,980.40	4,286.70	5,644.80
Wertheimer	4,356.00	8,748.00	9,980.40	4,286.70	5,644.80
Williams	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
Velasquez	4,356.00	8,748.00	12,686.52	4,286.70	5,644.80
Total	84,852.00	165,172.00	204,250.80	81,447.09	107,251.44

* Certificate of Liability provided

PROPOSAL EVALUATION SYSTEM:

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.

	Total Allowed	Republic Services	Ft. Bend Garbage	Waste Management	Progressive Waste Solutions	WCA of Texas
The amount of the base proposal.	12	10.7	7.0	5.7	12.0	8.7
The amounts of the values in the additional pricing submittal.	10	0.0	0.0	0.0	0.0	0.0
The sufficiency of the Contractors total resources.	9	9.0	7.3	8.0	8.0	8.0
The probability that the Contractor can perform in accordance with proposal documents.	9	9.0	8.7	8.7	8.7	8.7
The responsibility and reputation of the Contractor.	9	9.0	7.7	9.0	8.0	8.7
Guaranteed maximum response time.	8	8.0	8.0	8.0	8.0	8.0
The likelihood that the Contractor will perform without delay or interference.	8	7.7	6.0	7.3	7.0	7.0
The quality and availability of the Contractor's personnel and services.	8	8.0	7.7	8.0	8.0	8.0
The quality of the Contractor's performance on previous projects.	7	6.7	5.0	5.3	5.3	5.3
The contractor's previous compliance with laws affecting the project.	5	5.0	5.0	5.0	5.0	5.0
The number and scope of conditions, if any, attached to the proposal by the Contractor.	5	3.3	3.3	3.3	3.3	3.3
Safety record of Contractor according to the OSHA inspection logs for the last three years, a loss analysis by the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5	3.3	3.3	3.3	3.3	3.3
Previous satisfactory experience with Lamar CISD.	5	5.0	3.7	5.0	0.0	5.0
TOTAL	100	84.7	72.7	76.7	76.7	79.0

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.

CONSIDER APPROVAL FOR PEST CONTROL SERVICES

RECOMMENDATION:

That the Board of Trustees approve Gillen Pest Control, Inc. to deliver pest control services to all district locations.

IMPACT/RATIONALE:

CSP #37-2012 requested prices for pest control services for all district schools and various locations. The awarded pest control service must follow all laws, rules, and statutes set by the Department of Structural Pest Control Services in conjunction with the State of Texas Department of Agriculture which includes Integrated Pest Management procedures and practices.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement will commence on December 1, 2012.

Submitted by: Audrey L. Fox, Purchasing Manager
Jill Ludwig, Chief Financial Officer
Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
CSP No. 37-2012
Pest Control Services
November 15, 2012

Location	Ecolab, Inc.	Gillen Pest Control, Inc.	Orkin LLC	Right Now Termite & Pest Control
Foster High School	108.00	100.00	285.00	100.00
Foster HS Field House	included	25.00	85.00	20.00
Foster Stadium Concessions/RR/Press Box/Storage Building	included	25.00	65.00	20.00
Lamar Consolidated High School	108.00	100.00	285.00	95.00
Lamar CHS Field House	included	25.00	85.00	25.00
Lamar CHS BB Concessions	included	25.00	65.00	20.00
Terry High School	108.00	100.00	285.00	95.00
Terry HS Field House	included	25.00	85.00	25.00
Terry HS Concessions/RR/Press Box/Storage Building	included	25.00	65.00	23.00
George Ranch High School	108.00	100.00	285.00	100.00
George Ranch High School Field Houst/Concession Stand, Press Boxes, Storage Building	included	50.00	150.00	25.00
Briscoe Junior High School	108.00	78.00	210.00	60.00
Lamar Junior High School	108.00	78.00	210.00	75.00
George Junior High School	108.00	78.00	210.00	70.00
Reading Junior High School	108.00	78.00	210.00	70.00
Navarro Middle School	84.00	45.00	157.00	45.00
Wertheimer Middle School	84.00	45.00	157.00	45.00
Wessendorff Middle School	84.00	45.00	157.00	45.00
Austin Elementary School	66.00	45.00	138.00	45.00
Beasley Elementary School	66.00	45.00	138.00	45.00
Bowie Elementary School	66.00	45.00	138.00	43.00
Campbell Elementary School	66.00	45.00	138.00	43.00
Dickinson Elementary School	66.00	45.00	138.00	40.00
Frost Elementary School	66.00	45.00	138.00	43.00
Hubenak Elementary School	66.00	45.00	138.00	50.00
Huggins Elementary School	66.00	45.00	138.00	43.00
Hutchison Elementary School	66.00	45.00	138.00	40.00
Jackson Elementary School	66.00	45.00	138.00	40.00
Long Elementary School	66.00	45.00	138.00	40.00
McNeill Elementary School	66.00	45.00	138.00	40.00
Meyer Elementary School	66.00	45.00	138.00	40.00
Pink Elementary School	66.00	45.00	138.00	40.00
Ray Elementary School	66.00	45.00	138.00	40.00
Sequin Elementary School	66.00	45.00	138.00	40.00
Smith Elementary School	66.00	45.00	138.00	40.00
Thomas Elementary School	66.00	45.00	No Bid	45.00
Travis Elementary School	66.00	45.00	138.00	40.00
Velasquez Elementary School	66.00	45.00	138.00	40.00
Williams Elementary School	66.00	45.00	138.00	45.00
Alternative Learning Center	66.00	25.00	138.00	30.00
Special Needs Center	66.00	35.00	138.00	32.00
Lamar CISD 1621	66.00	25.00	45.00	25.00
Lamar CISD Athletic Administration	66.00	20.00	45.00	20.00
Lamar CISD Administration Annex	66.00	35.00	45.00	30.00
Lamar CISD Administration Building	66.00	35.00	45.00	30.00
Lamar CISD Ag Barn	66.00	25.00	45.00	30.00
Lamar CISD Band Road - Distribution	66.00	25.00	45.00	25.00
Lamar CISD Development Center	66.00	25.00	45.00	25.00
Lamar CISD Distribution Center	66.00	25.00	45.00	25.00
Lamar CISD Laundry Center	66.00	25.00	45.00	22.00
Lamar CISD Maintenance	66.00	25.00	45.00	22.00
Lamar CISD Natatorium	66.00	25.00	No Bid	25.00
Lamar CISD Powell Point	66.00	45.00	45.00	30.00
Lamar CISD Satellite Transportation	66.00	35.00	45.00	30.00
Lamar CISD Technical Center	84.00	25.00	45.00	20.00
Lamar CISD Transportation	84.00	25.00	45.00	22.00
Traylor Stadium - Concessions/RR/Press Box/Ticket Booths	108.00	25.00	45.00	25.00
Lamar CISD Jane Long Gym	66.00	20.00	45.00	included
Total Basic Monthly Service Cost	\$3,834.00	\$2,517.00	\$6,807.00	\$2,308.00
Total Basic Service Cost/ 1 Year	\$46,008.00	\$30,204.00	\$81,684.00	\$27,696.00
COST FOR ADDITIONAL TREATMENT				
Bees	\$95.00	\$125.00	\$90/hr - 2 hr min.	\$120.00
Ants	\$95.00	\$10.00 + \$.05/sq ft	\$85/hr - 1 hr min.	\$13/sq ft
Termites - exterior per linear foot	\$5.90	\$2.00	\$2.50	\$3.00
Termites - interior per linear foot	\$5.90	\$10.00	\$2.50	\$3.00

PROPOSAL 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.

		Ecolab, Inc.	Gillen Pest Control, Inc.	Orkin LLC	Right Now Termite & Pest Control
13 PTS	The amount of the base proposal.	8.3	11.3	6.7	13.0
12 PTS	The Contractor's Standard Treatment program for the district.	12.0	12.0	12.0	12.0
9 PTS	The sufficiency of the Contractor's total resources.	9.0	9.0	9.0	9.0
8 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	8.0	8.0	8.0	8.0
8 PTS	The responsibility and reputation of the Contractor.	7.7	7.7	7.7	7.0
8 PTS	Guaranteed maximum response time.	8.0	8.0	8.0	8.0
6 PTS	The likelihood that the Contractor will perform without delay or inferences.	5.7	6.0	5.7	5.7
6 PTS	The quality and availability of the Contractor's personnel and services.	5.0	6.0	5.0	5.0
5 PTS	The Contractor's previous compliance with laws affecting the project.	4.0	5.0	4.0	4.0
5 PTS	The amount of values in the additional pricing submittals.	3.7	5.0	4.0	4.7
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 PTS	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 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities.	4.3	4.7	4.3	4.3
5 PTS	Previous satisfactory experience with Public Schools in the Region IV Education Service Area.	3.3	4.7	4.7	4.7
100 PTS	TOTAL to Contractor	89.0	97.3	89.0	95.3

CONSIDER APPROVAL OF NEW NATATORIUM MASTER PLAN

RECOMMENDATION:

That the Board of Trustees approve the Natatorium master plan as presented by PBK Architects.

IMPACT/RATIONALE:


The 2011 Bond referendum included a new District Natatorium. In conjunction with the construction of this Natatorium, the Board Facilities Committee asked administration to develop a 5 year Natatorium Facilities plan. This plan calls for the Lamar Consolidated High School baseball field to be relocated, along with other improvements. The additional funds for this plan will come from the 2006 Bond Available Funds.

PROGRAM DESCRIPTION:

Upon approval, PBK Architects, Inc. will begin the design process with the new District Competition Natatorium located on the Lamar Consolidated High School Site.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF IMPACT AND CONNECTION FEES TO FORT BEND
COUNTY MUNICIPAL UTILITY DISTRICT NO. 146**

RECOMMENDATION:

That the Board of trustees approve the impact and connection fees to Fort Bend County Municipal Utility District No. 146 (MUD #146) in the amount of \$397,536.11 for the new Judge James C. Adolphus Elementary School.

IMPACT/RATIONALE:

At the Regular Board Meeting on August 16, 2012 the Board approved the contract with Fort Bend County MUD #146. This contract will provide water and wastewater to the New Judge James C. Adolphus Elementary School (Elem. #22). Lamar CISD purchased this property in April 2010 and the MUD No. 146 reserved capacity for the proposed new elementary school. Lamar CISD will pay a pro rata share of the water, wastewater, detention facilities, and tap fees in the amount of \$397,536.11.

PROGRAM DESCRIPTION:

This amount includes all tap fees and the pro rata share of the wastewater and water treatment facilities in the Long Meadow Farms Subdivision for the new Judge James C. Adolphus Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

432,936.11



September 28, 2012

PBK
11 Greenway Plaza, Suite 2210
Houston, TX 77046

Attn: Mr. Dustin A. Hannah, P.E.
PBK Civil Group

Re: LCISD New Elementary School No. 22 Plan Review
CI Job No. 2001-056-174

Dear Mr. Hannah:

We have reviewed the above referenced plans on behalf of Fort Bend County MUD No. 146 (FBCMUD No. 146). There is sufficient capacity for the requested 21,685 GPD for water and 8,100 GPD for sanitary sewer. Please note for the purposes of converting this use to equivalent single-family connections we are using 315 gpd for wastewater flow and 455 gpd for water use.

<i>Wastewater</i>		<i>Water</i>	
<u>FLOW</u>	<u>EQUIV. S/F CONNECTIONS</u>	<u>FLOW</u>	<u>EQUIV. S/F CONNECTIONS</u>
8,100 gpd	26	21,685 gpd	48

We offer no objection to connecting to the District's System upon completing the following.

1. The applicant has paid the costs as a Non-Taxable User of \$357,136.11, a review fee of \$5,000.00 and Installation Costs. Contact Environmental Development Partners to determine the amount for the Installation Costs of the tap and meter as defined in the District's Rate Order.
2. Contact Allen Boone Humphries Robinson, the District Attorney, so that the Owner may enter into a Wastewater Services and Storm Water Quality Agreement with FBCMUD No. 146. This will need to be executed before connections will be allowed to the FBCMUD No. 146 facilities.

Mr. Dustin Hannah
September 28, 2012
Page 2



Sincerely,
Costello, Inc.
TBPE Firm No. 280

A handwritten signature in black ink, appearing to read 'DP Shepherd'.

DeKécha P. Shepherd, P.E.
Project Manager

cc: Ms. Lynne Humphries - Allen Boone Humphries Robinson LLP
Mr. Mike Ammel – Environmental Development Partners

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 146

17495 Village Green Drive
Houston, Texas 77040
832-467-1599
Fax 832-467-1610

October 15, 2012

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

Re: Water Service for the LCISD Elementary School No. 22 in Rosenberg, Texas

Dear Mr. McKeever,

We received the plans for the above referenced project approved by the District's Engineer. Based on the plans, we are providing you with costs associated with the water tap and meter installations to include one (1) 8 inch fire line tap and one (1) 3 inch domestic tap and meter, and one (1) 2 inch irrigation tap and meter, and one (1) Reduced Pressure Zone backflow prevention device ("RPZ"). Below are the fees of service for the tap and meter installations:

• All material, equipment and labor to install one (1) 3 inch domestic tap and meter.	\$ 14,850.00
• All material, equipment and labor to install one (1) 8 inch fire line tap.	\$ 7,850.00
• All material, equipment and labor to install one (1) 2 inch irrigation tap and meter.	\$ 1,775.00
<hr/>	
Tap Fee Subtotal	\$ 24,475.00

The following are fees associated with providing the minimum inspections required by the District's Rate Order. If additional inspections are requested or required, they will be billed at the rates described in the District's Rate Order.

• Customer Service Inspection	\$ 175.00
• Lot Pre-Inspection	\$ 50.00
• Sanitary Sewer Inspection	\$ 150.00
• Final Inspection	\$ 50.00
• Backflow Prevention Device Test	\$ 180.00
• Grease Trap Fee	\$ 85.00
• Engineer Review Fee	\$ 5,000.00
<hr/>	
Inspections Subtotal	\$ 5,690.00

The District requires a security deposit for the metered account.

• Water & Sewer Domestic Service Security Deposit	\$ 1,500.00
• Water Irrigation Service Security Deposit	\$ 500.00
• Application Fee	\$ 75.00
<hr/>	
Security Deposit and Application Fee Subtotal	\$ 2,075.00

The backflow prevention device will be provided and installed at cost stated below.

- One (1) 2 inch RPZ backflow preventer installed with enclosure. The user may, at its option, have a qualified contractor install these RPZ's. Per the districts rate order, subject to inspection by the district. \$ 3,160.00

Total Fees of Service with RPZ **\$35,400.00**

Total Fees of Service (not including RPZ) **\$32,240.00**

Please make payment to Fort Bend MUD 146 for the total amount of the fees of service for \$35,400.00. Payment should be sent to the address above with the completed applications for service and service agreement. These fees are subject to change if payment is not received within 45 days for the date of this letter.

Any repairs including but not limited to concrete, landscape, and fencing is not included in this cost and is the responsibility of the owner or contractor.

The District's Rate Order requires certain inspections be performed prior to providing permanent water and sewer service. The inspections include; (1) a preconstruction inspection to verify the condition of District owned facilities in the vicinity of the site, (2) a sewer inspection(s) to include the inspection of the sanitary sewer piping and all appurtenances and fittings from the building foundation to the point of connection into the District's sewer system, (3) a Customer Service Inspection to include the inspection of all plumbing fixtures to determine cross connection control is adequate, and (4) a final construction inspection to confirm the condition of District owned facilities following completion of construction. Any additional inspections will be billed to the account.

Please note that the new six inch sanitary line tie must be made at the existing sanitary sewer line location. All existing sewer lines must be removed.

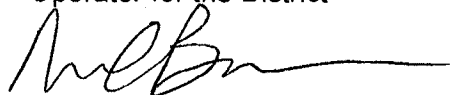
In accordance with the District's Rate Order, the installation of the water and/or sewer taps and the inspections required by the District cannot be performed until the tap and inspection fees have been paid, all conditions of the capacity commitment letter have been met, the construction plans for the property have been approved by the District's Engineer and the following documents requested by the District's Operator have been received.

1. Completed Application for Water and Sewer Service.
2. Completed Customer Service Agreement.

Please feel free to contact me at the number above should there be any questions regarding this matter.

Sincerely,

Mike Brewer
Environmental Development Partners, L.L.C.
Operator for the District



Fort Bend County Municipal Utility District No. 146

17495 Village Green Dr
Houston, Texas 77040
832-467-1599 office
832-467-1610 fax

APPLICATION FOR COMMERCIAL UTILITY SERVICE

DATE: _____

ADDRESS FOR SERVICE REQUEST	STREET ADDRESS			CITY	
				ZIP	
NAME OF ESTABLISHMENT				TELEPHONE	
DATE TO BEGIN WATER SERVICE					
TYPE OF ESTABLISHMENT					
BILLING ADDRESS	INDICATE IF SAME AS ABOVE				
CREDIT REFERENCE	COMPANY		ADDRESS		
	TELEPHONE				
PREVIOUS ADDRESS					
DRIVERS LICENSE	ST	NUMBER		2 inch Irrigation Tap & Meters \$1,775.00	
FEES (FOR DISTRICT USE ONLY)		Deposit \$500.00	Application \$25.00	Total Due \$2,300.00	Fees Paid Date:

IS IRRIGATION SYSTEM INSTALLED? _____
GREASE TRAP/PRETREATMENT? _____

- APPLICANT MUST SUBMIT FULL PAYMENT FOR ALL FEES AND DEPOSIT WITH APPLICATION.

APPLICANT'S FAILURE TO ADHERE TO ALL REQUIREMENTS CONTAINED IN THE DISTRICT'S RATE ORDER MAY RESULT IN FINES, PENALTIES AND A DELAY OR DENIAL OF SERVICE. A COPY OF THE DISTRICT'S RATE ORDER IS AVAILABLE UPON REQUEST.

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

Fort Bend County Municipal Utility District No. 146

17495 Village Green Dr
Houston, Texas 77040
832-467-1599 office
832-467-1610 fax

APPLICATION FOR COMMERCIAL UTILITY SERVICE

DATE: _____

ADDRESS FOR SERVICE REQUEST	STREET ADDRESS				CITY	
					ZIP	
NAME OF ESTABLISHMENT				TELEPHONE		
DATE TO BEGIN WATER SERVICE						
TYPE OF ESTABLISHMENT						
BILLING ADDRESS	INDICATE IF SAME AS ABOVE					
CREDIT REFERENCE	COMPANY			ADDRESS		
	TELEPHONE					
PREVIOUS ADDRESS						
DRIVERS LICENSE	ST	NUMBER		3 inch Domestic Tap & Meters \$14,850.00		
FEES (FOR DISTRICT USE ONLY)	Inspections:	DEPOSIT	APP. FEE	2 inch RPZ (optional)	Total Due	Fees Paid Date:
	\$5,690.00	\$1,500.00	\$25.00	\$3,160.00	\$25,225.00	

IS IRRIGATION SYSTEM INSTALLED? _____
GREASE TRAP/PRETREATMENT? _____

- APPLICANT MUST SUBMIT FULL PAYMENT FOR ALL FEES AND DEPOSIT WITH APPLICATION.

APPLICANT'S FAILURE TO ADHERE TO ALL REQUIREMENTS CONTAINED IN THE DISTRICT'S RATE ORDER MAY RESULT IN FINES, PENALTIES AND A DELAY OR DENIAL OF SERVICE. A COPY OF THE DISTRICTS RATE ORDER IS AVAILABLE UPON REQUEST.

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

Fort Bend County Municipal Utility District No. 146

17495 Village Green Dr
Houston, Texas 77040
832-467-1599 office
832-467-1610 fax

APPLICATION FOR COMMERCIAL UTILITY SERVICE

DATE: _____

ADDRESS FOR SERVICE REQUEST	STREET ADDRESS				CITY	
					ZIP	
NAME OF ESTABLISHMENT				TELEPHONE		
DATE TO BEGIN WATER SERVICE						
TYPE OF ESTABLISHMENT						
BILLING ADDRESS	INDICATE IF SAME AS ABOVE					
CREDIT REFERENCE	COMPANY			ADDRESS		
	TELEPHONE					
PREVIOUS ADDRESS						
DRIVERS LICENSE	ST	NUMBER			8 inch Fire Tap & Meters	
					\$7,850.00	
FEES (FOR DISTRICT USE ONLY)				Application	Total Due	Fees Paid Date:
				\$25.00	\$7,875.00	

IS IRRIGATION SYSTEM INSTALLED? _____
GREASE TRAP/PRETREATMENT? _____

- APPLICANT MUST SUBMIT FULL PAYMENT FOR ALL FEES AND DEPOSIT WITH APPLICATION.

APPLICANT'S FAILURE TO ADHERE TO ALL REQUIREMENTS CONTAINED IN THE DISTRICT'S RATE ORDER MAY RESULT IN FINES, PENALTIES AND A DELAY OR DENIAL OF SERVICE. A COPY OF THE DISTRICTS RATE ORDER IS AVAILABLE UPON REQUEST.

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

**CONSIDER APPROVAL OF VENDOR FOR
SECURITY CAMERA REPAIR AND REPLACEMENT LABOR**

RECOMMENDATION:

That the Board of Trustees consider approval of NetVersant's proposal for security camera repair labor in the amount of \$42,000 from local funds and security camera replacement labor in the amount of \$14,000 from bond funds.

IMPACT/RATIONALE:

There are approximately 1,000 security cameras district wide. The cameras are a valuable tool in the district for the security of our students, staff, community, and facilities.

These cameras and connections require regular maintenance. The district has had an annual contract with NetVersant for 50 days of labor to troubleshoot and repair existing cameras. This contract was for \$36,000 or \$720 per day. Each year, the 50 days proved to not be enough and additional days were added.

In addition, some cameras no longer function properly or the age or quality merit replacing the camera. The 2011 bond included funds to replace failing cameras. This refresh will occur in multiple phases as funds allow.

PROGRAM DESCRIPTION:

A new contract was negotiated that resulted in a daily rate decrease of 22% to \$560 per day. This contract bundles camera repair and replacement projects into one agreement, adds needed extra repair days, and provides for additional days at the same rate if needed. This contract covers labor only on both projects. The replacement camera hardware will be bid separately.

NetVersant has provided excellent service and has been a valuable partner to Lamar CISD. NetVersant offers this contract pricing through The Co-operative Purchasing Network (TCPN).

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**ELECTRONIC SAFETY & SECURITY SYSTEMS
SERVICE AND MAINTENANCE AGREEMENT**

<p>Customer Information:</p> <p>Customer Name: <u>Lamar Consolidated School District</u></p> <p>Street Address: <u>3911 Avenue I</u></p> <p>City/State/Zip: <u>Rosenberg, Texas, 77471</u></p> <p>Customer Contact: <u>David Jacobson</u></p> <p>Contact Telephone: <u>832-223-0200</u></p> <p>Contact Fax: <u>832-223-0001</u></p> <p>Contact E-mail: <u>djacobson@lcisd.org</u></p>	<p>Billing Address:</p> <p>Street Address: <u>3911 Ave I</u></p> <p>City/State/Zip <u>Rosenberg, Texas, 77471</u></p> <p>Maintenance Contract #: _____</p>
--	---

1. **Agreement.** This Electronic Safety & Security Service and Preventative Maintenance Agreement (“Agreement”) is between the Lamar CISD and NetVersant, identified below (collectively the “Parties” or individually, a “Party”). This is an agreement by which the Customer may purchase maintenance services for the Customer’s electronic safety & security upon the execution of a Service and Maintenance Order (“Service and Preventative Maintenance Order”) attached as Schedule A. For purposes of this Agreement, “System” refers to all of the Customer’s electronic safety & security systems and “Equipment” refers to all electronic safety & security systems equipment identified on Schedule C System and Equipment List executed by the Parties. All goods and services provided by NetVersant to the Customer pursuant to this Agreement shall be subject to the Terms and Conditions attached as Schedule B. If applicable, Customer shall complete a Customer Credit Application in the form provided by NetVersant.

2. Locations of Customer’s Premise(s) covered by this agreement:

Campus Wide Lamar CISD

3. **Term.** This Agreement shall commence when fully executed by the Parties and shall remain in effect for an initial term of *1* years commencing on, **Nov 16, 2012 and ending on Oct 31, 2013** (the “Initial Term”) and shall continue thereafter on a year-to-year basis on the same terms and conditions contained herein in effect as of the time of renewal (as renewed on a year-to-year basis, the “Renewal Term”) unless either Party delivers written notice to the other of its intention not to renew this Agreement at least 30 days prior to the end of the first year of the Initial Term or any year thereafter, including any Renewal Term, as applicable; provided, however, that this Agreement is subject to earlier termination by either Party pursuant to the Terms and Conditions.

4. **Services Summary:** Customer agrees to purchase and NetVersant agrees to provide maintenance and services for the security system described with Schedule “A” and “C”. The selected options and cost are listed below:

This document and information is proprietary and confidential to NetVersant Solutions LLC. (NetVersant) and is only for the private use of the individual or entity to whom it was delivered. No part of this document, or the information contained herein, may be distributed, reproduced, or utilized in any form or by any means, including electrical or mechanical, or photocopying; without written permission from its owner, NetVersant. This document is the property of NetVersant and must be returned at anytime upon request.

Type of Systems (Check all that apply):

New Takeover CCTV Intercom

Labor Only Option:

This option provides coverage for labor commencing at the conclusion of the original NetVersant warranty if elected or from the date of this Agreement, if NetVersant warranty previously in place or expired. This option covers labor only for all listed components which prove to be defective in material or workmanship within the term of this Agreement. Such defects shall be repaired or replaced, at NetVersant’s election. This option does not include preventive maintenance or periodic inspections. The service will be provided as indicated within Schedule “A”.

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

The cost of this option is: \$ 42,000.00,

To include; Six Hundred Hours of NetVersant labor, if additional hours should be required, each additional hour will be at the rate of \$70/per labor hour .

Preventative Maintenance:

This option provides for Monthly, Quarterly, Semi Annual, Annual maintenance to those items listed on the attached schedule of equipment for the term of this Agreement. Preventative Maintenance tasks are listed within Schedule “A” and will be performed on equipment listed within Schedule “C”. The service will be provided as indicated within Schedule “A”.

The cost of this option is:

See Schedule “C” for Preventative Maintenance Schedules

Labor Only Hardware Camera Upgrade:

This option provides for the replacement of a total quantity of the existing aged cameras, of the Model# CAM 301, 303, 313 camera vintage installed back in 2005. NetVersant will provided 200 hours of labor to install a total of cameras throughout the scheduled maintenance agreement.

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

The cost of this option is: \$ 14,000.00

To include; Two Hundred Hours of NetVersant Labor to install cameras scheduled for replacement

Customer Training:

This option provides for Monthly, Quarterly, Semi Annual, Annual training with regard to those items listed on the attached Schedule “C” at Company’s facilities, Customer’s facilities for the term of this Agreement. Travel expenses are included excluded. This option includes indicated training for persons by Company’s training specialist(s). All training materials are included in this option. The service will be provided during Normal working hours as defined in Schedule “A”.

The cost of this option is:

Dated: Nov 1, 2012

Customer: Lamar Consolidate Independent School District NetVersant Solutions Inc.

By: _____

By: Scott Gilmore_____

Name : Dr. Thomas Randle

Name: Scott Gilmore

Title: Lamar CISD Superintendent

Title: Account Executive

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SCHEDULE A
ELECTRONIC SAFETY & SECURITY SYSTEMS AGREEMENT
SERVICE AND PREVENTATIVE MAINTENANCE ORDER

1.01. TERMS AND CONDITIONS

- A. The Terms and Conditions listed in Schedule B and Equipment List on Schedule C are an integral part of this Service and Preventative Maintenance Order and are incorporated herein by this reference.

1.02. MAINTENANCE SERVICES

- A. Services. This plan is inclusive of labor only, but allows for the option of including replacement parts services at an additional charge thereby eliminating the need for itemized product invoicing during the service period. **Upon receipt of an Outage Report, from the current eWatch CCTV System or directly from the request of a customer representative**, NetVersant will diagnose and isolate the failure and restore the System to operating functionality (the “**Services**”). “**Outage Report**” means the notification protocol established by the Parties to communicate System failures to NetVersant. Only NetVersant authorized personnel will perform the Services. The Services do not include any services necessitated by, or of the types described in, any of the following:
1. Operating supplies, accessories, paper, electrical work external to the System, and battery back-up systems;
 2. Labor and material costs for component parts that do not affect the normal operating of the System (cabinets, etc.);
 3. Repair of damage to the System caused by the negligent, intentional, or willful acts of Customer or third parties;
 4. Any act external to the System that causes, directly or indirectly, a System failure, either immediately or delayed, or other malfunction including, without any limitation, failures of trunk or toll lines, other equipment connected to the System, or abnormal environment conditions, power failures or fluctuations (e.g. power fluctuations and failures caused by lightning), flooding, water damage, and any Force Majeure event (defined in the General Terms & Conditions attached hereto);
 5. When equipment is deemed unsupportable by the manufacture, or is otherwise deemed not serviceable due to lack of replacement part availability;
 6. Unless specifically identified in the System description set forth above, the services do not include the maintenance of the premises distribution system (cable & wiring) or any attendant consoles, telephones, terminals, modems, network interface cards, computers or other station equipment attached to the System;
 7. Database programming, reprogramming or program changes;
 8. Refocusing or repositioning of camera or camera lens;
 9. the cost of renting special lifts or scaffolding required to access the Equipment; or

10. Damage to the equipment caused by insufficient heating/ ventilating/air conditioning (HVAC) or HVAC system failure.

1.03. **REQUESTING SERVICE OR REPAIRS**

- A. For Customer convenience, quality service can be requested at anytime (24 hours a day) by calling our toll free service number, 1-800-540-2739, 24 hours a day for all service needs. On the other hand, you can e-mail your service request during normal business hours to nnoc@netversant.com.
- B. The following information is required when reporting a service request:
 1. Description of the service concern, and the urgency of the service request.
 2. The complete address and location of the equipment to be serviced.
 3. Name and phone number of authorized person requesting service and an onsite contact.
- C. Time and Material service repair calls can be requested under this agreement and are usually responded to within 24 hours of the service request; Monday through Friday, excluding holidays. Time and Material service calls are billed at the rates listed in herein.
- D. NetVersant reserves the right to replace equipment, with the owner's approval, will replace equipment that is of equivalent performance. Upon installation, the replacement equipment shall remain the owner's property. Note: Unless Parts and Labor Option is selected (page 2), all labor and material are billable at T&M Rates.

1.04. **SPACE AND FACILITIES**

- A. At its own expense, Customer shall provide NetVersant with ready access to the equipment at all times; adequate work and storage space and utilities; all electrical current and electrical current outlets, circuits, and wiring required by the equipment; and a clean operating environment which does not exceed the rated temperature, humidity and operating specification of the equipment.

1.05. **UNAUTHORIZED RELOCATIONS, MODIFICATIONS OR REPAIRS**

- A. Customer or third party shall not perform any repairs without the prior consent of NetVersant.

1.06. **CHANGES IN THE SYSTEM/SCOPE OF SERVICES**

- A. Changes in the System or scope of Services will result in a change in the Service Fees, as mutually agreed in writing by amendment to this Service and Maintenance Order.

1.07. **INSPECTION AND REPAIR**

- A. If the equipment identified in Schedule C Equipment List was not under NetVersant maintenance service agreement immediately prior to the commencement of this maintenance service agreement, it shall be subject to inspection by NetVersant to determine if it is at the operational level established for equipment maintained by NetVersant. Any repairs or adjustments deemed necessary by NetVersant to bring the scheduled equipment up to a good operating condition shall be made at the Customer's expense and billed at the current NetVersant standard rates prior to, or during, the commencement of the system maintenance agreement services.

1.08. **SERVICE HOURS AND MAC RATES**

A. Normal:

1. Normal business hours are defined as 7:00 am to 4:00 pm Monday through Friday. Our Scheduled Service business MAC service rate is \$80.00 per hour. Each service call will include a trip charge of \$55 and two hour minimum. If there is a qualified technician on site when a service call is placed, the service call will be billed at the above rate without any trip charge.

B. Overtime:

1. Overtime rates, outside normal business hours, are \$150.00 per hour. Each service call will include a trip charge of \$55 and one hour minimum. If there is a qualified technician on site when a service call is placed, the service call will be billed at the above rate without any trip charge.

C. Holiday:

1. Holiday rates, see NetVersant listed holidays, are \$160.00 per hour. Each service call will include a trip charge of \$55 and a (2) two-hour minimum. If there is a qualified technician on site when a service call is placed, the service call will be billed at the above rate without any trip charge.

D. Emergency Repair Service:

1. Emergency repair service is responded to within 4 hours. If the Parts and Labor option is elected, then all repair service calls are covered if within Normal Business hours. Outside business hours service calls will be billed at the defined above rates.
2. Emergency service is described as:
 - a. Any interruption to patient treatment
3. Non-Emergency service is described as:
 - a. Failure of a system component in a location that can be secured by manual lock.
 - b. Program error or check as long as the system is running.
 - c. Alarms that have been checked and verified as possible false alarms that do not breach security.
 - d. Single card problems or intermittent activity, such as a single misread or sticking lock or door.
 - e. Non-Scanning devices, blurred video, or contrast problems.

E. Service Time:

1. Service time begins when technician is dispatched and ends when service acknowledgement is signed by customer representative.

1.09. **NORMAL RESPONSE TIMES**

A. Response times as part of the basic On-Call Technical Support are typically:

1. Two (2) hour call-back if initial service call is placed within normal business hours (7:00AM – 4:00PM, CST).

2. Four (4) hours on-site response, in most cases.
- B. Service technicians would be dispatched based on availability. Any products or equipment needed to rectify the problem would be quoted and authorized by the customer prior to service work commencing. In most instances, these quotes can be generated on-site in order to minimize recovery time. NetVersant does not guarantee a minimum or maximum length of time to resolve a service call.

1.10. **NETVERSANT HOLIDAYS**

- A. New Years Day
- B. Memorial Day
- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day
- F. Day after Thanksgiving Day
- G. Christmas Day

1.11. **(NOT APPLICABLE, PROVIDED FOR REFERENCE ONLY)
PREVENTIVE MAINTENANCE SERVICES**

- A. If the Preventive Maintenance option is selected under this Agreement,, NetVersant shall provide:
1. Preventative Maintenance will be periodically performed as indicated in Service Summary section.
 2. Preventative Maintenance inspection will be performed on the equipment listed in Schedule C System and Equipment List. Upon the completion of the inspection, NetVersant will provide a report to the customer outlining the results of the inspection.
 3. If in the course of conducting the Preventative Maintenance a device is found in need of repair, a cost to repair or replace will be given in writing for authorization to perform the work. It will become the responsibility of the customer to purchase the replacement parts and pay for all labor for correction and testing at the labor rates stated in herein.
 4. Access Control System Preventive check list performed on each Preventative Maintenance visit as follows:
 - a. Access Control System Head end and/or Console Area (conducted as applicable and required):
 - 1) Discuss and document overall operations with customer.
 - 2) Run and print report to after preventative maintenance procedures are completed to confirm door alarms and errors.
 - 3) Visually inspect system server and/or workstations.
 - 4) Remove main CPU cover/air clean boards and enclosures.
 - 5) Check all connectors and ensure cables are properly dressed.
 - 6) Check and clean equipment, ventilation fans and filters.
 - 7) Check and clean badge printer head and rollers.
 - 8) Check grounding straps and ohm out as required.
 - 9) Confirm sufficient area ventilation to verify unrestricted airflow.
 - 10) Check and clean UPS system (as required).
 - 11) Check Lightning/Power Surge protection.

- 12) Visually inspect field data gathering panels for secure connections, proper cable dressing and labeling.
 - 13) Check battery back-up by removing 120V power and checking voltage output.
 - 14) Check board batteries.
- b. Remote Field Devices (conducted as applicable and required):
- 1) For each Carder Reader verify and document the following:
 - a) Device is level and securely fastened.
 - b) Proper operation LED and Beeper function.
 - c) Measure voltage input for acceptable parameters.
 - d) Test function of door forced & door held operation.
 - 2) For each electrified lock verify and document the following:
 - a) Device is level and securely fastened
 - b) Measure voltage input for acceptable parameters.
 - c) Unlocking on valid badge read.
 - d) Relocks after door is shut.
 - e) Does not unlock when invalid badge is read.
 - 3) For each Request to Exit Motion sensing device verify and document the following:
 - a) Device is level and securely fastened
 - b) Unobstructed.
 - c) LED's functional.
 - d) Measure voltage input for acceptable parameters.
 - 4) For each Door Contact device verify and document the following:
 - a) Device is securely fastened
 - 5) Clean reader faces on Magnetic Stripe card readers only.
5. CCTV System Preventative check list performed on each Preventative Maintenance visit as follows:
- a. CCTV System Head end and/or Console Inspection (conducted as applicable and required):
- 1) Discuss and document overall operations with customer.
 - 2) Clean monitor screens, check for image retention, reduced brightness, and general operation.
 - 3) Visually check and document overall picture quality of each camera under contract.
 - 4) Check all Pan/tilt/zoom (PTZ) control functions for each PTZ camera.
 - 5) Confirm recorded video is available for each camera.
 - 6) Check power supply output voltage and connections.
 - 7) Check for dust build-up and clean head end equipment fans.
 - 8) Check video input connections to head end equipment.
- b. CCTV Camera Inspection (conducted as applicable and required):
- 1) For each CCTV Camera verify and document the following:
 - a) Device is level and securely fastened.
 - b) Clean camera housing and dome and/or lenses.
 - c) Check housing for leaks or gasket deterioration.
 - d) Check seal tight and exterior junction box for leaks.

6. Most Preventative Maintenance services shall be provided between the hours of 7:00a.m.and 4:00 p.m. Monday through Friday, excluding holidays observed by NetVersant.
7. Preventative Maintenance service under this agreement shall **not** include service due to the following causes:
 - a. Labor and material costs for the addition or relocation of equipment, known as “moves, adds, and changes” (“MAC”), which services will be provided under a separate purchase order. Labor will be billed at the applicable services rates noted herein.
 - b. Operating supplies, accessories, paper, electrical work external to the System, and battery back-up systems;
 - c. Labor and material costs for component parts that do not affect the normal operating of the System (cabinets, etc.);
 - d. Repair of damage to the System caused by the negligent, intentional, or willful acts of Customer or third parties;
 - e. Any act external to the System that causes, directly or indirectly, a System failure, either immediately or delayed, or other malfunction including, without any limitation, failures of trunk or toll lines, other equipment connected to the System, or abnormal environmental conditions, power failures or fluctuations (e.g. power fluctuations and failures caused by lightning), flooding, water damage, and any Force Majeure event (defined in the General Terms and Conditions attached hereto);
 - f. When equipment is deemed unsupportable by the manufacturer, or is otherwise deemed not serviceable due to lack of replacement part availability;
 - g. Unless specifically identified in the System description set forth above, the Services do not include the maintenance of the premises distribution system (cable and wiring) or any attendant consoles, telephones, terminals, modems, network interface cards, computers or other station equipment attached to the System;
 - h. Data base programming, reprogramming or program changes;
 - i. Refocusing or repositioning of camera or camera lenses;
 - j. The cost of renting special lifts or scaffolding and associated labor hours required to access the Equipment; or
 - k. Damage to the Equipment caused by insufficient heating/ventilating/air conditioning (HVAC) or HVAC system failure.
8. Title to all equipment and parts provided for repair or maintenance under this agreement shall pass to Customer upon payment in full for the repairs for which they were used. Any loaner equipment shall remain the property of NetVersant.
9. The Customer shall perform routine user maintenance such as: keeping the equipment clean, system data backups, replacing consumables (such as but not limited to printer ribbons and paper) and cleaning basic components; the testing of alarms, readers, and system components; but shall not attempt equipment repair.

1.12. **SOFTWARE SUPPORT AND UPGRADES**

- A. If the Software Support and Upgrade option is selected under this Agreement, NetVersant will provide and install software upgrades as they become commercially available, during normal NetVersant working hours. The installation of the software will be scheduled at a mutually agreed upon time. Software build releases that do not affect the Customer's current operations, as determined by NetVersant and the OEM, will not be installed by NetVersant. In the event that the Customer elects to make such installation on their own or by a third party directed by the Customer and System problems result, NetVersant will not be held responsible for such problems and any repairs by NetVersant will be charged to the Customer at NetVersant's then current time and material rates. Service and upgrades for third party software not supplied by NetVersant are excluded from this Agreement. The Customer is responsible for all software upgrades and installation of such products. Support for such products is provided through the product Vendor's technical support group. NetVersant is not responsible for OS, SQL nor equipment upgrades to server or workstations.

1.13. **TRAINING**

- A. If the Training option is selected under this Agreement, NetVersant will provide annual training on customer's system at customer's site for term of this agreement. Travel expenses are included. This will include training for up to **(4) four** customer employees by NetVersant designated trainer. This type of work will be scheduled in advance and conducted during normal business hours as define herein. Training curriculum is further described in detail is attached Schedule E "Training Curriculum".

1.14. **COMPENSATION AND PAYMENT TERMS**

- A. Compensation
 - 1. NetVersant shall invoice and Customer shall pay NetVersant for all Services rendered to Customer in accordance with the terms set forth in this Agreement. Annual maintenance charges shall be invoiced in advance; all other charges shall be invoiced after the charges accrue. Each invoice will indicate the nature of the Services performed. Services will not be rendered for preventative maintenance work until quarterly payment is received.
- B. Payment.
 - 1. Customer shall pay all amounts properly invoiced by NetVersant, without right of set-off, within thirty (30) days of receipt of the invoice by Customer. NetVersant specifically reserves the right to assign all or any part of the proceeds to a third party and will timely notify Customer of any change in the payee of charges. Any undisputed past due amount shall accrue interest from the due date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum amount permissible under applicable law. Interest on past due amounts shall be calculated on a daily basis. In the event Customer does not pay an entire invoice, Customer shall provide NetVersant at the time of the withholding with a written explanation in reasonable detail of the basis for such withholding. Additionally, Customer shall timely pay the undisputed portion of the invoice and promptly pay the disputed portion (or applicable part thereof) if and when the dispute is resolved. If the withholding is determined to not to have been in good faith, interest shall accrue on the withheld amount in the manner described with respect to past due payments.
- C. Taxes.
 - 1. The charges by NetVersant do not include any applicable state or local sales or use taxes. Customer will be responsible for any associated sales or excise taxes on products and services delivered. All related employment taxes and all taxes and similar assessments, levies, and government-imposed obligations with

respect to NetVersant's income derived from the performance of Services are the responsibility of NetVersant.

D. MAC Material

1. All material needed for Moves, Additions and Changes under this contract will be billed at Cost + 25% and will ship ground at no additional charge to Lamar CISD. If material needs to be expedited all charges will be Pre-Paid and added to the invoice. NetVersant will also offer a 1 year workmanship warranty on installation of all new material and will honor any and all Manufactures warranties.

**ELECTRONIC SAFETY & SECURITY SYSTEMS
SERVICE AND MAINTENANCE AGREEMENT**

Dated: **Nov 1, 2012**

Customer: **Lamar CISD** _____

By: _____

By: *Scott Gilmore* _____

Name: **Dr. Thomas Randle** _____

Name: Scott Gilmore _____

Title: **Lamar CISD Superintendent** _____

Title: Account Executive _____

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CONSIDER APPROVAL OF VENDOR FOR STUDENT MANAGEMENT SYSTEM

RECOMMENDATION:

That the Board of Trustees consider approval of Skyward's proposal and Software License Agreement for a Student Management System (SMS) in the amount of \$695,804.80 for the first year to include software, services, project management, migration, and maintenance/support, and authorize the Superintendent to negotiate the final contract.

IMPACT/RATIONALE:

The primary goal for this proposal was the selection, implementation and operation of a system that will meet the needs of the district for the next seven to ten years. More importantly, 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 SMS will replace the aging and no longer adequate SMS and Gradebook. The entire system should be implemented and necessary training completed on or before August 2013 to begin the 2013/2014 school year.

PROGRAM DESCRIPTION:

RFP #32-2012 was issued in September 2012, with six firms responding. The overall objective of the system is to establish a comprehensive Student Management System that will include all the necessary components:

- Scheduling
- Health Records
- Grades
- Progress Reports and Report Cards
- Compliance with TReX, PEIMS, PET, and all other state and federal requirements
- Student Demographic Data
- Attendance
- Discipline
- Transcripts
- Disaster Recovery

The functional management 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 software to three district committees. One committee was composed of a variety of campus and district personnel that are the ultimate end users. The second committee consisted of nurses evaluating the Health Records module and the third committee included teachers who evaluated the gradebook and attendance. Each committee independently chose Skyward by a wide margin. The final round consisted of an evaluation of add-on modules, hosted or local options, and a review of information and feedback from the first two rounds to begin final contract negotiations with Skyward.

The district negotiated the following \$293,856 savings:

- \$124,399 – Year 1 annual license fee waived
- \$59,964 – Addition of Fee Tracking module license at no charge
- \$55,168 – Addition of Response to Intervention (RTI) module license at no charge
- \$54,325 – Additional negotiated discounts after Skyward's "final offer"
- Added 2013/14 new campuses at no additional cost to the district
- Increased staff training from 10 to 15 people per session

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Original Proposal Summary
RFP 32-2012
Student Management System
November 15, 2012

Item	PROLOGIC TECHNOLOGY SYSTEM INC.	PEARSON K12 TECHNOLOGY	SKYWARD INC	SUNGARD K-12 EDUCATION	TYLER TECHNOLOGIES	INFINITE CAMPUS
Software	308,558.00	175,000.00	487,583.00	265,329.00	300,000.00	0.00
Installation	6,000.00	92,600.00	495.00	12,500.00	12,750.00	24,000.00
Maintenance and Support (Year 1)	0.00	0.00	0.00	0.00	0.00	0.00
Conversion (7 year figure)	5,000.00	0.00	31,200.00	4,875.00	47,825.00	24,000.00
Training	80,000.00	0.00	105,495.00	94,838.00	82,250.00	37,200.00
Other Services and Travel	19,500.00	14,500.00	133,948.00	53,868.00	80,750.00	31,150.00
SUB TOTAL (Year 1)	419,058.00	282,100.00	758,721.00	431,410.00	523,575.00	116,350.00
Maintenance and Support (Year 2-5)	248,444.00	468,000.00	428,432.20	418,204.00	454,513.00	820,000.00
TOTAL	667,502.00	750,100.00	1,187,153.20	849,614.00	978,088.00	936,350.00
RUBRIC SCORE	28.0	15.0	30.5	35.6	20.5	28.1
RANK PER RUBRIC	4	6	2	1	5	3

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COMMITTEE EVALUATIONS	Nurses	Teachers	Administration
Sungard K-12 Education	20%	8%	16%
Skyward	80%	92%	84%

SOFTWARE LICENSE AGREEMENT - NEGOTIATED

This Software License Agreement ("Agreement") is made and entered into effective the 16th day of November, 2012 (the "Effective Date"), by and between **Skyward, Inc.**, a Wisconsin Corporation, with its principal offices located at 5233 Coye Drive, Stevens Point, Wisconsin, 54481, ("Skyward") and **Lamar Consolidated ISD**, a Texas K-12 public school district, whose principal office is at 3911 Avenue I, Rosenberg, Texas 77471, ("Customer").

RECITALS

A. Skyward is a computer software developer, and hardware and software reseller, which provides computer systems composed of hardware and software which involves procurement, assembly, installation, training, and other forms of support and maintenance in accordance with predetermined system specifications.

B. Skyward has provided Customer with one or more proposals to provide Customer with a computer system including certain software, hardware, support, maintenance, and training associated with said computer system.

C. Customer has carefully reviewed said proposals and clearly understands the terms outlined therein as it relates to the manufacturer, description, quantity, capability, and pricing, as well as the type of training and other support services offered and the cost thereof and Customer accepts the same and has requested that Skyward proceed according to said proposals, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

ARTICLE I

Sale and Limited License

Section 1.1 *Proposals and Terms and Conditions.* Skyward has previously provided Customer with one or more proposals setting forth the specific software, hardware, support, maintenance, and training to be provided by Skyward to Customer, the costs associated therewith, and the terms and conditions of such sale and purchase. Such proposals further contain Skyward's Standard Terms and Conditions which govern the sale and purchase of the items listed in said proposals. As used herein, the term "Proposal" shall include: (a) all proposals entered into between Skyward and Customer prior to or simultaneous with the Effective Date and Skyward's Standard Terms and Conditions attached thereto, copies of which are attached hereto and incorporated herein by reference; and (b) all subsequent proposals entered into between Skyward and Customer that make specific reference to this Agreement. In the event any of the provisions of the Proposal conflicts with the provisions of this Agreement, the terms and conditions of this Agreement shall control.

Section 1.2 *Sale and Purchase.* Subject to the terms and conditions of this Agreement, Skyward agrees to sell and license to Customer and Customer agrees to purchase from Skyward, the products, materials, licenses, and services described in the Proposal and this Agreement (hereafter collectively referred to as the "System").

Section 1.3 *Limited License.* Skyward has developed and is the owner of certain application software that is part of the System (hereafter collectively referred to as the "Software"). Subject to the terms and conditions of this Agreement, Skyward hereby grants to Customer a nonexclusive and nontransferable limited license to use the Software in object code form on a single central processing unit owned or leased by Customer, or otherwise embedded in equipment provided by Skyward. Customer shall not permit the Software or any portion thereof to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Customer or Skyward. Skyward further grants to Customer a nonexclusive and nontransferable limited license to use all instruction manuals and other materials related to the Software and System produced and owned by Skyward and provided to Customer for its use in association with its purchase of the System (hereafter collectively referred to as the "System Materials").

ARTICLE II

Purchase Price and Payment

Section 2.1 *Purchase Price and Payment.* The purchase price to be paid by Customer for the System and the payment thereof shall be governed by Skyward's Standard Terms and Conditions contained in the Proposal. Interest on all past due amounts will be charged at the maximum rate allowed by law.

Section 2.2 *Sales and Use Tax.* Customer warrants and represents to Skyward that it is a tax-exempt entity and agrees to provide written confirmation of such exemption, upon the request of Skyward. If at any time during the term of this Agreement Customer is no longer a tax exempt entity, Customer agrees to pay any sales, use, ad valorem, personal property, general intangibles tax, and any registration fees arising out of this Agreement and the transactions contemplated herein, except for any taxes levied on the gross income of Skyward. Customer may not deduct from payments to Skyward, any amounts paid to third parties, however designated.

ARTICLE III
Ownership and Protection of Intellectual Property

Section 3.1 *Reservation of Title.* Customer acknowledges and agrees that: (a) the Software, including the specific design and structure of individual programs, input formats, and source code; (b) the System; and (c) the System Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Customer further acknowledges and agrees that this Agreement does not affect any transfer of title in the Software, System, and System Materials and that Skyward is the sole owner of the Software, System, and System Materials. Customer shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material.

Section 3.2 *Customer's Responsibilities.* Customer shall protect the Software, System, and System Materials as confidential and proprietary information and the trade secrets of Skyward, and Customer shall devote its best efforts to ensure that all Customer's personnel protect the Software, System, and System Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Customer's right of use hereunder) to obtain access to the Software, System, and System Materials.

Section 3.3 *Back-Up Copies.* Customer may make copies of the Software and System Materials for back up use only. Such back up copies are for use by the Customer only and the sole purpose and intent of such back up copies are to allow the Customer to have a back up of the Software and System Materials licensed to Customer by Skyward. All copies made for back up purposes in accordance with this Section must be labeled as such and must contain all Skyward notices of ownership and proprietary rights thereto. EXCEPT FOR THE BACK UP COPIES AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, THE SOFTWARE AND SYSTEM MATERIALS; MODIFY, ENHANCE, REVERSE COMPIL OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE OR SYSTEM MATERIALS; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE OR SYSTEM MATERIALS. Provided however, the Customer shall have the right to reproduce the System Materials for authorized use by personnel of Customer as required to operate the System, provided that Customer includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the System Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

Section 3.4 *Duration of Protection.* The duties and obligations of Customer under this Article III shall remain in full force and effect for so long as Customer continues to control, possess, or use the Software, System, and System Materials. Customer shall promptly notify Skyward and return the Software, System, System Materials, and any back-up copies thereof upon (a) termination of this Agreement or the limited license granted herein for any reason, or (b) abandonment or other termination of Customer's control, possession or use of the Software, System, or System Materials.

ARTICLE IV
Limited Warranty and Limitation of Liability

Section 4.1 *Limited Warranty.* Skyward warrants that for a period of thirty (30) days from the date of the first day of training provided by Skyward to Customer: (a) that the Software will be free of defects in materials and workmanship under normal use; and (b) that the Software substantially conforms to its published specifications. Except for the foregoing, the Software, System, and System Materials are provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's sole and exclusive remedy and the entire liability of Skyward under this limited warranty will be, at Skyward's option, repair or replacement of the Software. In no event does Skyward warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. This limited warranty does not apply if Customer has failed to pay the annual license fees due under the terms of this Agreement or if the Software: (i) is in the form of a back up copy created by Customer in accordance with the terms of this Agreement, (ii) has been altered in any way, except by Skyward, (iii) has not been installed, operated, repaired, or maintained in accordance with instructions and specifications supplied by Skyward, or (iv) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

Section 4.2 *Limitation of Liability.* The liability of Skyward to Customer for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Customer to Skyward with respect to the Software during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Customer by any other party unless Customer has properly notified Skyward as to such damages, claims, or demands, and Customer has taken action to minimize such damages, claims, or demands. The Customer further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Customer's failure to properly save or back up all data and information inputted by Customer.

ARTICLE V
Third Party Software and Hardware

Section 5.1 *System Compatibility*. In the event Skyward provides any third party software and/or hardware in conjunction with the performance of its obligations under the terms of this Agreement, said third party software and/or hardware will be compatible with the System. Customer shall be solely responsible for acquiring any additional software and/or hardware not identified in the Proposal. Skyward makes no representations or warranties as to the compatibility of any third party software and/or hardware not provided by Skyward and Skyward will not be responsible for any maintenance and support associated therewith.

Section 5.2 *Third Party Warranties*. In the event Skyward provides any third party software and/or hardware in conjunction with the performance of its obligations under the terms of this Agreement, Skyward shall assign any third party warranties associated therewith to Customer to the extent allowed by such warranties. Customer acknowledges and agrees that it will benefit from and be bound by any and all third party warranties, warranty limitations, license agreements, and any other rights and obligations provided by the third party software and/or hardware supplier to the purchasers and users of its products, whether provided in written or electronic format. Skyward does not provide any warranties for third party software and hardware.

ARTICLE VI
Customer Records and Confidential Information

Section 6.1 *Confidentiality of All Data*. All personally identifiable information and data relating to Customer's students and/or employees used by Customer in conjunction with the Software shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

Section 6.2 *Family Educational Rights and Privacy Act*. The parties expect and anticipate that Skyward may receive education records from Customer only as an incident of service or training that Skyward is required to provide to Customer pursuant to the terms of this Agreement. In the event Customer provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Customer's policies and procedures. Skyward acknowledges that PII is the confidential information of Customer and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of this Agreement, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Customer any and all PII in Skyward's possession.

Section 6.3 *Health Insurance Portability and Accountability Act*. In the event that Customer is converting its data and information management system or systems to the System contemplated by this Agreement, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Customer may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

Section 6.4 *Open Database Connection*. If requested by Customer and agreed to by Skyward, Skyward may establish an open database connection ("ODBC") between Skyward's database and the database of Customer. In the event such an ODBC is established by Skyward, Customer will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Customer will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Customer agrees to hold Skyward harmless from any liability relating to Customer's insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Customer shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Customer's data, (d) Customer agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Customer shall not allow any third party vendors, suppliers, or other individuals or entities associated with Customer access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Customer further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Customer's failure to properly save or back up all data and information inputted by Customer through the ODBC.

ARTICLE VII
Infringement and Defense

Section 7.1 *Ownership*. Skyward represents and warrants that it has full right, power and authority to license the Software and System Materials to Customer subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Customer harmless from any and all claims, liabilities, or actions brought by any third party against Customer for infringement of Customer's right to use the Software or System Materials in accordance with the terms of this Agreement.

Section 7.2 *Infringement Claim*. Notwithstanding the express limitation of liability contained in Section 4.2 above, at Skyward sole expense, Skyward shall defend and hold harmless Customer from and against any and all claims, actions, and liabilities brought by any third party alleging that the Software and/or System Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Customer must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Customer's ability to exercise the rights granted in this Agreement, unless Customer consents thereto.

Section 7.3 *Remedy*. Customer agrees that if the Software and/or System Materials become or, in the opinion of Skyward, is likely to become the subject of a trade secret, patent, or copyright infringement claim, Customer shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Customer the right to continue to use the Software and/or System Materials; or (b) replace the Software and/or System Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Software and/or System Materials in a manner which causes it to function substantially the same as it had prior to modification.

Section 7.4 *Source Code*. Subject to the terms and conditions contained in this Agreement, in the event Skyward at any time files for bankruptcy, has an involuntary petition for bankruptcy filed against it, makes an assignment for the benefit of creditors, or otherwise in any way discontinues support for the then current version of the Software, Skyward agrees to deliver to Customer a copy of the current source code for the Software at no charge to Customer. Provided however, Customer acknowledges and agrees that any such source code provided to Customer shall continue to be subject to the license and protections contained in this Agreement.

ARTICLE VIII Event of Default, Termination, and Injunctive Relief

Section 8.1 *Event of Default*. The occurrence of any one or more of the following shall be deemed an "Event of Default" by Customer: (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Software, System, or System Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Software, System, or System Materials, or assist another in so doing; (c) Customer fails to pay when due any amounts due Skyward under the terms of this Agreement and any Proposals; or (d) any other breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Software, System, or System Materials.

Section 8.2 *Termination*. Upon the occurrence of an Event of Default, Skyward shall have the right to immediately terminate this Agreement. Upon Skyward's termination of this Agreement, all of Customer's rights and privileges under this Agreement, including but not limited to Customer's rights to use the Software, System, and System Materials shall be immediately terminated.

Section 8.3 *Injunctive Relief*. Skyward and Customer acknowledge and agree that any Event of Default by Customer will result in Skyward suffering irreparable harm that cannot be adequately compensated in damages in an action of law. Therefore, in the event of an Event of Default, in addition to the right to terminate in Section 8.2 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Customer from any further use of the Software, System, and System Materials and requiring that all copies (including any permitted back up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Customer further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward. If Skyward prevails in any suit or proceeding to enforce its rights under this Agreement, Customer shall indemnify Skyward for all expenses incurred by Skyward in such suit or proceeding, including reasonable attorneys' fees.

ARTICLE IX Interpretation and Construction

Section 9.1 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and any applicable federal trademark, copyright and/or patent laws. The exclusive forum for any lawsuit or legal action that arises in whole or part out of this Agreement shall be the Federal District Court in Texas having jurisdiction over the county where the Customer is located.

Section 9.2 *Successors or Assigns*. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, and permitted assigns.

Section 9.3 *Waiver*. Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Section 9.4 *Counterparts and Signatures*. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

Section 9.5 *Severability*. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect except that such invalid or unenforceable provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect insofar as is practicable the intention of the parties as set forth in this Agreement. Provided, that if such court is unable or unwilling to effect such reformation, the invalid or unenforceable provision shall be deemed deleted to the same extent as if it had never existed.

Section 9.6 *Entire Agreement*. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of both parties to this Agreement. No provision of this Agreement shall be construed for or against either of the parties based on whether it or its representative drafted this Agreement.

Section 9.7 *Assignment*. Customer will not assign, transfer, mortgage, encumber, lease, or sublicense this Agreement, the right to use the Software, System, and System Materials, without the prior written consent of Skyward. Any assignment by Customer in contravention of this Section will be void. Skyward reserves the right to assign or transfer unilaterally its interest in this Agreement, including all rights and obligations arising hereunder, without Customer's approval or consent. Any assignment or transfer by Skyward will inure to the benefit of Skyward's successors and assigns. Skyward will provide Customer with written notice of any such assignment or transfer.

Section 9.8 *Notices*. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the person receiving notice at the address listed in the opening paragraph of this Agreement, unless that person otherwise notifies Skyward in accordance with this Section of a change of address.

Section 9.9 *Headings*. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Section 9.10 *No Third Party Beneficiaries*. This Agreement is solely for the benefit of the parties hereto, and their respective successors and permitted assigns. No provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, reimbursement, cause of action or other right.

Section 9.11 *Survival*. The provisions contained in Articles III, IV, VI, and VIII, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.


CUSTOMER:

Signature

Printed Name

Printed Title

SKYWARD, INC.:



Signature

David R. Ilkka

Printed Name

VP of Sales and Marketing

Printed Title

David Ilkka
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YOUR SCHOOL MANAGEMENT SYSTEM PROPOSAL

Rosenberg, TX

122650d-config

The following pricing for software and services is provided specifically for your district. If you would like information on a product or service not included below, please contact your Account Executive.

Web Installation

36 Buildings

School Management System Investment Summary

	<i>One-Time Investment</i>	<i>Services</i>	<i>Annual License Fee</i>	<i>Total</i>
Student Management Suite	\$ 443,258.00	\$ 142,375.00	\$ 124,399.00	\$ 710,032.00
System Wide Services and Software	495.00	107,030.00	2,646.80	110,171.80
Total <u>School Management System</u> :	\$ 443,753.00	\$ 249,405.00	\$ 127,045.80	\$ 820,203.80

Total School Management System Investment: \$ 820,203.80

Five Year Investment Estimate

First Year	Installation Date through August 31, 2013	\$ 695,804.80 *
Second Year	September 1, 2013 through August 31, 2014	127,045.80
Third Year	September 1, 2014 through August 31, 2015	131,772.80
Fourth Year	September 1, 2015 through August 31, 2016	136,679.80
Fifth Year	September 1, 2016 through August 31, 2017	141,772.80
Total <u>Five Year Investment Estimate</u> :		\$ 1,233,076.00

This 5-year cost projection is based on an estimated annual increase of 3.8%. This is only an estimate.

See Terms and Conditions for revised payment terms.

122714dtc



Pricing Detail

Student Management Suite

Student Management Suite Software	<i>One-Time Investment</i>	<i>Services</i>	<i>Annual License Fee</i>	<i>Total</i>
Student Management	\$ 283,032.00	\$ 80,200.00	\$ 69,047.00	\$ 432,279.00
Educator Gradebook	105,538.00	12,725.00	25,646.00	143,909.00
Graduation Requirements	9,594.00	2,250.00	2,331.00	14,175.00
Fee Tracking	59,964.00	7,250.00	14,571.00	81,785.00
<i>Skyward Discount: ¹</i>	<i>(59,964.00)</i>	-	-	<i>(59,964.00)</i>
Health Records	71,958.00	3,750.00	17,486.00	93,194.00
PEIMS	35,979.00	4,875.00	8,743.00	49,597.00
Response to Intervention	55,168.00	1,125.00	16,385.00	72,678.00
<i>Skyward Discount: ¹</i>	<i>(55,168.00)</i>	-	-	<i>(55,168.00)</i>
Test Score Import	-	500.00	-	500.00
Family Access	47,971.00	500.00	11,657.00	60,128.00
Educator Access+ Internal/External Access	-	320.00	-	320.00
SkyBuild Training	-	375.00	-	375.00
Subtotal <u>Student Management Suite Software</u>:	\$ 554,072.00	\$ 113,870.00	\$ 165,866.00	\$ 833,808.00
<i>Skyward Discount: ²</i>	<i>(110,814.00)</i>	-	-	<i>(110,814.00)</i>
<i>Skyward Centralized Support Discount: ³</i>	-	-	<i>(41,467.00)</i>	<i>(41,467.00)</i>
Subtotal <u>Student Management Suite Software</u>:	\$ 443,258.00	\$ 113,870.00	\$ 124,399.00	\$ 681,527.00
Student Management Suite Data Migrations ⁴				
Demographics - 34 entities	\$ -	\$ 10,146.00	\$ -	\$ 10,146.00
Scheduling - 4 entities	-	2,894.00	-	2,894.00
History - Grading (High School Only) - 4 entities	-	5,220.00	-	5,220.00
Office Visits	-	6,240.00	-	6,240.00
Immunizations - 34 entities	-	4,005.00	-	4,005.00
Subtotal <u>Student Management Suite Data Migrations</u>:	\$ -	\$ 28,505.00	\$ -	\$ 28,505.00
Total Student Management Suite Solution: ⁵	\$ 443,258.00	\$ 142,375.00	\$ 124,399.00	\$ 710,032.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

System Wide Services and Software

Services	<i>One-Time Investment</i>	<i>Services</i>	<i>Annual License Fee</i>	<i>Total</i>
Web Server Setup and Installation ⁶	\$ -	\$ 3,840.00	\$ -	\$ 3,840.00
System Administration Class	-	280.00	-	280.00
SmartStart Implementation Service				
Consultative Services (Student) - Diamond Package ⁷	-	45,125.00	-	45,125.00
Project Management	-	44,675.00	-	44,675.00
Open Edge 10 Management (25278 Students)				
Cost Per Student ⁸	-	-	2,527.80	2,527.80
Web Installation	-	1,620.00	-	1,620.00
Web Training	-	750.00	-	750.00
Disaster Recovery (Pro-Rated Price) ⁹	-	10,420.00	-	10,420.00
Third Party Software				
Crystal Software ¹⁰				
Crystal Reports 2011 (1 named user)	495.00	-	119.00	614.00
Crystal Application Setup	-	320.00	-	320.00
Subtotal <u>System Wide Services and Software</u> :	\$ 495.00	\$ 107,030.00	\$ 2,646.80	\$ 110,171.80
Total System Wide Services and Software:	\$ 495.00	\$ 107,030.00	\$ 2,646.80	\$ 110,171.80

Disaster Recovery

In the event of a disaster at your school, ISCorp will load LCISD's data and host your Skyward Applications within one business day of your disaster declaration. LCISD will send your data to ISCorp on a routine basis, so there will be a copy ready to load when needed. LCISD is responsible for sending the data to the ISCorp DR site at the approved times. This is for an hourly backup using AI3.

The yearly cost for Disaster Recovery at your district is: **\$ 12,500.00**

Optional Services

ASP Hosting Services

ASP Service provides an option to remotely host your Skyward solution through an Application Service Provider (ASP). Our ASP Provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The ASP Service is fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

The ASP yearly cost for your district to run the Student Management Suite for 25278 students would be: **\$ 90,996.00 ***

* This is a 36 month contract.

If you are interested in learning more about the ASP option or would like a complete ASP proposal, please contact your Skyward Account Executive for further information.



Software Modules and Data Migrations Not Included on this Proposal

Student Management Suite Software Modules

Curriculum Mapping
eSign - Electronic Signature
Lesson Plan
Special Education
Food Service
Textbook Tracking

Student Management Suite Data Migrations

History - Detailed Attendance
Discipline Detail
Activities
LDAP - Staff
LDAP - Students
Data Mapping

System Wide Software Modules

Schools Interoperability Framework (SIF) Agent
Data Warehouse
Skylert

Pricing Footnotes

See Terms and Conditions for revised payment terms.

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¹ This proposal waives the Skyward one-time investment fees for the Fee Tracking and Response to Intervention modules. This discount is valid for a limited time and may be discontinued without prior notice.

122650dp

² This proposal includes a discount off of the Skyward one-time investment fees. This discount is valid for a limited time and may be discontinued without prior notice.

122127dp

³ Centralized Support includes unlimited 800 number application software support to two contact people of your choice. We ask you to assign two people, with backups, to be the liaisons between your district and Skyward. We also ask that you send your contact people to the required training sessions at Skyward so they can address questions first.

PR12-1

⁴ Data Mapping: Skyward data migrations do not include a data mapping deliverable (documentation on field association between previous system and Skyward tables / fields). If your district is interested in Skyward providing detailed data mapping documentation, please contact your Account Executive for a proposal on Data Mapping deliverable options.

⁵ Pre-printed forms for report cards can only be printed using supported laser printers. Dot-matrix printers are not supported. Skyward software requires client access to run Microsoft products Excel and Word.

One (1) license of Crystal Reports 2011 must be purchased from Skyward to use Crystal within Skyward's Custom Reports option.

Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.

Skyward's IT Services can provide you more information including cost and installation of an SSL certificate for your district.

⁶ Prior to the acceptance of the proposal Skyward must verify web access to your server. If not available, Skyward will provide a quote for on-site installation and setup.

Pricing footnotes continued on following page

Pricing Footnotes, continued from previous page

⁷ Depending on your needs and budget, Skyward offers multiple consulting packages.

Gold packages and above include additional training time that will enhance discussions regarding best practice implementation in the district and will occur prior to training.

Silver Package

Deliverables: Completed Database Setup Document

Gold Package

Includes the Silver Package, plus: systems / core overview meetings, knowledge transfer from consultant to trainer and presentation of Quick Start Guide sample.

Deliverables: Completed Database Setup Document, consulting overview / information gathering documents

Platinum Package

Includes the Gold Package, plus: on-site in-depth Core system(s) review for each core module, overview of purchased sub-module, on-site or web meeting(s) prelim data verification, presentation of Quick Start Guide sample and identify district needs for guides and district staff responsibilities and consultant provides follow-up with district and trainers throughout the entire course of the project.

Deliverables: Completed Database Setup Document, module by module Consulting Findings document, including document regarding differences in expectations / needs and software capabilities, customized training agenda as necessary, development of Quick Start Guides - co-create for one process.

Diamond Package

Includes the Platinum Package, plus: on-site in-depth System / Core overview and Fit-Gap identification by module, in-depth sub-module consultation and Fit-Gap, on-site prelim data verification, acceptance testing criteria creation, acceptance testing, present Quick Start Guides and consult on processes in development and post implementation consultation (Advanced / Best Practices).

Deliverables: Completed Database Setup Document, customized training agendas, Fit-Gap items tracking document and acceptance testing criteria, pre and post implementation commentary.

⁸ The third-party software is sold in 12 month increments.

Open Edge Management will auto-renew on the anniversary date of installation for subsequent 12-month periods.

The student count will be adjusted to reflect changes in total student population at the end of the term.

Server Requirements:

Open Edge Management cannot be installed on your current Skyward Servers.

This section describes the hardware and software requirements to run Open Edge® Release 10.2B on the following supported platforms:

- Windows Server 2008 (32-bit and 64-bit)
- Microsoft Server 2003 (32-bit and 64-bit)
- Supports Virtual Servers using VMware ESX or ESXi

Hardware Requirements:

- CPU - A minimum of 1GHz
- Memory — A minimum of 1GB
- Hard disk drive – A minimum of 100GB

Services Description:

Installation / Training will be performed remotely using iLinc:

- Install / Configure Open Edge Management Server Console
- Configure Open Edge Management monitoring agent on Skyward Servers

⁹ Skyward will bill for Disaster Recovery in Year 1 in the amount of \$10,420. ISCorp will bill for Disaster Recovery directly in subsequent years.

¹⁰ **Training for Crystal Reports 2011 is not included on this proposal.**

The Upgrade Annual License Fee (ALF) provides investment protection to the customer with product updates from Business Objects, and patch/hot-fix downloads from the Crystal website.

Customers are encouraged to purchase the ALF which will ensure they are always on the most recent version. Skyward can not guarantee reports will function if a customer is not on the same release.

Phone calls and support use technical support hours or pay for time and materials.

Product will be shipped from Skyward. Pricing above does not include shipping charges. These charges will be billed to the customer.

This version of Crystal Reports is a "restricted" license. Usage of this license for data access must utilize your Skyward Database as the primary data source. For an unrestricted license, please contact your Skyward Account Executive.



Software Installation and Training

Web Hardware Scope of Work

- Installation of one (1) database server. Includes Progress installation, Skyward program installation, Monolith Setup, and backup script setup.
- Installation of one (1) program server. Includes Skyward program installation, configuring up to 2 clients, and Monolith product update feature.
- Installation of one (1) separate Webspeed server.
- Load and configure converted data (via the web).
- Training on Database administration.

Student Management Suite

Software Training Includes:	Classroom and On-Site Software Training			
	Max. Number of People Attending	Total Class Days at Skyward	Class Breakdown	On-Site Days
Student Management				
Application Setup			Web Setup	
Entity Setup			Web Training	
Educator Access	15	-	-	1
Inquiry Overview	15	-	-	5
Class I - Demographics & System	15	-	-	10
Class II - Current Year Schedules	15	-	-	5
Class IIb - Current Year Attendance	15	-	-	5
Class III - Grading	15	-	-	10
Class IV - Next Year Scheduling	15	-	-	10
Discipline			Web Training	
Athletic Eligibility			Web Training	
Educator Gradebook (Train the Trainer)				
Application Setup - Standards			Web Setup/Training	
Educator Gradebook - Standards	15	-	-	3
Application Setup - Secondary			Web Setup/Training	
Educator Gradebook - Secondary	15	-	-	5
Graduation Requirements			Web Training	
Fee Tracking	15	-	-	5
Health Records			Web Training	
PEIMS			Web Training	
Response to Intervention			Web Training	
Test Score Import			Web Training	
Family Access			Web Installation/Training	
SkyBuild Training			Web Training	
Total Student Management Suite Training Days:		0		59

Training detail continued on following page



Software Installation and Training, continued

System Wide Skyward Services and Software

Software Training Includes:	Classroom and On-Site Software Training			
	Max. Number of People Attending	Total Class Days at Skyward	Class Breakdown	On-Site Days
System Administration - Introduction	3		Web Training	
System Administration - Advanced Admin	3		Web Training	
Consulting Service - Student			Web Consulting Hours	
Consulting Service - Student	15	-	-	27.5
Open Edge Management			Web Training	
Crystal Reports 2011				
Application Setup			Web Setup	
Total System Wide Services and Software Training Days:		0		27.5

Training Footnotes

Skyward On-Site Training Policy. A maximum of **15** people may attend each on-site day unless otherwise noted in the training grid. Should more people attend the training over the numbers stated, the school district will be charged an additional \$200 for each person.

Lamar Consolidated ISD must have a representative in ALL training sessions to assist the Skyward trainer.

122714dtc

The daily on-site training rate of \$1,450 includes all expenses.

Web training allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location. This provides you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.

The **System Administration class** was designed to provide the information necessary to maintain and administer the Skyward system. This course will cover a full range of administrative tasks from basic to advanced levels including terminology, database administration tasks, server administration, and web application administration.

The training for **Educator Gradebook** is based on a 'Train the Trainer' approach. Skyward trainers will provide in-depth training to a select group of district members designated for training remaining district staff on this software module.

State Reporting Training - Student Management Suite

The Student Management Suite State Reporting Training for your district will consist of the following:

Federal

- Setup of CRDC Extract

Texas

- Post data migration code cleanup / verification / system setup
- PEIMS Data Element location review
- PEIMS processing review
- TReX processing review
- PET processing review
- Various other state reports processing review
- Follow-up Q&A for PEIMS before October 1
- Follow-up for all other state reports



Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact your customer service representative, Andy Thompson, at 1-800-266-4669.

School Technology Associates, Inc. has worked with Skyward for over 18 years and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Food Service, Fixed Assets, and TrueTime software. All items have been completely tested by Skyward and are in use by other Skyward customers nationwide.

Dan Hoerl, President
School Technology Associates, Inc.
15134W Pierce Lane
Stone Lake, WI 54876
(612) 860-8960 - Cell Phone

Your one-stop source for your Skyward needs.
(877) 436-4657 - Toll Free Order Line
(877) 466-7157 - Toll Free Fax Line
www.k12sta.com

ASP Readiness Review

As you consider Skyward's ASP hosting services, we can provide your district with an initial readiness review to ensure your district's internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Third Party Financing Options

Value of System: \$ 820,203.80

You can spread the cost of the system for 4 years for an annual cost as low as \$222042. Payments can be deferred for up to one year thus putting your payment into the next fiscal budget and not affect your current budget.

The above payments are for budgetary purposes. To get an exact quote that fits your specific needs please contact Ed King at Government Capital Corporation, 1-817-722-0236 or ed@govcap.com. www.govcap.com

Additional Benefits:

- Additional equipment related to this project can also be financed
- You determine the structure of the payments
- Simple documentation with no application to complete
- No additional fees
- Prepayment options

5.31.07

Annual License Fee Information

Your Annual License Fees Include:

- Two (2) product updates yearly
- User Group directed state reports ¹
- Unlimited 800 customer service software support
- Localized training sessions
- Quarterly corporate newsletter

¹ For a complete list of our all supported state reports, please visit <http://www.skyward.com/StateReports> and choose your state.

Terms and Conditions

- See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized District representative.
- The Sales Agreement will be sent to you for execution.
The Sales Agreement page must be executed by both Skyward and an authorized District representative to be valid.



TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

This information is distributed exclusively by Skyward, Inc. It is to be used by the Lamar Consolidated ISD administrative staff only. Any copying or distributing of the proposal, or any part of the proposal, to sources outside the Lamar Consolidated ISD is prohibited without written consent, which shall not unreasonably be withheld, of Skyward, Inc.

Software

Classroom Training: Skyward classroom training shown in this proposal is calculated on the basis that up to 3 people may attend each class (with initial software purchase). Classroom training is to be provided at the Skyward Branch Office. Skyward reserves the right to cancel due to low enrollment. Additional training may be purchased at the then-current price (currently \$275) per person, per class day.

On-site Training: On-site training is based on the school district having training facilities available. Additional on-site training may be purchased at the then-current rate (currently \$1,450 per day). Up to 15 people, per instructor, may attend the on-site training. One day of training consists of 6 hours on-site.

Lamar Consolidated ISD must have a representative in ALL training sessions to assist the Skyward trainer

122714dct

Skyward on-site training policy: A maximum of 10 people may attend each on-site day unless otherwise noted in the training grid. Should more people attend the training over the numbers stated, the school district will be charged an additional \$200 for each person.

Cancellation of Training Days: The customer must cancel 24 hours in advance of scheduled training. If the training is not cancelled according to this policy, the district will be billed for the scheduled classroom or on-site training.

Expiration of Training Days: The customer may utilize Classroom and On-Site training days, included with the purchase of Skyward software, for a period of up to twelve (12) months. The twelve-month period will commence upon implementation of each respective software module. Training days not utilized within the twelve-month period will expire and are non-refundable.

Skyward software systems will be installed by Customer Service Representatives. Schools running on an existing network installed by any other than Skyward must have their technical support person at the site to provide any assistance during the software loading. If no one is available, Skyward will bill the district at the then-current rate.

Skyward PaC software only supports printers with drivers written by Microsoft™. Third party drivers, other than Microsoft™, may not be supported. Skyward software uses Microsoft Word and Excel for exports and form letters within the software. It is the school Districts responsibility to have a licensed copy for each user that will use these features.

Data Mapping: Skyward data migrations do not include a data mapping deliverable (documentation on field association between previous system and Skyward tables / fields). If your district is interested in Skyward providing detailed data mapping documentation, please contact your Account Executive for a proposal on Data Mapping deliverable options.

Third Party Software and Hardware

Third party software and hardware proposals are for informational purposes only. Third party software and hardware prices should be verified by Customer prior to ordering software and hardware.

This proposal is being presented without a Technology Analysis from our Networking Engineers. Data gathered for this proposal was provided by your school district to Skyward. Any additional required services or hardware will be billed at our normal rates. To ensure accuracy we recommend a Skyward Technology Analysis be initiated prior to ordering.

In the event Skyward provides any third party software and/or hardware as part of this Agreement (i.e. Skyward procures, assembles, delivers and/or installs such software and hardware, or provides training), Customer agrees that it shall benefit by and be bound by any and all warranties, warranty limitations, license agreements, and any other rights and obligations provided by the third party software and/or hardware supplier to the purchasers and users of its products, whether provided in written or electronic format. Skyward will provide additional information on the manufacturers coverage and options upon request.

Skyward does not provide any warranties for third party software and hardware.

Payment Terms:

122714dct

1. Skyward One-Time Investment Fee:

30% Non-refundable payment due upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal.

70% Payment, non-refundable one year after the installation of the software, is due upon installation of software onto Customer's system or access to Skyward data through ASP.

2. Scheduling of installation

Installation of purchased software must occur within 12 months of the date Skyward receives PO. Payments made to Skyward (30% of One-Time) for uninstalled software will be converted to Technical Support Hours after this time. Purchases subsequent to this conversion will be quoted at the then-current price.

3. Professional Services

a. **Installation and Training Services** - Payment for all training and installation services due upon installation of any Skyward programs onto Customer's system.

b. **Project Management / Consultative Services** - Payment due upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal.

Project Management hours must be used within 24 months of purchase. Unused hours will be cancelled and are not refundable.

c. **Technical Support Hours** - Payment due upon execution of Software Agreement or Terms and Conditions.

Technical Support Hours purchased in the first or second quarter of the year will expire on March 31 of the following calendar year.

Technical Support Hours purchased in the third or fourth quarter of the year will expire on March 31 two calendar years later.

Any expiring hours will automatically be applied to the Customer's Annual License Fee invoice.

d. **Data Migration Fees** - Payment for all data migration services due upon installation of any Skyward programs onto Customer's system.

State data used for the data migration must come from one system.

e. **Hardware Implementation** - Payment due upon completion of hardware installation.

4. Annual License Fees - Initial Selection Below:

All Skyward Software Annual License Fees will begin 9/1/2013 and run through August 31 of the current fiscal year. Subsequent years will be billed on an August 31 fiscal year basis at the then-current rate and are due September 1.

Third Party Annual License Fees along with Skylert will be billed at a full year rate upon installation with subsequent years billed on an annual basis from the installation date.

In the event that your district would prefer the following Skyward Software Annual License Fee payment selection, please initial the area below:

___ All Skyward Software Annual License Fees will be billed in full for the current fiscal year. The portion of the ALF paid before the installation date will be automatically converted into Technical Support Hours. Subsequent years Annual License Fees will be billed on an August 31 fiscal year basis at the current rate and are due September 1.

Customers choosing to use a leasing or finance company must choose this option.

5. Hardware and Third Party Software - Payment due upon delivery.

6.1.2012

Acceptance of Proposal:

We agree to the terms and conditions as listed above:

First Day of Fiscal Year: _____

Customer Signature

Printed Name

Date

**CONSIDER APPROVAL OF VENDOR FOR
STUDENT MANAGEMENT SYSTEM SERVER**

RECOMMENDATION:

That the Board of Trustees consider approval of Keep IT Simple (KIS) Computer Center's proposal for a new Virtualized Server Host to be used for the new district Student Management System (SMS) in the amount of \$38,345 to include hardware, software, and professional services.

IMPACT/RATIONALE:

Pending board approval, the district will be implementing a new SMS. The technical demands for such a system require a very high-end, dedicated server.

PROGRAM DESCRIPTION:

As part of the evaluation process of the new SMS, Technology Services staff evaluated the challenges and benefits of either a hosted solution or locally hosting the SMS on a district server. It was determined that a locally-hosted solution was best for access to and control of data. Local hosting was also the less expensive solution in the long term.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



Lamar CISD

From: Vic Racioppi Phone # 201-377-8064 Fax # 510-933-1915		Date: October 24, 2012 Attn: Vince Lapetino Quote # 102412-lm-vm	
Product Description	Qty	Unit Price	Total
VMware Vsphere Enterprise Plus for Education Sector	4	1,905	\$7,620
Vmware Vsphere Enterprise Plus support - 1 year basic support	4	426	\$1,704
Veeam Management Suite Enterprise - Educational Pricing w/1 year Maint	4	1,515	\$6,060
Dell R810 - (4) Intel Xeon 10C E7-2860 2.26GHz 24MB Cache - 256 GB RAM - 32x8GB 2Rx4 PC3L-1333MHz - Perc H200 RAID Controller - (2) 160GB 7.2k 2.5" SATA HD - (2) Intel Dual Port SFP+, 10GB NIC (Intel X520-DA2) - iDRAC Enterprise - (2) 1100W Power Supply - Sliding Ready Rails - Bezel - 3 Year Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD	1	20,890	\$20,890
KIS Professional Services for Configuration & Installation	16	130	\$2,080
		Sub-Total	\$38,345
		Tax	
		Total	\$38,345

CONSIDER APPROVAL OF PROJECTOR PURCHASES

RECOMMENDATION:

That the Board of Trustees consider approval of the purchase of projectors and installation services using bond funds dedicated to projector refresh not to exceed the amount of \$25,000. Purchases would be made from a district-approved vendor and using purchasing co-operative pricing.

IMPACT/RATIONALE:

There are currently classroom projectors that no longer work due to hardware or bulb failure. Depending on the projector age or quality, bulb replacement may not be financially advisable. These projectors need to be replaced in a timely manner as to minimize the impact on instruction.

PROGRAM DESCRIPTION:

The 2011 bond included funds for projector refresh throughout the district. This refresh will occur in planned multiple phases based on age and failure patterns of equipment. Upon approval, replacements for projectors that must be replaced ahead of their scheduled refresh time will be purchased.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: COLLEGE-READINESS TESTING REPORT, 2011-2012
Advanced Placement (AP) Testing
Spring 2012**

Overview

The College Board’s Advanced Placement (AP) program offers high school students the opportunity to participate in challenging college-level course work while still in high school. Students that elect to do so may receive credit hours in collegiate level course work recognized by thousands of colleges and universities across the nation. The Advanced Placement tests are given upon completion of their coursework in May.

With the exception Studio Art, each Advanced Placement test consists of multiple choice and free response sections, designed to match the depth, complexity, and rigor of two semesters worth of collegiate level course work. These tests are scored on a scale from 1 to 5, where a student earning a 5 is considered to be ‘extremely well qualified’. Conversely, a student who earns a 1 will earn a rating of ‘no recommendation’ by the College Board. Generally, many universities will give course credit to students that earn a score of 3 or higher.

Participation Data

The table below gives an overview of the number of LCISD students tested and how many tests were administered in the AP program from 2008 to the present.

TABLE 1: Advanced Placement Program Participation, 2008-2012										
YEAR	2012		2011		2010		2009		2008	
	Total No. Exams Given	Total Students Tested	Total No. Exams Given	Total Students Tested	Total No. Exams Given	Total Students Tested	Total No. Exams Given	Total Students Tested	Total No. Exams Given	Total Students Tested
LCHS	334	197	438	231	471	304	283	201	317	214
THS	141	102	203	111	221	132	212	123	165	111
FHS	462	280	472	246	420	256	378	231	445	273
GRHS	465	320	196	193	N/A	N/A	N/A	N/A	N/A	N/A
District	1402	899	1309	781	1112	692	873	555	927	598

Performance Data

The table below represents an overview in the number and percent of students earning a 3 or higher on AP exams from 2008 to the present. Many colleges and universities will accept AP exams with scores of 3 or higher towards granting college credit.

TABLE 2: Number and Percent of Students Earning 3 or Higher, 2008-2012										
YEAR	2012		2011		2010		2009		2008	
	Number of Students with 3 or Higher	Percent of Stus with 3 or Higher	Number of Students with 3 or Higher	Percent of Stus with 3 or Higher	Total No. of Scores 3 or Higher	Percent of Stus with 3 or Higher	Total No. of Scores 3 or Higher	Percent of Stus with 3 or Higher	Total No. of Scores 3 or Higher	Percent of Stus with 3 or Higher
LCHS	97	49.2%	116	50.2%	147	48.4%	133	66.2%	133	62.1%
THS	48	47.1%	53	47.7%	73	55.3%	75	60.5%	53	47.3%
FHS	205	73.2%	179	72.8%	169	66.0%	180	77.9%	189	69.2%
GRHS	203	63.4%	84	43.5%						
District	553	61.5%	432	55.3%	389	56.2%	388	69.9%	375	62.7%
State		47.9%		48.7%		50.7%		51.3%		50.5%
Nation		58.8%		60.2%		60.2%		61.1%		60.1%

The below disaggregated data tables show participation and performance in the AP testing program, by the subject of the exam administered for the spring 2012 administration and the performance at 3 or above on each exam.

TABLE 3: AP Participation by Exam, 2008-2012					
Exam	Number of Tests Taken 2007-2011				
	2012	2011	2010	2009	2008
Art History	1				
Biology	36	35	18	28	23
Calculus AB	78	49	84	52	98
Calculus BC	7	7	11	21	21
Chemistry	25	13	22	10	13
Chinese Lang and Culture	1	2			
Computer Science A	5	11	10	26	40
Computer Science AB				14	8
Comp. Govt. & Pol.		1			
Economics: Macro	47	90	48	35	17
Economics: Micro	1	6	5	1	
Eng. Lang. & Comp.	151	145	182	127	88
Eng. Lit. & Comp.	68	90	76	58	72
Environmental Science	38	57	12	1	
French Language	1	1			
German Language	1				
European History		32	22		
U.S. Government & Politics	94	118	122	49	92
Human Geography	198	227	154	152	153
Music Theory	22	14	7		
Physics B	7	16	10	6	3
Physics C: Mechanics		1			
Psychology	132	48	43	44	36
Spanish Language	58	27	23	33	15
Statistics	27	36	17	15	17
Studio Art: 2-D Design	1	1		3	
Studio Art: Drawing	1	2	3	3	1
U.S. History	156	131	102	103	118
World History	246	149	141	90	112

TABLE 4: Number and Percentage of LCISD Scores of 3 or Greater, 2008-2012										
	2012		2011		2010		2009		2008	
Art History	0	0%								
Biology	20	56%	18	51%	7	39%	11	39%	7	30%
Calculus AB	42	54%	20	41%	41	49%	35	67%	68	69%
Calculus BC	7	100%	2	29%	11	100%	17	81%	18	86%
Chemistry	14	56%	5	38%	6	27%	5	50%	6	46%
Chinese Lang and Culture	1	100%	2	100%						
Computer Science A	3	60%	9	82%	5	50%	16	62%	22	55%
Computer Science AB							11	79%	2	25%
Comp. Govt. & Pol.			1	100%						
Economics: Macro	33	70%	25	28%	11	23%	8	23%	7	41%
Economics: Micro	0	0%	1	17%	2	40%	1	100%		
Eng. Lang. & Comp.	109	72%	110	76%	133	73%	90	71%	61	69%
Eng. Lit. & Comp.	58	85%	66	73%	60	79%	41	71%	54	75%
Environmental Science	29	76%	18	32%	7	58%	1	100%		
French Language	1	100%	0	0%						
German Language	1	100%								
European History			16	50%	16	73%				
U.S. Government & Politics	50	53%	41	35%	53	43%	28	57%	52	57%
Human Geography	117	59%	85	37%	65	42%	98	64%	96	63%
Music Theory	7	32%	5	36%	5	71%				
Physics B	4	57%	5	31%	4	40%	1	17%	3	100%
Physics C: Mechanics			1	100%						
Psychology	68	52%	30	63%	22	51%	26	59%	13	36%
Spanish Language	39	67%	15	56%	16	70%	22	67%	8	53%
Statistics	16	59%	33	92%	15	88%	14	93%	14	82%
Studio Art: 2-D Design	1	100%	1	100%			1	33%		
Studio Art: Drawing	1	100%	2	100%	1	33%	1	33%	1	100%
U.S. History	90	58%	44	34%	63	62%	66	64%	56	47%
World History	123	50%	90	60%	54	38%	56	62%	62	55%

Demographic Data

The May 2012 administration of the Advanced Placement exams continued to mark significant growth in the representation of Hispanic students in the participation count. Please see the below table for a disaggregation of students by race/ethnicity.

TABLE 5: AP Participation by Ethnicity as Reported by Each Student, 2008-2012					
Ethnicity	2012	2011	2010	2009	2008
African American	99	105	78	50	46
Hispanic	221	167	120	100	115
Asian	126	103	92	53	40
White	393	360	354	324	368
Other or Unidentified	60	46	48	26	29

The table below illustrates AP exam participation by grade level:

Grade Levels	2012 Participants	2011 Participants	2010 Participants	2009 Participants	2008 Participants
9 / 10	476	379	292	242	269
11	251	194	193	161	151
12	159	190	175	130	165
Unstated	13	18	32	22	13

American College Testing (ACT) Participation and Performance Senior Class of 2012

Overview

The American College Testing (ACT) program offers one of the two comprehensive assessment programs LCISD students can use for college admissions purposes. The ACT is comprised of four subtests to measure student abilities in the following areas: English, mathematics, reading and science. The English test measures a student’s ability to make decisions relating to writing strategy, composition organization, and prose. The mathematics test is designed to assess the depth of mathematics reasoning skills a student should have attained by the start of twelfth grade. The reading portion of the assessment measures reading comprehension, the ability to draw conclusions, and make comparisons and generalizations. Finally, the science test measures a student’s ability to interpret, analyze, evaluate, and reason in course work in the natural sciences.

All of the ACT tests are measured on a scale of 1 to 36 points in increments of tenths of a point. Additionally, student scores are averaged to form a composite score.

Participation Data

The table below summarizes the growth of student participation in the ACT program from 2008 to 2012:

	2012	2011	2010	2009	2008
LCHS	174	145	141	116	128
THS	145	111	125	105	91
FHS	185	221	181	174	159
GRHS	2				
Dist	506	477	447	395	378
State	110180	101569	92615	82640	79050
Nation	1666017	1623112	1568835	1480469	1421941

Performance Data

The tables below summarize LCISD student performance by each high school, district, state and national averages.

	English					Math					Reading					Science					Composite				
	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008
LCHS	18.6	19.5	18.8	19.0	18.4	20.6	20.4	20.6	20.1	19.1	20.2	20.4	20.2	19.7	19.3	20.2	20.7	20.4	20.4	19.5	20.0	20.4	20.1	20.0	19.2
THS	16.5	17.3	17.8	17.7	17.9	18.8	19.8	19.0	19.9	19.3	17.9	18.5	18.8	18.7	19.0	19.0	19.6	19.7	19.6	19.5	18.2	18.9	19.0	19.1	19.1
FHS	21.8	21.2	21.5	21.4	21.1	23.1	22.6	22.3	22.3	22.7	23.0	21.7	21.8	22.4	22.2	22.7	21.5	21.7	21.7	21.7	22.8	21.9	22.0	22.1	22.0
GRHS	17.5					19.5					22.5					19.5					20.5				
Dist	19.2	19.8	19.6	19.7	19.4	21.0	21.3	20.9	21.0	20.7	20.6	20.5	20.4	20.6	20.5	20.7	20.8	20.7	20.7	20.4	20.5	20.7	20.6	20.7	20.4
State	19.6	19.6	19.7	19.9	19.8	21.4	21.5	21.4	21.3	21.2	20.8	20.7	20.8	20.9	20.9	20.8	20.8	20.9	20.6	20.5	20.8	20.8	20.8	20.8	20.7
National	20.5	20.6	20.5	20.6	20.6	21.1	21.1	21.0	21.0	21.0	21.3	21.3	21.3	21.4	21.4	20.9	20.9	20.9	20.9	20.8	21.1	21.1	21.0	21.1	21.1

Demographic Data

The table below summarizes the demographic disaggregation of students that took the ACT from 2008 to 2012.

	Number of Participants and Percentage										Average Composite Score				
	2012		2011		2010		2009		2008		2012	2011	2010	2009	2008
	Count	%	Count	%	Count	%	Count	%	Count	%	Score	Score	Score	Score	Score
Af-Amer	117	23%	116	24%	117	26%	88	22%	97	26%	17.6	17.8	17.7	17.2	17.7
Hispanic	133	26%	117	25%	90	20%	82	21%	85	22%	19.2	22.8	19.4	19.2	18.7
White	204	41%	191	40%	187	42%	181	46%	152	40%	22.8	19.1	22.6	22.9	22.7
Other or Not Responding	52	10%	53	11%	53	12%	44	11%	44	12%					
Total Number	506		477		447		395		378						

Historical Performance

The table below summarizes the historical performance of students on the ACT from perspective of the district, state, and national levels, including any gains or losses in performance at each level since 2008.

	ENGLISH			MATH			READING			SCIENCE			COMPOSITE		
	DIST	STATE	NAT	DIST	STATE	NAT	DIST	STATE	NAT	DIST	STATE	NAT	DIST	STATE	NAT
2008	19.4	19.8	20.6	20.7	21.2	21.0	20.5	20.9	21.4	20.4	20.5	20.8	20.4	20.7	21.1
2009	19.7	19.9	20.6	21.0	21.3	21.0	20.6	20.9	21.4	20.7	20.6	20.9	20.7	20.8	21.1
2010	19.6	19.7	20.5	20.9	21.4	21.0	20.4	20.8	21.3	20.7	20.9	20.9	20.6	20.8	21.0
2011	19.8	19.6	20.6	21.3	21.5	21.1	20.5	20.7	21.3	20.8	20.8	20.9	20.7	20.8	21.1
2012	19.2	19.6	20.5	21.0	21.4	21.1	20.6	20.8	21.3	20.7	20.8	20.9	20.5	20.8	21.1
Gains/Losses 2011 to Present	-0.6	0.0	-0.1	-0.3	-0.1	0.0	0.1	0.1	0.0	-0.1	0.0	0.0	-0.2	0.0	0.0
Gains/Losses 2008 to Present	-0.2	-0.2	-0.1	0.3	0.2	0.1	0.1	-0.1	-0.1	0.3	0.3	0.1	0.1	0.1	0.0

College Preference

Below are the top ten colleges and universities LCISD students chose to send their ACT scores to in 2012:

1. Texas A&M University – College Station
2. University of Houston – Main Campus
3. University of Texas at Austin
4. Sam Houston State University
5. Texas State University – San Marcos
6. University of Texas at San Antonio
7. Wharton County Junior College
8. Baylor University
9. Stephen F. Austin State University
10. Texas Tech University

Scholastic Aptitude Test (SAT) Participation and Performance Senior Class of 2012

Overview

The Scholastic Aptitude Test (SAT) is the second of the two comprehensive assessment programs that LCISD students can utilize for college admissions purposes. The SAT consists of three components: a critical reading test, a mathematics test, and a writing test. The critical reading portion – formerly known as the verbal section – includes short and long reading passages that require analysis. The math portion includes topics such as exponential growth, absolute value, functional notation, linear functions, and manipulations with exponents. Finally, the writing portion includes both multiple choice and essay components to assess grammatical and syntactical abilities. All SAT portions are scored on a scale of 200 to 800.

Participation Data

Shown in the table below, participation totals for the SAT have increased significantly from 2008 to 2012:

Campus	2012	2011	2010	2009	2008
LCHS	258	262	209	159	188
THS	95	136	128	118	134
FHS	323	369	251	243	282
District	676	767	588	520	604
State	172802	166012	148102	141733	137024
Nation	1664479	1647123	1547990	1530128	1518859

Performance Data

The tables below summarize LCISD student performance by each high school, the district, and compares them to the state and national averages.

Campus	Critical Reading					Math					Writing				
	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008
LCHS	481	477	478	476	488	503	492	499	489	493	470	474	474	475	489
THS	486	478	475	473	463	506	486	495	491	474	481	458	465	455	452
FHS	492	486	495	506	492	520	517	525	527	517	476	475	483	497	480
District	487	482	485	489	484	511	503	509	507	500	474	472	476	481	477
State	474	479	484	481	488	499	502	505	504	505	461	465	473	470	480
Nation	496	497	501	496	502	514	514	516	510	515	488	489	492	487	494

Demographic Data

The table below summarizes the demographic disaggregation of students that took the SAT between 2008 and 2012.

	2012	2011	2010	2009	2008
Afr Amer	144	183	123	101	111
Hispanic	141	189	132	114	146
Asian	49	42	41	34	32
White	307	321	267	248	286
Other or N/A	35	32	25	23	29

The table below summarizes student performance by ethnic group from 2008 to 2012.

Campus	Critical Reading					Math					Writing				
	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008	2012	2011	2010	2009	2008
Afr Amer	449	430	432	429	427	467	442	448	438	426	437	428	429	428	433
Hispanic	467	465	466	463	456	496	489	485	483	472	457	450	453	450	448
Asian	470	501	512	473	477	522	540	583	544	537	471	506	504	467	472
White	516	517	517	527	518	539	540	543	542	537	500	504	510	517	508

Historical Performance

The table below summarizes the historical performance of students on the SAT from perspective of the district, state, and national levels, including any gains or losses in performance at each level since 2008.

TABLE 15: Comparison of SAT Performance by District, State, and National Scores 2008 to 2012									
	CRITICAL READING			MATH			WRITING		
	DIST	STATE	NAT	DIST	STATE	NAT	DIST	STATE	NAT
2008	483	487	500	498	502	514	475	478	493
2009	488	484	499	506	504	514	480	473	492
2010	483	483	500	509	504	515	474	472	491
2011	482	479	497	503	502	514	472	465	489
2012	487	474	496	511	499	514	474	461	488
Gains/Losses 2011 to Present	5.0	-5.0	-1.0	8.0	-3.0	0.0	2.0	-4.0	-1.0
Gains/Losses 2008 to Present	4.0	-13.0	-4.0	13.0	-3.0	0.0	-1.0	-17.0	-5.0

College Preference

Below are the top ten colleges and universities LCISD students chose to send their SAT scores to in 2012:

1. University of Houston – Main Campus
2. Texas A&M University – College Station
3. University of Texas at Austin
4. Texas State University – San Marcos
5. University of Texas at San Antonio
6. Baylor University
7. Sam Houston State University
8. Texas Tech University
9. Stephen F. Austin State University
10. Houston Baptist University

Resource Persons: Brian Moore, Director of Research and Accountability
 Dr. Walter Bevers, Executive Director of Secondary Education

**INFORMATION ITEM: TEXAS ENGLISH LANGUAGE PROFICIENCY ASSESSMENT
SYSTEM (TELPAS) RESULTS, SPRING 2012**

TELPAS is administered to English Language Learners (ELLs) to provide information about the students' second language development in the areas of listening, speaking, writing, and reading. The results of these assessments are used to assist in making instructional decisions that support ELLs in progressing in, and eventually mastering English.

TELPAS assessments are designed to provide a measure of progress, indicating annually where each ELL is on a continuum of English language development. This continuum is divided into four proficiency levels: Beginning, Intermediate, Advanced, and Advanced High. The progress of students along this continuum is the basis of the TELPAS reporting system and is critical to help districts monitor whether ELLs are making progressive annual growth as they learn to listen, speak, write, and read in English.

All students are assessed for their abilities to listen, speak, and write English by trained teachers called raters. Each rater has received specialized training in state expectations called Proficiency Level Descriptors (PLDs), which describe the level of language attainment that ELL students exhibit for the work they are able to produce. Students at the Kindergarten and first grade levels are assessed in reading comprehension by using these PLDs to allow their raters to observe their level of English attainment. In second through twelfth grades, however, students are assessed for reading skills utilizing an online assessment.

Each student's TELPAS score includes a level of proficiency in each of the four development areas, as well as a composite score summarizing the overall performance. This composite score is weighted such that listening and speaking each count 5%, writing counts 15%, and reading counts 75%. The tables below summarize LCISD student performance for the spring 2012 administration:

TABLE 1: 2012 TELPAS Ratings, All Students					
	No. of Students Rated	Pct. Beginning	Pct. Intermediate	Pct. Advanced	Pct. Advanced High
Listening	3228	6%	17%	33%	44%
Speaking	3226	8%	21%	32%	39%
Writing	3195	14%	28%	32%	26%
Reading	3205	12%	17%	22%	49%
Composite	3185	11%	17%	24%	48%

	No. of Students Rated	Pct. Beginning	Pct. Intermediate	Pct. Advanced	Pct. Advanced High
Listening	1353	12%	28%	36%	24%
Speaking	1353	17%	31%	30%	22%
Writing	1349	28%	34%	23%	15%
Reading	1352	24%	28%	22%	26%
Composite	1349	23%	28%	23%	26%

	No. of Students Rated	Pct. Beginning	Pct. Intermediate	Pct. Advanced	Pct. Advanced High
Listening	1875	2%	9%	30%	59%
Speaking	1873	2%	13%	33%	52%
Writing	1846	4%	23%	39%	34%
Reading	1853	3%	9%	22%	66%
Composite	1836	2%	9%	25%	64%

Students reaching an Advanced High composite rating are considered to have attained English language proficiency. Pending other criteria, many of these students become eligible to exit their status as Limited English Proficient (LEP).

Continued improvement in the number of students that attain an Advanced High composite rating at the early grade levels is a critical feature of the federal requirements for evaluation of Title III programs under the Elementary and Secondary Act as reauthorized by No Child Left Behind.

Resource Persons: Brian Moore, Director of Research and Accountability
 Laura Lyons, Executive Director of Elementary Education
 Dr. Walter Bevers, Executive Director of Secondary Education

INFORMATION ITEM: 2012 HIGHLY QUALIFIED TEACHER REPORT

The federal Elementary and Secondary Education Act, as reauthorized No Child Left Behind, requires schools to report the progress that districts and individual campuses are making toward meeting the target that all core academic subject teachers are highly qualified. The requirements to be 'highly qualified' are that a teacher hold at least a bachelor's degree, hold a Texas teaching certificate, and demonstrate competency in the core academic subject area they are teaching. Competency may be demonstrated by college hours, an academic major in the subject taught, an appropriate examination, or a combination of professional development and college hours.

Ninety-nine percent of LCISD teachers currently meet the NCLB standard. The following campuses, for the following reasons have a teacher who does not meet NCLB guidelines:

- Open position filled by a substitute that is not highly qualified:
 - Pink Elementary
 - Velasquez Elementary
- Teacher has not yet met highly qualified status:
 - Terry High School

The district continues its efforts to maintain highly qualified staff. The enclosed table gives an overview of the percentage of classes taught by highly qualified teachers and professional development efforts.

Resource Persons: Dr. Walter Bevers, Executive Director of Secondary Education
Laura Lyons, Executive Director of Elementary Education
Brian Moore, Director of Research and Accountability
Mary Pena, Certification Specialist

	Percentage of Classes Taught by HQ Teachers (Target 100%)		Percentage of Teachers Receiving HQ Professional Development (Target 100%)	
	2012-2013	2011-2012	2012-2013	2011-2012
District	99%	99%	100%	100%
Non-Title I Campuses				
Foster High School	100%	98%	100%	100%
George Ranch H S	100%	100%	100%	100%
Briscoe Jr. High	100%	99%	100%	100%
Reading Jr. High	100%	100%	100%	100%
Wertheimer Middle	100%	100%	100%	100%
Austin	100%	100%	100%	100%
Campbell	100%	100%	100%	100%
Dickinson	100%	100%	100%	100%
Frost	100%	100%	100%	100%
Hubenak	100%	100%	100%	100%
Huggins	100%	100%	100%	100%
Hutchison	100%	100%	100%	100%
McNeill	100%	100%	100%	100%
Williams	100%	100%	100%	100%
Special Sites				
ALC	100%	100%	100%	100%
Community Center	Not Applicable	Not Applicable	100%	100%
Juvenile Detention Center	Not Applicable	Not Applicable	100%	100%
Title I Campuses				
Lamar High School	100%	98%	100%	100%
B. F. Terry High School	99%	99%	100%	100%
George Jr. High	100%	100%	100%	100%
Lamar Jr. High	100%	100%	100%	100%
Navarro Middle	100%	100%	100%	100%
Wessendorff Middle	100%	95%	100%	100%
Beasley	100%	100%	100%	100%
Bowie	100%	100%	100%	100%
Jackson	100%	100%	100%	100%
Long	100%	97%	100%	100%
Meyer	100%	100%	100%	100%
Pink	96%	100%	100%	100%
Ray	100%	100%	100%	100%
Seguin ECC	100%	100%	100%	100%
Smith	100%	100%	100%	100%
Thomas	100%	100%	100%	100%
Travis	100%	100%	100%	100%
Velasquez	91%	100%	100%	100%

INFORMATION ITEM: PARENT INVOLVEMENT

Parent Involvement

Parent Involvement Week (November 12-16) activities are planned for each campus to invite parents to visit and volunteer at their child's campus. Parent Involvement Month campus and district activities during November are posted on each individual school and PTO/PTA websites, as well as on Facebook and Twitter.

There are several district-wide activities that have been implemented. They include:

- district-wide parent programs such as Veterans' Day; additional programs are planned on each campus during the month of November based on parent interest.
- LCISD district web page—posted information on Parent Involvement activities.

Volunteers in Public Schools

The Volunteers in Public Schools (VIPS) program currently has 4,653 volunteers assisting LCISD campuses. Each campus may have a Volunteer Coordinator who implements volunteer training and oversees parental involvement activities.

Common Threads

Common Threads has assisted over 2,159 students with clothing, backpacks, shoes, and school supplies since August 13, 2012.

The winter clothing distribution began on November 5th. Students will receive long-sleeved shirts, a jacket and/or uniform coat, and pants. Underwear and socks are given out based upon availability.

Parent Liaisons

There are four Parent Liaisons working to increase parent involvement at three Title I campuses. The campuses are Ray, Travis, and Lamar HS. Terry HS and Lamar HS also have Parent Educators on site.

The Parent Liaison's role is to:

- involve and encourage parent participation in their child's education;
- provide valuable learning opportunities for parents to implement at home;
- encourage communication between parents and school personnel; and
- create parental awareness of school policies, procedures, and programs.

In addition, Parent Liaisons help implement the following campus activities:

- facilitate parent workshops and information sessions;
- help plan and implement activity nights such as math/reading/science nights and weekend projects (fun/educational craft projects for parents/child to work on at home);
- provide campus and community resources to parents via newsletters or email lists;
- translate information and assist with translating during school meetings as needed; and
- promote participation in PAC and SBMT.

Resource Persons: Jill Duban, Parent Involvement Facilitator
Mike Rockwood, Executive Director of Community Relations

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF OCTOBER 31, 2012)**

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

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
October 2012**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
11	\$ 124,282.66	\$ 27,743.72	\$ 31,640.67	\$ 183,667.05	\$ 91,201.44	\$ 51,999.63	\$ 33,081.22	\$ 7,384.76
10	\$ 21,829.72	\$ 6,068.31	\$ 4,017.08	\$ 31,915.11	\$ 16,318.47	\$ 8,553.39	\$ 5,511.25	\$ 1,532.00
09	\$ 10,698.56	\$ 3,896.52	\$ 1,818.78	\$ 16,413.86	\$ 8,474.53	\$ 4,910.02	\$ 2,224.03	\$ 805.28
08	\$ 4,443.45	\$ 1,939.42	\$ 854.53	\$ 7,237.40	\$ 3,528.50	\$ 2,398.39	\$ 914.95	\$ 395.56
07	\$ 1,764.08	\$ 1,166.43	\$ 584.03	\$ 3,514.54	\$ 1,375.13	\$ 1,493.32	\$ 388.95	\$ 257.14
06	\$ 2,030.88	\$ 1,592.95	\$ 697.38	\$ 4,321.21	\$ 1,746.05	\$ 2,066.98	\$ 284.83	\$ 223.35
05	\$ 1,835.35	\$ 1,384.41	\$ 495.33	\$ 3,715.09	\$ 1,617.99	\$ 1,715.17	\$ 217.36	\$ 164.57
04	\$ 777.53	\$ 770.83	\$ 309.21	\$ 1,857.57	\$ 687.06	\$ 990.30	\$ 90.47	\$ 89.74
03	\$ 1,204.69	\$ 1,347.08	\$ 395.92	\$ 2,947.69	\$ 1,078.08	\$ 1,601.04	\$ 126.61	\$ 141.96
02	\$ 1,249.58	\$ 1,542.25	\$ 418.56	\$ 3,210.39	\$ 1,127.68	\$ 1,810.52	\$ 121.90	\$ 150.29
01	\$ 1,305.57	\$ 1,768.14	\$ 460.54	\$ 3,534.25	\$ 1,181.01	\$ 2,060.31	\$ 124.56	\$ 168.37
00	\$ 1,228.52	\$ 1,808.21	\$ 455.12	\$ 3,491.85	\$ 1,105.92	\$ 2,083.58	\$ 122.60	\$ 179.75
99	\$ 1,132.75	\$ 1,789.74	\$ 438.41	\$ 3,360.90	\$ 1,023.53	\$ 2,055.60	\$ 109.22	\$ 172.55
98	\$ 1,244.27	\$ 2,113.53	\$ 503.61	\$ 3,861.41	\$ 1,151.70	\$ 2,459.98	\$ 92.57	\$ 157.16
97	\$ 1,931.16	\$ 3,561.02	\$ 823.84	\$ 6,316.02	\$ 1,785.42	\$ 4,116.12	\$ 145.74	\$ 268.74
96	\$ 1,130.40	\$ 2,184.26	\$ 497.25	\$ 3,811.91	\$ 1,026.30	\$ 2,480.39	\$ 104.10	\$ 201.12
95	\$ 1,110.24	\$ 2,294.69	\$ 508.13	\$ 3,913.06	\$ 1,050.91	\$ 2,680.06	\$ 59.33	\$ 122.76
94	\$ 1,038.53	\$ 2,273.92	\$ 496.90	\$ 3,809.35	\$ 986.04	\$ 2,655.75	\$ 52.49	\$ 115.07
93	\$ 1,089.67	\$ 2,515.57	\$ 540.83	\$ 4,146.07	\$ 1,044.49	\$ 2,951.99	\$ 45.18	\$ 104.41
92	\$ 1,101.18	\$ 2,674.20	\$ 566.23	\$ 4,341.61	\$ 1,081.11	\$ 3,191.72	\$ 20.07	\$ 48.71
91	\$ 398.40	\$ 1,019.44	\$ 212.71	\$ 1,630.55	\$ 389.22	\$ 1,208.70	\$ 9.18	\$ 23.45
90	\$ 357.94	\$ 958.70	\$ 197.49	\$ 1,514.13	\$ 332.91	\$ 1,089.17	\$ 25.03	\$ 67.02
89	\$ 302.50	\$ 843.98	\$ 171.97	\$ 1,318.45	\$ 253.19	\$ 878.41	\$ 49.31	\$ 137.54
88 & prior	\$ 278.30	\$ 809.85	\$ 163.20	\$ 1,251.35	\$ 226.88	\$ 823.41	\$ 51.42	\$ 149.64
Totals	\$ 183,765.93	\$ 74,067.17	\$ 47,267.72	\$ 305,100.82	\$ 139,793.56	\$ 108,273.95	\$ 43,972.37	\$ 13,060.94

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 10-31-12
12	\$ 136,145,655.46	\$ 1,135,434.20	\$ 137,281,089.66	\$ -	\$ -	\$ -	\$ -	\$ 137,281,089.66
11	\$ 1,526,426.10	\$ (8,141.30)	\$ 1,518,284.80	\$ 272,543.58	\$ 55,079.64	\$ 64,633.47	\$ 392,256.69	\$ 1,245,741.22
10	\$ 712,478.78	\$ 3,267.48	\$ 715,746.26	\$ 78,241.62	\$ 23,988.72	\$ 18,802.05	\$ 121,032.39	\$ 637,504.64
09	\$ 531,424.87	\$ (19,586.76)	\$ 511,838.11	\$ 24,083.60	\$ 19,121.20	\$ 11,354.98	\$ 54,559.78	\$ 487,754.51
08	\$ 360,340.24	\$ 1,083.93	\$ 361,424.17	\$ 17,985.80	\$ 6,379.09	\$ 1,402.68	\$ 25,767.57	\$ 343,438.37
07	\$ 287,280.27	\$ 764.46	\$ 288,044.73	\$ 2,650.95	\$ 1,747.24	\$ 857.09	\$ 5,255.28	\$ 285,393.78
06	\$ 222,534.53	\$ -	\$ 222,534.53	\$ 2,361.04	\$ 1,820.14	\$ 789.17	\$ 4,970.35	\$ 220,173.49
05	\$ 216,529.51	\$ -	\$ 216,529.51	\$ 2,422.71	\$ 1,889.19	\$ 685.52	\$ 4,997.42	\$ 214,106.80
04	\$ 134,192.21	\$ -	\$ 134,192.21	\$ 1,316.92	\$ 1,292.52	\$ 491.74	\$ 3,101.18	\$ 132,875.29
03	\$ 121,282.11	\$ -	\$ 121,282.11	\$ 1,338.15	\$ 1,463.83	\$ 417.87	\$ 3,219.85	\$ 119,943.96
02	\$ 106,981.89	\$ -	\$ 106,981.89	\$ 1,535.10	\$ 1,868.21	\$ 489.54	\$ 3,892.85	\$ 105,446.79
01	\$ 83,228.49	\$ -	\$ 83,228.49	\$ 1,452.28	\$ 1,910.48	\$ 460.57	\$ 3,823.33	\$ 81,776.21
00	\$ 71,500.23	\$ -	\$ 71,500.23	\$ 1,285.70	\$ 1,895.13	\$ 476.74	\$ 3,657.57	\$ 70,214.53
99	\$ 68,463.25	\$ -	\$ 68,463.25	\$ 1,246.23	\$ 1,975.85	\$ 483.35	\$ 3,705.43	\$ 67,217.02
98	\$ 58,230.23	\$ -	\$ 58,230.23	\$ 1,244.27	\$ 2,113.53	\$ 503.61	\$ 3,861.41	\$ 56,985.96
97	\$ 52,779.15	\$ (289.22)	\$ 52,489.93	\$ 1,968.90	\$ 3,631.98	\$ 840.15	\$ 6,441.03	\$ 50,521.03
96	\$ 50,566.35	\$ (285.58)	\$ 50,280.77	\$ 1,217.20	\$ 2,348.78	\$ 532.22	\$ 4,098.20	\$ 49,063.57
95	\$ 39,898.13	\$ -	\$ 39,898.13	\$ 1,158.96	\$ 2,387.88	\$ 526.39	\$ 4,073.23	\$ 38,739.17
94	\$ 31,443.94	\$ -	\$ 31,443.94	\$ 1,042.69	\$ 2,282.46	\$ 498.57	\$ 3,823.72	\$ 30,401.25
93	\$ 29,766.02	\$ -	\$ 29,766.02	\$ 1,089.67	\$ 2,515.57	\$ 540.83	\$ 4,146.07	\$ 28,676.35
92	\$ 27,735.63	\$ -	\$ 27,735.63	\$ 1,148.70	\$ 2,792.03	\$ 591.03	\$ 4,531.76	\$ 26,586.93
91 & prior	\$ 30,008.31	\$ 1,218.27	\$ 31,226.58	\$ 1,617.94	\$ 4,337.24	\$ 882.65	\$ 6,837.83	\$ 29,608.64
Totals	\$140,908,745.70	\$1,113,465.48	\$142,022,211.18	\$418,952.01	\$142,840.71	\$106,260.22	\$668,052.94	\$141,603,259.17

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

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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2012-13 TAX COLLECTIONS
AS OF OCTOBER 31, 2012**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 10-31-12	% OF BUDGET COLLECTED
2012	2012-13	\$139,195,507	\$0	0.00%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$418,952	18.22%
TOTAL		\$141,495,507	\$418,952	0.30%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF OCTOBER 31, 2012**

Exhibit E

SCHOOL YEAR TAX YEAR	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012
COLLECTION YEAR						
1 Orig. Levy	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655
1 Collections	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	-
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	1,135,434
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	272,544	
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	(8,141)	
3 Collections	\$ 267,371	\$ 248,471	\$ 368,541	78,242		
Adj. To Roll	\$ 21,693	\$ 96	\$ 67,079	3,267		
4 Collections	\$ 136,983	\$ 223,830	24,084			
Adj. To Roll	\$ 54,869	\$ 102,644	(19,587)			
5 Collections	\$ 170,751	17,986				
Adj. To Roll	\$ 115,743	1,084				
6 Collections	\$ 2,651					
Adj. To Roll	\$ 764					
TOTAL:						
COLLECTIONS	\$ 110,576,700	\$ 125,146,271	\$ 129,896,182	\$ 133,214,818	\$ 136,390,251	\$ -
ADJUSTED TAX ROLL	\$ 110,862,094	\$ 125,489,709	\$ 130,383,937	\$ 133,852,321	\$ 137,635,991	\$ 137,281,090
BALANCE TO BE COLLECTED	\$ 285,394	\$ 343,438	\$ 487,755	\$ 637,503	\$ 1,245,741	\$ 137,281,090
ADJ. TAXABLE VALUE	\$ 8,543,297,002	\$ 9,670,535,856	\$ 10,047,696,758	\$ 9,809,264,698	\$ 9,901,513,705	\$ 9,875,982,134
TOTAL % COLLECTIONS AS OF OCTOBER 31, 2012	99.7%	99.7%	99.6%	99.5%	99.1%	0.0%
TAX RATE	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Charlie Kalkomey Surveying (Ag Barn)	Application # 1	\$	9,500.00
Fort Bend Herald (Ag Barn)	Application # 1	\$	156.76
Gilbane (2011 Bond Program)	Application # 7	\$	47,595.00
Hellas Construction (Lamar HS)	Application # 1	\$	53,028.00
Hellas Construction (Lamar JHS)	Application # 1	\$	35,352.00
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 6	\$	3,721.17
PBK Architects (George Ranch HS Build Out)	Application # 5	\$	1,161.50
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 6	\$	6,169.67
PBK Architects (Polly Ryon Middle – Phase 2 – Reimb)	Application # 11	\$	323.12
PBK Architects (Trans Satellite Center – Sec Access - Berg)	Application # 8	\$	1,518.75
Terracon (Ag Barn)	Application # 1	\$	3,000.00
Terracon (Polly Ryon Middle)	Application # 6	\$	5,560.00
Winning Way Services (Natatorium)	Application # 1	\$	500.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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

Work Request Summary for October, 2012:

- The Department completed 1,259 requests with 120 new requests
- 33 were closed

Maintenance:

The Maintenance Department assisted by:

- Repairing a valve on the fire sprinkler system at Beasley Elementary
- Replacing a cracked toilet in the boy's dressing room at George Junior High
- Adding electrical components and installing a receptacle for a projector at Brazos Crossing and Hubenak Elementary
- Adjusting intercom PA system volume at Navarro Middle
- Resetting the intercom phone system at Wessendorff Middle
- Adding locks to six file cabinets at Beasley Elementary
- Correcting fire alarm system deficiencies at Jackson Elementary
- Replacing fire sprinkler system pressure gauges at Jane Long Elementary
- Replacing glass in six windows at Travis Elementary
- Repairing, priming, and painting a wall in the cafeteria at Navarro Middle
- Installing a new toilet paper dispenser in a restroom at Campbell Elementary
- Removing a couch from the roof at Campbell Elementary
- Installing a new pencil sharpener in classroom B-3 at Frost Elementary
- Installing new soap dispensers throughout the fieldhouse at Foster High
- Re-caulking the brick joints around the auditorium at Terry High
- Changing exterior weather head covers on plugs at the Transportation Satellite Center
- Changing the ice machine water filter in the training room at Lamar High
- Performing the quarterly lint trap filter cleaning at Foster High
- Changing the ice machine water filter at George Ranch High
- Inspecting the bleachers and tightening screws/bolts at the Reading Junior High football field
- Removing vines near the chillers at Huggins Elementary
- Installing a new keyboard tray at Seguin Early Childhood Center
- Removing/installing new signs in the front area at Seguin Early Childhood Center
- Changing ceiling tiles at Hubenak Elementary
- Painting two sets of paw prints at Hubenak Elementary
- Repairing a soap dispenser in the restroom by the gym at Austin Elementary
- Repainting three door frames at Austin Elementary
- Hanging a bulletin board in the counselors office at George Ranch High

- Installing three posts and signs at Transportation Satellite Center
- Installing a screen to a window at the Administration Annex
- Replacing a circulating pump for the hot water at Wertheimer Middle
- Repairing a booster heater in the kitchen at Navarro Middle
- Repairing the goggle sterilization cabinet in the science area at Terry High
- Responding to an after-hours call for a power failure at McNeill Elementary
- Adjusting the intercom speaker system volume at Wessendorff Middle
- Repairing a stall divider in a boy's restroom at Hubenak Elementary
- Removing a broken key from a lock at the Transportation Satellite Center
- Replacing two pressure gauges on the fire sprinkler system at Smith Elementary
- Repairing fire alarm system deficiencies at Wessendorff Middle
- Replacing a broken window at Frost Elementary
- Replacing the drain valves in the kitchen at George Ranch High
- Replacing a domestic water line circulating pump at Reading Junior High
- Repairing deficiencies related to the fire inspection at Pink Elementary
- Replacing the intercom system phone and display at Jackson Elementary
- Replacing the intercom system speaker wiring at the Natatorium
- Replacing back up batteries in the alarm system at Powell Point
- Caulking leaking windows at Pink Elementary
- Replacing broken glass at Hutchison Elementary
- Relocating the white board in classroom 1730 at Briscoe Junior High
- Replacing a diffuser in a light fixture in classroom 1530 at Briscoe Junior High
- Installing a new pencil sharpener in classroom 1721 at Briscoe Junior High
- Repainting a door frame at Briscoe Junior High
- Painting walls at Briscoe Junior High
- Hanging sound panels and cutting a white board to size at Lamar Junior High
- Hanging a white board in the Field House at Lamar High
- Installing a door stop at Brazos Crossing
- Replacing four new round seats on the cafeteria tables at Navarro Middle
- Replacing ceiling tile in the high ceiling at Wertheimer Middle
- Installing FRP in a custodial closet at Navarro Middle
- Repairing a paper towel dispenser at Jackson Elementary
- Repairing the rubber steps on the stage at Dickinson Elementary
- Installing a chair rail around a column at Bowie Elementary
- Repairing the ramp with new boards at the old Jane Long Gym
- Repairing seats in the auditorium at Jane Long Elementary

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Delivering copy paper to several classrooms, setting up cones in the front parking lot, adjusting tables in classrooms, and setting up for a program in the gym at Meyer Elementary

- Sweeping the bus porch area, vacuuming all entry door (mats), mopping up a spill in the front of gym, removing trash from the grounds area, and delivering chairs at Travis Elementary
- Cleaning up water from the mechanical room floor, replacing a toilet tissue dispenser, moving round tables, and a student desk, and cleaning the entry windows at Pink Elementary
- Picking up two rows of tables and chairs in the cafeteria for Rangerettes practice, opening the doors to the library for a Pro Grad meeting, and opening up for a theatre performance in the auditorium at Terry High
- Moving desks to classrooms, and replacing lights at Campbell Elementary
- Setting up for a meeting in the library, setting up tables in the gym, and delivering boxes to Huggins Elementary
- Moving desks and chairs, removing urine from the library floor, assisting in wiping tables in the cafeteria, moving boxes from the storage area, and moving a box of copy paper at Hubenak Elementary
- Removing trash from the grounds area, removing trash from the ISS room, helping boys with recycling campus wide, cleaning the front office windows, cleaning up flooded boys restroom, repairing a paper towel dispenser, and setting up chairs for a Sunday service at Wessendorff Middle
- Removing chairs and moving a file cabinet at Seguin Elementary
- Setting up for a parent meeting, unclogging a commode in the restroom, and cleaning a wall in the restroom at Alternative Learning Center
- Adding traffic cones to the front parking lot, replacing ceiling tiles in art room, delivering copy paper to several classrooms, and moving furniture to a new classroom at Meyer Elementary
- Cleaning vomit from the library and nurses office, delivering boxes to the PTA, cleaning entry door windows, and helping in the cafeteria due to no monitor at Hubenak Elementary
- Replacing lights in several classrooms at Campbell Elementary
- Vacuuming all entrances, picking up leaves, delivering newspapers, sweeping the bus porch, and adding trash bags to the outside trash cans at Travis Elementary
- Cleaning the hallway walls, dusting lights in the lounge area, moving boxes, adding tissue in several areas, and delivering chairs at Pink Elementary
- Delivering book shelves, removing tables from room 304, delivering boxes of copy paper to the office, and removing book shelves at Seguin Early Childhood Center
- Sweeping the cafeteria after a Cub Scout meeting, replacing lights in the kinder area, and lowering tables in the 5th grade area at Dickinson Elementary
- Setting up tables for a teachers meeting and a party in the cafeteria at Navarro Middle
- Rearranging tables in 215C, replacing light bulbs throughout, and dusting blinds in 115B at Brazos Crossing
- Opening the Library for a meeting, cleaning after a pep rally, picking up tables for the Rangerettes to practice in the cafeteria, and setting up for a church service at Terry High

- Cleaning the front entry windows, assisting students with a recycle pick-up, checking bathrooms periodically during the day, removing trash from the grounds area, and setting up for church service at Wessendorff Middle
- Setting up for a parent meeting, adding supplies and paper at the Alternative Learning Center
- Replacing lights throughout the building at Campbell Elementary
- Adjusting desks in several classrooms and moving desks/chairs at Meyer Elementary
- Cleaning windows in the front entrance, removing spots from walls in the cafeteria, adding items to the marquee, and used the micromatic machine on gym floors at Jackson Elementary
- Setting up the library for a principal's meeting, stop flooding in boys restroom, and cleaning a spill at Travis Elementary
- Removing vomit from library floor, removing feces from the restroom floor, setting up for a PTO meeting, cleaning the outside trash cans, and moving a table from a portable at Taylor Ray Elementary
- Delivering copy paper to each team leader, moving several tables, and setting up for Gifts and Galore at Dickinson Elementary
- Replacing toilet tissue and paper towel dispensers at Velasquez Elementary
- Mowing Lamar HS Block, Campbell, Dickinson, Austin, Frost, George Ranch Block, Administrative Annex, Brazos Crossing, and Band Road
- Setting up and cleaning Traylor Stadium after games
- Assisted by painting football fields for high school games
- Setting up and cleaning Traylor Stadium after a band competition
- Delivering tables to Meyer Elementary
- Picking up a grass hut from Reading Junior High and delivering to Band Road
- Delivering tables to the gym for college night at Terry High
- Delivering tables/chairs to the gym at Foster High for testing
- Delivering tables to Pink Elementary for a weekend event
- Delivering tables to Austin Elementary for a fall carnival
- Working on a gate at Seguin Early Childhood Center for fire drill escape route
- Providing ant control at Hubenak, Travis, Austin, Smith, Special Needs Center, Frost, Navarro Middle, and Hutchison
- Providing wasp removal at Frost, Seguin, Bowie, and Travis
- Providing rodent control at Beasley, Lamar High, Development Center, and Austin
- Attending pest control license renewal classes for three employees
- Assisting in scheduling Gillen's Pest Control Services at: Beasley, Bowie, Jane Long, Meyer, Smith, Travis, Wessendorff Middle, Williams, Brazos Crossing, Distribution, Maintenance, Transportation, 1621 Place, Warehouse, Commons, Special Needs Center, Campbell, Dickinson, Hutchison, Taylor Ray, Velasquez, and Ag Barn

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

Lamar CISD 2011 Bond Program Monthly Report



November 2012



Transportation Satellite

2006 Bond Program Projects

Transportation Satellite Facility

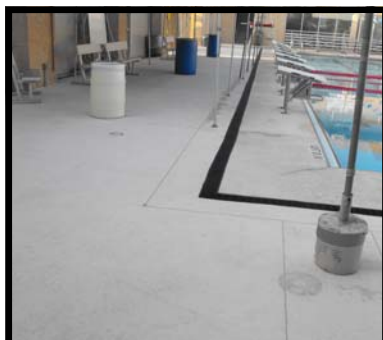
- Substantial completion was issued for the buildings April 30, 2012.
- Projected close-out is December 2012.
- LCISD now occupies the administrative building, mechanics area and covered parking areas.
- The City of Fulshear has annexed the substantially complete portion of the site (approximately 33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



Transportation Satellite

Transportation Satellite Secondary Drive

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



Natatorium Renovations

Natatorium Phase I Renovations

- Project complete and closed September 2012.

2011 Bond Program Projects

Agricultural Barn Renovations

- BLS Construction was approved by the LCISD Board as General Contractor for the renovations.
- Construction work started on October 29, 2012.
- Piers for new canopy have been drilled and poured.
- Demo of the existing restrooms is complete.
- Light pole bases have been poured.
- Electrical rough-in is in progress.
- Plumbing rough-in is in progress.



GRHS Build-Out

George Ranch High School Build-Out

- Substantial completion on the project was given August 13, 2012.
- Close-out documents and as-built drawings have been received.
- Projected closeout is November 2012.

Judge James C. Adolphus Elementary

- The concrete slab on grade is completed in ALL areas.
- Concrete curbs have been placed at 99% of the drive areas.
- Mezzanine concrete has been placed.
- Metal building erector has 100% of the framing in place.
- Installation of metal roofing panels is 90% complete.
- Roofing trim detail is 80% complete.
- Mason has commenced work on Area C & E.
- Mock up wall indicating all wall components is complete and has been approved by architect.
- Overhead hangers and straps for mechanical components are being installed.
- Fireproofing of metal building structure in Phase I is 100% complete and Phase II is 98% complete.
- Piping for fire protection is 55% installed.
- Air handler units have been placed on equipment pads and mechanical piping continues.
- Exterior wall waterproofing is 90% complete.
- Color finish board was delivered to the districts procurement department November 2, 2012.
- 99% of electronic submittals have been approved.
- Final cost of MUD for tap and usage fees was provided.



Judge James C. Adolphus ES

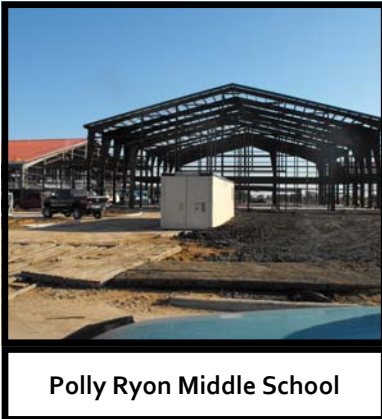


Judge James C. Adolphus ES

2011 Bond Program Projects

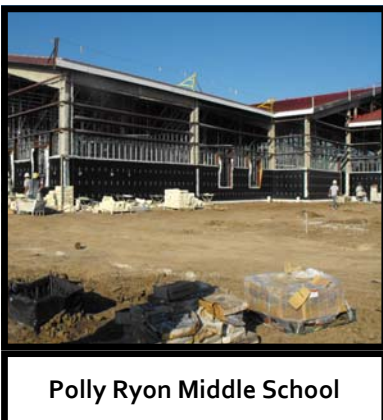
New Natatorium

- On October 25, 2012 planning and recommendation meeting was held with LCISD, Gilbane, and PBK in attendance.
- A recommendation of type (competition), location and five year plan of the district's Natatorium and Elementary School growth has been provided to the Board for discussion at the November Board meeting.
- The schedule is to have the new LCISD Natatorium operational by June 2014.



Polly Ryon Middle School

- Concrete paving is 95% complete.
- Concrete curbs have been installed on 75% of the paved areas.
- The topping slab is complete in all areas.
- Plans for the design of the new traffic signal have been submitted to TxDOT for review.
- Steel erection is complete in all areas.
- Roof panels and insulation are complete in areas A&B and 50% in C&D.
- Fireproofing of main frame structure in A&B is complete and 20% in C&D.
- Framing of exterior walls is complete in areas A&B.
- Interior wall framing is 75% in area B.
- Electrical/data rough-in continues in area B and mock-up classroom has been approved.
- Air handler units have been placed on equipment pads in areas A&B and mechanical piping is ongoing.
- MEP hangers are 80% in areas A&B.
- Fire sprinkler piping is approximately 40% complete.
- Installation of ductwork is 60% complete in areas A&B.
- Exterior waterproofing is complete in areas A&B.
- Exterior limestone is 30% complete in areas A&B.
- Cleanouts & floor drains have been installed in all areas.
- Mezzanine stairs have been installed.
- Finish selections have been finalized and forwarded to LCISD.
- Dormer framing is 90% complete.
- Structure for barrier free lift is being installed.



Traylor Stadium

- Open discussion meeting was held for Traylor Stadium renovations on October 25, 2012.

Bond Program Budget

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	51,092,779	27,202,252	23,890,527	10,423,427
LAND	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	-	21,168,000	-
TRANSPORTATION	6,100,779	-	6,100,779	-
EXISTING FACILITIES	23,794,075	2,366,608	21,427,467	1,346,609
MISCELLANEOUS	5,144,367	-	5,144,367	-
TOTAL	\$110,000,000	\$29,580,060	\$80,419,941	\$11,781,236