



Lamar Consolidated Independent School District  
Board of Trustees  
Tuesday, June 19, 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  
JUNE 19, 2012  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. National DECA Qualifiers
  - B. Technology Student Association National Qualifiers
  - C. State Skills Competition Qualifiers
4. Audience to patrons
5. Approval of minutes
  - A. May 15, 2012 Special Board Meeting 6
  - B. May 17, 2012 Regular Board Meeting 10
6. Board members reports
  - A. Meetings and events
7. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
  - C. Introductions
8. **ACTION ITEMS**
  - A. **Goal: Planning**
    1. Consider designation of Texas Association of School Boards delegate and alternate to the 2012 Texas Association of School Boards (TASB) fall convention 18
    2. Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors 19
    3. Consider ratification of Quarterly Investment Report 20
    4. Consider ratification of Financial and Investment Reports 27
    5. Consider approval of budget amendment requests 31
    6. Consider approval of donations to the district, including, but not limited to: 33
      - a. Campbell Elementary
      - b. Hutchison Elementary
      - c. Velasquez Elementary
    7. Consider approval of Names for New Elementary Schools, High School #5, and Junior High #5 34

8. Discussion of wine and beer permit at convenience store near school district property	36
9. Consider approval of deductive change order #1 and final payment for the paving improvement projects	39
10. Consider approval of copier contract	42
<b>B. Goal: Technology</b>	
1. Consider approval to purchase a firewall and internet content filter	57
<b>9. INFORMATION ITEMS</b>	
<b>A. Goal: Instructional</b>	
1. Quarterly Academic Update	58
2. Texas Assessment of Knowledge and Skills (TAKS) Results, Spring 2012	59
3. State of Texas Assessments of Academic Readiness - End of Course (STAAR-EOC) results, Spring 2012	61
<b>B. Goal: Planning</b>	
1. Appointment of Board Committees	64
2. Budget Workshop	65
3. Tax Collection Report	66
4. Energy Management Quarterly Report	72
5. Payments for Construction Projects	76
6. Region 4 Maintenance and Operations Update	78
7. Bond Update	82
8. Multi-year contracts for Insurance Products	86
9. Multi-year contracts for Student and Athletic Insurance coverage	87
<b>10. CLOSED SESSION</b>	
<b>A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)</b>	
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.	88
a. Approval of personnel recommendations or employment of professional personnel	89
b. Employment of professional personnel (Information)	92
c. Employee resignations and retirements	94
d. Consider employment of Principal for Wessendorff Middle School	98
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 14th day of June 2012 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek  
Secretary to Superintendent

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 15<sup>th</sup> day of May 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

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

**Members Absent:**

Sam Hopkins	Vice President
Frank Torres	Member

**Others Present:**

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

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

**3. AUDIENCE TO PATRONS**

Helen Veir urged the Board to open a discussion about retaining Honors level English III classes at LCISD for the 2012—2013 school year.

Jacob Balderas addressed the Board regarding the denial of a transfer for his child to attend George Ranch High School for the 2012 – 2013 school year.

Ms. Zacharias arrived at 6:38 p.m.

**4. PUBLIC HEARING – NAMING OF NEW LCISD SCHOOLS**

The meeting was open for community members to make suggestions and give information that they would like the Board to consider for the naming of new schools.

Lupe Arredondo Uresti, representing the Arredondo family, recommended the name of John Arredondo.

Jeannette Mathews recommended the name of Tommy Sue Foerster, former teacher of LCISD, for the new junior high school.

Frances Smart, representing the City of Fulshear, recommended the name of ChurchhillFulshear, Jr. for the name of the new high school and Sethora Bell West for the new junior high school.

Rita Miller recommended the name of Fletcher Morgan for the name of the new elementary school.

Diana Gordon Offord recommended the name of Thomas Wells for the new junior high school.

Paul Spellman made a second to the nomination of ChurchhillFulshear and included Jones Creek as a geographic name because it winds through so much of Fort Bend County. It was named for Randall Jones who lived along this creek. He also included the name of Nancy Stile Jones.

Pat Peloquin recommended that the Board consider naming Don Landes as the name for the Lamar Field House and recommended putting a process in place for naming other facilities around the district.

Sharon Wallingford recommended the name of Dean K. Leaman for the new high school.

Donnie Melton recommended the names of E.J. Nelson or E.J. and Roxie Nelson.

Lee Ann Lucky recommended the name of William Lucky.

Tece Stark recommended the name of Judge Jodie E. Stavinoha.

**Minutes of the Special Board Meeting of May 15, 2012 – page 3**

Vice President Hopkins nominated the name of Judge Jim Adolphus.

The Board will bring recommended names to the Board meeting in June.

**RECESS**

The Board recessed briefly.

**5. DISCUSSION OF MAY 17, 2012 REGULAR BOARD MEETING AGENDA ITEMS**

The Board reviewed the agenda of the May 17, 2012 Regular Board Meeting.

**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 for information
  - c. Employee resignations and retirements
  - d. Consider renewals for late hires
2. Section 551.072 – For the purpose of discussing the purchasing, 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

**ADJOURNMENT TO CLOSED SESSION**

The Board did not convene in Closed Session.

**RECONVENE IN OPEN SESSION**

**ADJOURNMENT**

The meeting adjourned at 8:00 p.m.



**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Michael Richard**  
**President of the Board of Trustees**

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**Karen Mendoza**  
**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 17<sup>th</sup> day of May 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
Sam Hopkins	Vice President
Karen Mendoza	Secretary
Dar Hakimzadeh	Member
Julie Thompson	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 Mr. Bevers and the pledge of allegiance was recited.

**3. RECOGNITIONS/AWARDS**

**a. Valedictorians and Salutatorians**

The Board recognized the 2012 salutatorians.

- Mikaela Sweet, Terry High School
- Elizabeth Ann Kellogg, Foster High School
- Conor Danaher, Lamar Consolidated High School

The Board recognized the 2012 valedictorians.

- Samantha Chapa, Terry High School
- Stephanie Y Tsai, Foster High School
- Alexandra Thom, Lamar Consolidated High School

Mr. Torres arrived at 7:02 p.m.

**4. AUDIENCE TO PATRONS**

Helen Veir urged the Board to revisit the decision that was made to eliminate Honors level classes at LCISD.

Cindy Gifford, owner of Tiny Steps Education Center, addressed the Board regarding the changes being made to the after-school program.

Kathryn Kaminski, owner and director of Gingerbread House Daycare Center, addressed the Board regarding the changes being made to the after-school program.

**5. APPROVAL OF MINUTES OF THE APRIL 19, 2012 REGULAR BOARD MEETING**

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees approve the minutes of the Regular Board Meeting of April 19, 2012. The motion carried unanimously.

**6. BOARD MEMBERS REPORTS**

□ **Meetings and Events**

Ms. Mendoza reported that the TASB Board of Directors approved the use of the association's fund balance to waive registration fees for TASB training events for board members and administrators for another year.

Ms. Zacharias gave an overview of the Technology Committee meeting.

Mr. Hopkins thanked Gilbane for taking care of the repairs on the sign in front of Lamar High School.

**7. SUPERINTENDENT REPORTS**

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

**8. ACTION ITEMS**

**8. A GOAL: PLANNING**

**8. A-1 Elect Board Officers to Serve from May 2012 to May 2013**

**President**

It was moved by Ms. Mendoza and seconded by Mr. Torres that Michael Richard be nominated as President of the Board of Trustees for the 2012—2013 year. The motion carried unanimously.

**Vice President**

It was moved by Mr. Richard and seconded by Mr. Hopkins that Karen Mendoza be nominated as Vice President of the Board of Trustees for the 2012—2013 year. The motion carried unanimously.

**Secretary**

It was moved by Mr. Hopkins and seconded by Mr. Torres that Julie Thompson be nominated as the Secretary of the Board of Trustees for the 2012—2013 year. The motion carried unanimously.

**AGENDA ITEMS FOR CONSENT OF APPROVAL: 8. A-2—8. A-13, 8.A-15, 8.B-1, 8. C-1 and 8. D-1**

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

**8. A GOAL: PLANNING**

**8. A-2 Consider Authorization to Use Current Facsimile Plates**

authorized the use of the current Board approved signatures on all checks drawn on district accounts for the maximum of 90 days to allow the administration time to order new facsimile signature plates for the President of the Board, Michael Richard, and the Secretary of the Board, Julie Thompson.

**8. A-3 Discussion and Approval of Proposed Dates for Regular Board Meetings and Workshops for the 2012 – 2013 School Year**

approved the following regular board meeting and workshop schedule for the 2012 – 2013 school year.

**Minutes of the Regular Board Meeting of May 17, 2012 – page 8**

**June**

19 Board Workshop  
21 Regular Board Meeting

**July**

17 Board Workshop  
19 Regular Board Meeting

**August**

14 Board Workshop  
16 Regular Board Meeting

**September**

18 Board Workshop  
20 Regular Board Meeting

**October**

16 Board Workshop  
18 Regular Board Meeting

**November**

13 Board Workshop  
15 Regular Board Meeting

**December**

18 Board Workshop  
20 Regular Board Meeting

**January**

15 Board Workshop  
17 Regular Board Meeting

**February**

19 Board Workshop  
21 Regular Board Meeting

**March**

19 Board Workshop  
21 Regular Board Meeting

**April**

16 Board Workshop  
18 Regular Board Meeting

**May**

14 Board Workshop  
16 Regular Board Meeting

The following conferences are scheduled for 2012 – 2013:

- TASB Summer Leadership Institute – June 14 -16, 2012 – San Antonio
- TASA/TASB Convention – September 28 - 30, 2012 – Austin
- TASA Midwinter Conference – January 27 – 30, 2013 – Austin
- TASB Winter Governance and Legal Seminar – March 7 – 9, 2013 – Corpus Christi
- National School Boards Association Conference – April 13 – 15, 2013 – San Diego, CA

**8. A-4 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**8. A-5 Approval of Budget Amendment Requests**

approved budget amendment requests as presented. (See inserted pages 8-A—8-B.)

**8. A-6 Consider Designation of Patsy Schultz, RTA as Tax Assessor-Collector for Lamar CISD for the period of September 1, 2012 through August 31, 2013**

designated Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated ISD for the period September 1, 2012 through August 31, 2013. (See inserted pages 8-C—8-H.)

**8. A-7 Approval of Bids for Dairy and Bread Products for 2012—2013**

approved Oak Farms Dairy as the vendor for dairy products, and Flowers Baking Co. as the vendor for bread products.

**8. A-8 Approval of Bids for Meats, Entrees, Frozen and Dry Goods for 2012—2013**

approved the meats, entrees, frozen and dry goods bid items marked by asterisk (\*) on the tabulations attached.

**8. A-9 Approval of Bids for Snack Foods and Food Service Chemicals and Paper for 2012—2013**

approved the snack foods, food service chemicals, and paper bid items marked by an asterisk (\*) on the tabulations attached.

**8. A-10 Approval of Donations to the District, including, but not limited to:**

- a. Foster High School**
- b. Briscoe Junior High School**
- c. Foster, George Ranch, Lamar and Terry High Schools**
- d. McNeill Elementary School**

approved donations to the district.

**8. A-11 Approval of Purchase of George Ranch High School Shell Space Furniture**

approved the purchase of furniture from JR, Inc., Carroll's Discount Office Furniture, and Educator's Depot for the George Ranch High School shell space.

**8. A-12 Approval of Event Catering**

approved all vendors who responded to the proposals for an annual contract for catering services.

**8. A-13 Approval of Change Order #1 for the Secondary Access Drive at the Satellite Transportation Center**

approved change order #1 in the amount of \$28,351.81 to Jerdon Enterprise and amend budget as necessary for the secondary access drive at the satellite transportation center.

**8. A-15 Discussion of Wine and Beer Permit at Convenience Store Near School District Property**

(Rosen Market located at 3401 Avenue H, Rosenberg, TX)

**8. B GOAL: INSTRUCTIONAL**

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

appointed the School Health Advisory Committee for the 2012—2013 school year.

**8. C GOAL: PERSONNEL**

**8. C-1 Approval of 2012—2013 Employee Report/End Date Table**

adopted the 2012—2013 Employee Report/End Date schedule as presented and approved begin and end dates for titles as indicated on the table. (See inserted pages 10-A—10-D.)

**8. D GOAL: TECHNOLOGY**

**8. D-1 Approval of Contracted Services for Kronos Project Management and Implementation Support**

approved a change order to Davidson Services, LLC for additional project management and support services relating to the KRONOS timekeeping system implementation and authorized the superintendent to amend the contract for services.

**8. A GOAL: PLANNING**

**8. A-14 Approval of CSP #13-2012 for the Tennis Court Resurfacing at Lamar High and Lamar Junior High Schools**

It was moved by Mr. Hopkins and seconded by Ms. Zacharias that the Board of Trustees approve Hellas Construction for the tennis court resurfacing project at Lamar Consolidated and Lamar Junior High Schools in the amount of \$113,200. The motion carried unanimously.

**INFORMATION ITEMS**

**9. A GOAL: PLANNING**

**9. A-1 Budget Workshop**

Jill Ludwig, Chief Financial Officer, presented the 2012—2013 Budget Workshop #1 with the following agenda:

- Fund Balance and Current Year (2011—2012) Update
- 2012 – 2013 Revenue Projection
  - Types of Revenue
  - Projected Totals
- 2012 – 2013 Expenditure Budget Status
  - The “Building Blocks”
  - Current Estimates
- Other Considerations/Challenges
  - Legislative Update
  - Budget Blueprint

**9. A-2 Tax Collection Report**

**9. A-3 Change in Pay Schedule for Non-Exempt Employees**

**9. A-4 Naming New Schools**

Results of the survey were shared. A selection of choices will be made at the next board meeting.

**9. A-5 Payments for Construction Projects**

**9. A-6 Region 4 Maintenance and Operations Update**

**9. A-7 Bond Update**

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

The Board adjourned to Closed Session at 8:17 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:40 p.m.

**EMPLOYMENT OF PERSONNEL**

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



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**Employed**

Amos, Michelle	TBD	Coordinator	After-School Program
Bible, Deborah	TBD	Assistant Principal	George Ranch High School
Black, Frederick	TBD	Assistant Principal	George Ranch High School

**Consider Renewals for Late Hires**

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve contract renewals for late hires as presented. The motion carried unanimously.

**Employed**

Jacobson, David	1 Year Probationary
Lozano, Horacio	1 Year Probationary
Byers, Rebecca	1 Year Probationary

**ADJOURNMENT**

The meeting adjourned at 8:42 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Michael Richard**  
President of the Board of Trustees

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**Julie Thompson**  
Secretary of the Board of Trustees

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS  
DELEGATE AND ALTERNATE TO THE 2012 TEXAS ASSOCIATION OF  
SCHOOL BOARDS (TASB) FALL CONVENTION**

**RECOMMENDATION:**

That the Board of Trustees designate \_\_\_\_\_ as the delegate  
and \_\_\_\_\_ as the alternate to the 2012 Texas Association of  
School Board fall convention.

**IMPACT/RATIONALE:**

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Karen Mendoza and our alternate was Rhonda Zacharias. The 2012 TASB/TASA Convention will be held in Austin, Texas, September 28 – 30, 2012.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION ON THE  
TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS**

**RECOMMENDATION:**

That the Board of Trustees approve the nomination of \_\_\_\_\_ for Position C on the Texas Association of School Boards (TASB) Board of Directors.

**IMPACT/RATIONALE:**

\_\_\_\_\_ has been a member of the Lamar CISD Board of Trustees since \_\_\_\_\_. \_\_\_\_\_ has been very active in TASB activities in our regional area and at the state level, having recently served on the Legislative Advisory Committee.

**PROGRAM DESCRIPTION:**

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as-needed basis, normally in conjunction with a Board meeting.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT  
MARCH 2012 THROUGH MAY 2012**

**RECOMMENDATION:**

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2012.

**RATIONALE:**

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

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

Recommended for ratification,



Dr. Thomas Randle  
Superintendent

**Lamar Consolidated Independent School District  
Quarterly Report of Investment Activity  
for the quarter ending May 31, 2012**

**Preface**

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period March 1, 2012 through May 31, 2012.

**Investment Strategy by Fund**

**GENERAL FUND STRATEGY:**

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

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

**DEBT SERVICE FUND STRATEGY:**

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

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

**CAPITAL PROJECTS FUND STRATEGY:**

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

Interest is payable on the outstanding bonds at rates varying from .16% (variable rate bonds) to 8.30%. As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

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

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

**INVESTMENT POSITION AT MAY 31, 2012**

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

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

**COST TO FAIR MARKET VALUE COMPARISON**

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of May 31, 2012. Pertinent details at May 31, 2012 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$15,591,382,233	\$15,592,440,655	.7182%

The weighted average maturity of the pool’s portfolio for May 2012 was 41 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$3,658,704,096	\$3,659,103,610	.7001%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2012 was 51 days.

MBIA, Texas CLASS	1.00	\$2,771,716,491	\$2,772,095,569	.9487%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2012 was 39 days.

Texas Term, Daily Fund	1.00	\$ 974,603,617	\$ 974,768,147	1.9228%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for April 2012 was 52.1 days.

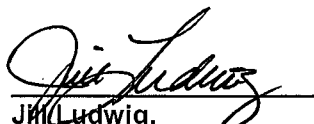
TexStar,	1.00	\$5,178,606,481	\$5,179,224,582	1.1173%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2012 was 48 days.

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

**We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending May 31, 2012. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.**

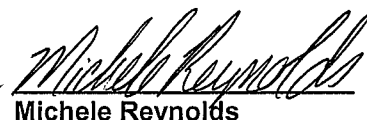
**Submitted by:**

  
 Jill Ludwig,  
 Chief Financial Officer

Date: 6/11/12

  
 Yvonne Dawson,  
 Budget & Treasury Officer

Date: 6/11/12

  
 Michele Reynolds  
 Director of Finance

Date: 6/11/12

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2012

INVESTMENT POOLS*	03/31/12	04/30/12	05/31/12
General Fund			
Texpool	94,891,306	86,150,632	73,934,943
Lone Star	2,610,911	2,611,184	2,611,462
Texas CLASS	15,281,604	15,284,775	15,288,128
Food Service Fund			
Texpool	792,762	792,834	2,292,955
Lone Star	90,259	90,268	90,278
Debt Service Fund			
Texpool	10,595,857	11,024,047	11,298,238
Lone Star	145,825	145,840	145,855
Texas CLASS	95	95	95
TexSTAR	9,139,400	9,322,222	9,323,230
Capital Projects Fund			
Texpool	23,515,979	23,516,407	23,520,903
Lone Star	22,043,644	22,045,953	22,048,305
Texas CLASS	11,001,722	11,004,005	11,006,419
TexasDaily	18,736,104	18,737,596	18,739,472
TexSTAR	50,713,983	50,056,638	48,537,100
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,335,083	870,231	825,371
Lone Star	719,009	719,084	719,161
Special Revenue Funds			
Texpool	53,109	53,114	53,120
Student Activity Funds			
Texpool	56,146	56,151	56,157
<b>Total Investment in Pools</b>	<b>261,722,738</b>	<b>252,481,076</b>	<b>240,491,192</b>
<b>Summary of Interest Earned by Month</b>			
Texpool	11,849	11,699	12,458
Lone Star	1,191	2,681	2,732
Texas CLASS	3,993	5,454	5,768
TexSTAR	2,967	5,374	6,343
Texas Term/Daily	686	1,493	1,875
<b>Total Interest Earned from Investment Pools</b>	<b>20,786</b>	<b>26,701</b>	<b>29,176</b>
<b>Average Yield by Month</b>			
Texpool	0.12	0.11	0.12
Lone Star	0.11	0.13	0.13
Texas CLASS	0.24	0.25	0.26
TexSTAR	0.10	0.11	0.13
Texas Term/Daily	0.10	0.10	0.12

\* See supplemental report attached for balances at May 31, 2012 and details of transactions.



LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2012

	<u>03/31/12</u>	<u>04/30/12</u>	<u>05/31/12</u>
<b><u>DEMAND DEPOSIT ACCOUNT BALANCES<sup>1</sup></u></b>			
General Fund	(180,893)	(884,767)	(196,017)
Special Revenue Funds (Combined)	1,796,390	2,801,262	281,142
Debt Service Fund	2,563	2,593	(942)
Capital Projects Fund	44,142	39,780	39,780
Workmen's Compensation and Health Insurance Trust Funds	642,740	535,905	476,129
Trust and Agency Funds, excluding Student Activity Funds	13,593	29,371	29,371
Student Activity Funds	1,748,894	1,779,538	1,779,538
<b>Total Demand Deposits/Cash on Hand</b>	<b><u>4,067,429</u></b>	<b><u>4,303,682</u></b>	<b><u>2,409,001</u></b>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	09/30/12	DEPOSITS	WITHDRAWALS	03/31/12	DEPOSITS	WITHDRAWALS	04/30/12	DEPOSITS	WITHDRAWALS	05/31/12
General Fund										
Texpool	105,415,020	1,871,301	(12,395,015)	94,891,306	2,389,341	(11,130,015)	86,150,632	784,326	(13,000,015)	73,934,943
Lone Star	2,610,634	277	-	2,610,911	273	-	2,611,184	278	-	2,611,462
Texas CLASS	15,278,434	3,170	-	15,281,604	3,171	-	15,284,775	3,353	-	15,288,128
Food Service Fund										
Texpool	792,665	77	-	792,762	72	-	792,834	1,500,121	-	2,292,955
Lone Star	90,249	10	-	90,259	9	-	90,268	10	-	90,278
Debt Service Fund										
Texpool	10,156,546	676,238	(236,927)	10,595,857	429,361	(1,191)	11,024,047	282,628	(6,437)	11,288,238
Lone Star	145,810	15	-	145,825	15	-	145,840	15	-	145,855
Texas CLASS	95	-	-	95	-	-	95	-	-	95
TexSTAR	3,006,031	12,263,583	(6,130,214)	9,139,400	185,584	(2,772)	9,322,222	1,008	-	9,323,230
Capital Projects Fund										
Texpool	1,515,437	22,000,542	-	23,515,979	428	-	23,516,407	4,496	-	23,520,903
Lone Star	42,986	44,000,813	(22,000,155)	22,043,644	2,754	(445)	22,045,953	2,352	-	22,048,305
Texas CLASS	1,034	22,001,271	(11,000,583)	11,001,722	2,283	-	11,004,005	2,414	-	11,006,419
Texas TermIDaily	2,235,417	16,500,687	-	18,736,104	1,751	(258)	18,737,596	1,876	-	18,739,472
TexSTAR	12,957,704	77,002,473	(38,246,194)	50,713,983	5,231	(662,576)	50,056,638	5,335	(1,524,873)	48,537,100
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	1,429,908	780,175	(875,000)	1,335,083	780,148	(1,245,000)	870,231	785,140	(830,000)	825,371
Lone Star	718,933	76	-	719,009	75	-	719,084	77	-	719,161
Special Revenue Funds										
Texpool	53,104	5	-	53,109	5	-	53,114	6	-	53,120
Student Activity Funds										
Texpool	56,140	6	-	56,146	5	-	56,151	6	-	56,157
<b>Total Investment in Pools</b>	<b>156,506,167</b>	<b>197,100,719</b>	<b>(91,884,088)</b>	<b>261,722,798</b>	<b>3,800,536</b>	<b>(13,042,258)</b>	<b>252,481,076</b>	<b>3,373,441</b>	<b>(15,363,325)</b>	<b>240,491,192</b>

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

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

### **PROGRAM DESCRIPTION:**

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

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

- Ratification of May 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:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

## SCHEDULE OF MAY 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 May total \$16,529,209 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,364,282
614	Employee Benefits	329,778
621	Professional Services	22,141
623	Education Services Center	22,992
624	Contracted Maintenance and Repair Services	305,861
625	Utilities	130,000
626	Rentals and Operating Leases	17,980
629	Miscellaneous Contracted Services	318,390
631	Supplies and Materials for Maintenance and Operations	317,028
632	Textbooks and Other Reading Materials	108,964
633	Testing Materials	5,840
634	Food Service	453,377
639	General Supplies and Materials	882,802
641	Travel and Subsistence -- Employee and Student	133,754
642	Insurance and Bonding Costs	3,917
649	Miscellaneous Operating Costs/Fees and Dues	765,924
659	Other Debt Services Fees	8,437
661	Land Purchase and/or Improvements	21,280
662	Building Purchase, Construction, and/or Improvements	1,168,297
663	Furniture & Equipment - \$5,000 or more per unit cost	94,855
129	Misc. Receivable/Alternative Certification Fees	1,273
131	Inventory Purchases	44,384
211	Prior Year Accounts Payable	4,683
217	Operating Transfers, Loans and Reimbursements	112
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,858
	<b>Total</b>	<b>16,529,209</b>

**PROGRAM DESCRIPTION:**

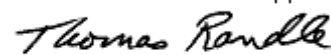
The report above represents all expenditures made during the month of May 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED I.S.D.  
GENERAL FUND  
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF MAY 31, 2012**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	104,785,889.00	101,785,658.00	(3,000,231.00)	97.1%
5800-STATE PROGRAM REVENUES	75,322,616.00	55,611,371.00	(19,711,245.00)	73.8%
5900-FEDERAL PROGRAM REVENUES	1,520,000.00	1,551,234.00	31,234.00	102.1%
<b>TOTAL- REVENUES</b>	<b>181,628,505.00</b>	<b>158,948,263.00</b>	<b>(22,680,242.00)</b>	<b>87.5%</b>
<b><u>EXPENDITURES</u></b>				
6100-PAYROLL COSTS	150,602,560.00	106,057,925.00	44,544,635.00	70.4%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,382,275.00	6,690,517.00	6,691,758.00	50.0%
6300-SUPPLIES AND MATERIALS	9,095,625.00	5,356,995.00	3,738,630.00	58.9%
6400-OTHER OPERATING EXPENDITURES	10,024,901.00	6,851,342.00	3,173,559.00	68.3%
6600-CAPITAL OUTLAY	555,180.00	238,547.00	316,633.00	43.0%
<b>TOTAL-EXPENDITURES</b>	<b>183,660,541.00</b>	<b>125,195,326.00</b>	<b>58,465,215.00</b>	<b>68.2%</b>

**Lamar CISD  
Local Investment Pools  
as of May 31, 2012**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	792,832.62	1,500,000.00	0.00	121.19	2,292,953.81
General Account	77,474,479.59	0.00	13,000,015.17	7,566.12	64,482,030.54
Capital Projects	0.00	0.00	0.00	0.00	0.00
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	14,394.40	767,280.00	780,000.00	34.72	1,709.12
Debt Service Series 1996	68.79	0.00	0.00	0.00	68.79
Debt Services Series 1998	0.00	0.00	0.00	0.00	0.00
Debt Service Series 1999	0.00	0.00	0.00	0.00	0.00
Debt Service Series 2004	2,534,352.47	0.00	7,037.07	267.62	2,527,583.02
Workmen's Comp	855,840.64	17,735.17	50,000.00	90.13	823,665.94
Property Tax	11,118,676.67	1,057,242.17	0.00	1,238.38	12,177,157.22
Vending Contract Sponsor	474,292.08	0.00	0.00	50.21	474,342.29
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	642,817.62	0.00	0.00	67.99	642,885.61
Debt Service Series 2007	1,963,475.31	0.00	0.00	207.76	1,963,683.07
Capital Projects Series 2005	1,515,708.57	0.00	0.00	160.38	1,515,868.95
Student Activity Funds	56,145.57	0.00	0.00	5.95	56,151.52
Taylor Ray Donation Account	14,719.51	0.00	0.00	1.59	14,721.10
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,112.33	0.00	0.00	5.61	53,117.94
Debt Service Series 2008	2,937,981.48	0.00	1,400.00	310.78	2,936,892.26
Powell Point Series 2003	13,815.05	0.00	0.00	1.48	13,816.53
Capital Projects 2012A	22,002,691.55	0.00	0.00	2,328.14	22,005,019.69

**Lone Star Investment Pool Government Overnight Fund**

Capital Projects Fund	5,008.57	0.00	0.00	0.53	5,009.10
Workers' Comp	719,084.55	0.00	0.00	76.69	719,161.24
Property Tax Fund	32,080.57	0.00	0.00	3.42	32,083.99
General Fund	2,581,514.87	0.00	0.00	275.32	2,581,790.19
Food Service Fund	90,268.09	0.00	0.00	9.63	90,277.72
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	43.63	0.00	0.00	0.00	43.63
Capital Project Series 1998	698.92	0.00	0.00	0.07	698.99
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,385.53	0.00	0.00	15.29	143,400.82
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.11	0.00	0.00	0.04	383.15
Capital Projects 2008	36,751.05	0.00	0.00	3.92	36,754.97
Capital Projects 2012A	22,003,110.57	0.00	0.00	2,346.63	22,005,457.20

**MBIA Texas CLASS Fund**

General Account	15,284,772.34	0.00	0.00	3,353.31	15,288,125.65
Debt Service Series 1998	90.83	0.00	0.00	0.00	90.83
Capital Project Series 1998	902.32	0.00	0.00	0.31	902.63
Debt Service Series 1999	1.22	0.00	0.00	0.00	1.22
Capital Project Series 1999	0.00	0.00	0.00	0.00	0.00
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	11,003,105.72	0.00	0.00	2,413.97	11,005,519.69

**TEXSTAR**

Capital Projects Series 2007	741.95	0.00	0.00	0.08	742.03
Debt Service Series 2008	3,188,594.60	0.00	0.00	344.63	3,188,939.23
Capital Projects Series 2008	11,576,158.02	0.00	606,313.59	1,220.86	10,971,065.29
Debt Service Series 2012A	6,098,446.98	0.00	0.00	659.13	6,099,106.11
Debt Service Series 2012B	35,182.61	0.00	0.00	3.80	35,186.41
Capital Projects Series 2012A	38,479,736.80	0.00	918,559.40	4,114.13	37,565,291.53

**TEXAS TERM/DAILY Fund**

Capital Projects Series 2007	2,235,639.42	0.00	0.00	223.78	2,235,863.20
Capital Projects Series 2008	140.38	0.00	0.00	0.01	140.39
Capital Projects Series 2012A	16,501,816.20	0.00	0.00	1,651.76	16,503,467.96

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>0.12</b>	<b>\$12,458.05</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>0.13</b>	<b>\$2,731.54</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>0.26</b>	<b>\$5,767.59</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>0.13</b>	<b>\$6,342.63</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>0.xx</b>	<b>\$1,875.55</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$29,175.36</b>
<b>EARNINGS 9-01-11 THRU 4-30-12</b>		<b>\$105,779.68</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$134,955.04</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Elementary Education is requesting a budget change to purchase equipment.

199-13	Curriculum and Instr. Staff Development	(1,500.00)
199-21	Instructional Leadership	(1,730.00)
199-61	Community Services	3,230.00

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The Curriculum Department is requesting a budget change to pay for the I-Math and I-Science academies.

199-11	Classroom Instruction	(31,760.00)
199-13	Curriculum and Instr. Staff Development	31,760.00



**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve donations to the district.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Campbell PTA donated \$7,666.02 to specials/grade level grants for supplies, computers, and STAAR resource materials at Campbell Elementary School.

Hutchison PTA donated \$25,000 to purchase and install a playground system at Hutchison Elementary School.

Velasquez PTO donated \$4,900 to purchase playground shade and ball toss at Velasquez Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NAMES FOR NEW ELEMENATARY SCHOOLS, HIGH SCHOOL #5, AND JUNIOR HIGH #5**

**RECOMMENDATION:**

That the Board of Trustees approve the names for new schools as:

Elementary #22 \_\_\_\_\_,  
Elementary #23 \_\_\_\_\_,  
High School #5 \_\_\_\_\_, and  
Junior High #5 \_\_\_\_\_.

**IMPACT/RATIONALE:**

In accordance with Board Policy CW (Local), the responsibility for naming facilities rests with the Board. School facilities shall generally be named for persons or places. If the name of a person is to be considered, that individual shall be deceased and should have attained prominence locally or nationally with local prominence taking precedence in the fields of education, science, art, statesmanship, political science, or military achievement, or having been an early Texas pioneer, or an outstanding president of the United States. If the name of a place is to be considered, the criteria should include historical relevance.

Students, staff, parents, and District residents have all submitted nominations for the Board to review. A booklet with all of the nominations and supporting material was provided as an external resource. Attached you will find the list of submitted names.

Submitted by:           Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Lamar CISD Nominations for School Names  
Elementary #22, Elementary #23, High School #5, and Junior High #5**

**Elementary**

Fletcher Morgan Jr.  
\*\*Cecile Foerster  
Mary B. Serb  
Tennie B. Mitchell  
Rosa Parks  
Anne Sullivan  
Nancy Stiles Jones  
\*Mary Ann (Molly) Goodnight  
\*Walter Marty Schirra Jr.  
\*Forest John Waterbury  
\*Lorenzo De Zavala

**Junior High School**

Coretta Scott King  
Tommy Sue Foerster  
Thomas Wells  
Jones Creek  
Sethora Bell West  
\*Marie Gaetzel  
\*Johnson Calhoun Hunter  
\*Clyde B. Kennelly  
\*Kuykendall  
\*Balke Mahler

**High School**

Lyndon B. Johnson  
Fulshear  
Churchill Fulshear Jr.  
Sam Houston  
William Barret Travis  
Amelia Earhart

**Either**

\*\*John M. Moore Sr.  
William (Billy) Lucky  
Jodie E. Stavinoha  
Randal Jones  
John Arrendondo  
\*Mora Evelyn Waddell Boone  
\*James Tijerina  
Randle Jones  
Dean Leaman  
\*\*EJ and Roxie Nelson  
Judge James C. Adolphus

\* Name was nominated in the 2006 Bond

\*\* Name was nominated both in 2006 Bond and 2011 Bond

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

SSP Beverage LLC is filing for a wine and beer retailer's off-premise permit/license for a proposed convenience store to be located at the southwest corner of Reading Road and FM 2218, Rosenberg, TX. According to the Texas Education Code, "the board of trustees of a school district shall attempt to provide a safe alcohol-free environment to students coming to or going from school. The board of trustees may cooperate with local law enforcement officials and the Texas Alcoholic Beverage Commission in attempting to provide this environment and in enforcing Sections 101.75, 109.33, and 109.59, Alcoholic Beverage Code. Additionally, the board, if a majority of the area of a district is located in a municipality with a population of 900,000 or more, may petition the commissioners court of the county in which the district is located or the governing board of an incorporated city or town in which the district is located to adopt a 1,000-foot zone under Section 109.33, Alcoholic Beverage Code."

Resource Person: Dr. Thomas Randle, Superintendent



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

**Tel:** 361.693.3735  
**Fax:** 361.693.3725  
ebonner@susser.com

May 10, 2012

Via Certified Mail - Return Receipt Requested

Office of the Superintendent  
**Lamar Consolidated Independent School District**  
Thomas Randle, Ed. D.  
3911 Avenue I  
Rosenberg, Texas 77471

RE: Application for Texas Alcoholic Beverage Commission Wine & Beer Retailer's Off-Premise Permit; Proposed convenience store to be located at the southwest corner of Reading Road and FM 2218, Rosenberg, Fort Bend County, Texas

Dear Dr. Randle:

This is to notify you, in accordance with The Texas Alcoholic Beverage Code, that an application is in process for a Wine and Beer Retailer's Off-Premise Permit for the above-referenced location. The name of the applicant is SSP Beverage LLC. This letter is formal notification to your office that a permit is being sought for this location and that the proposed premises are within 1,000 feet of the property lines of B.F. Terry High School located at 5500 Avenue N, Rosenberg, Texas.

Respectfully submitted,

**SSP Beverage LLC**

E.V. Bonner, Jr.

EVBjr:dbs

cc: Richard Bills  
Cedarwood Development VIA EMAIL

Texas Alcoholic Beverage Commission  
**Houston Regional Office**  
427 West 20th Street, Suite 600  
Houston, TX 77008-2497

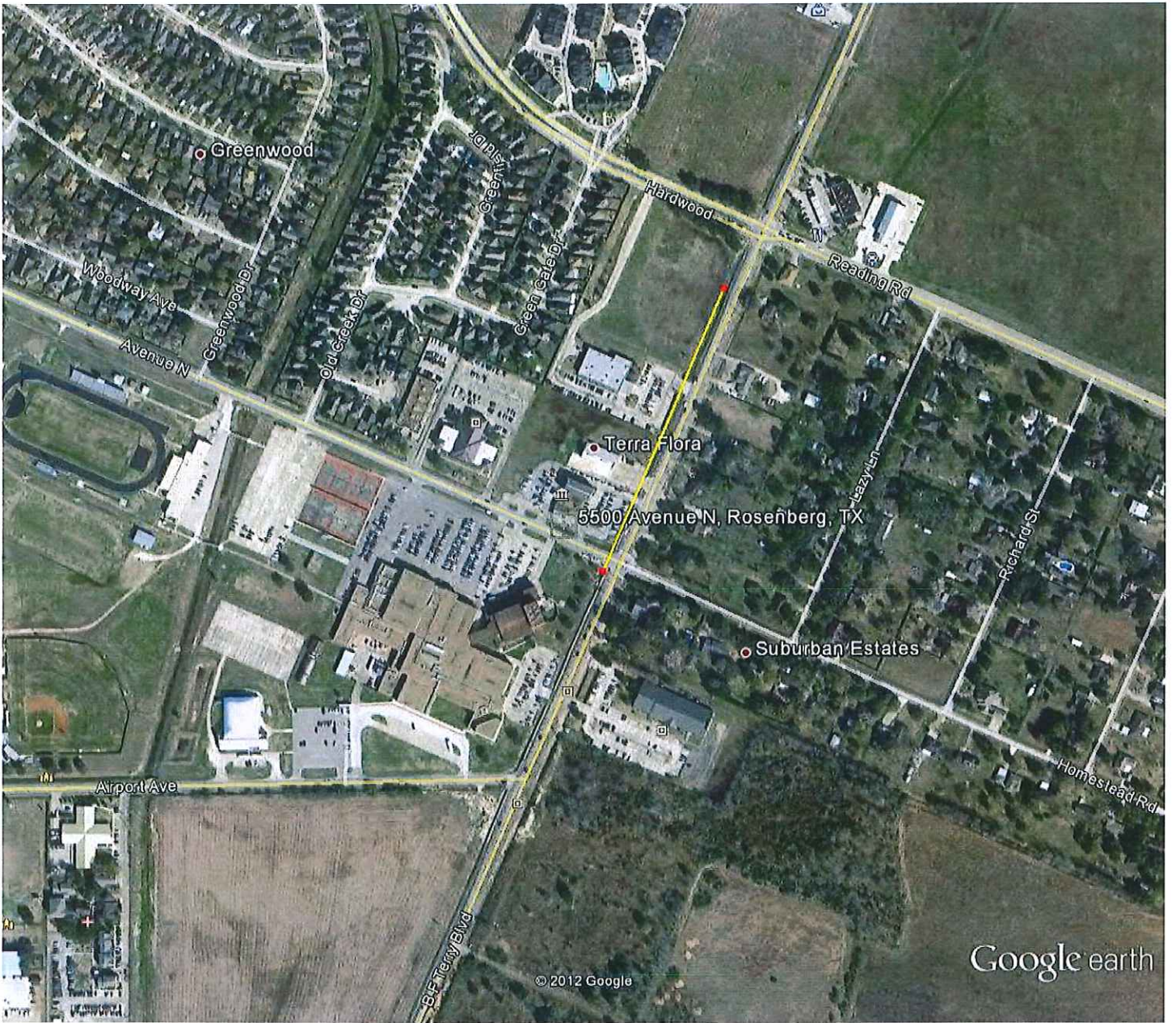
RECEIVED

MAY 14 2012

LAMAR CISD  
SUPERINTENDENT'S OFFICE







Google earth



**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL  
PAYMENT FOR THE PAVING IMPROVEMENT PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #1 in the amount of \$2,950.36 and final payment of \$32,084.48 to AAA Asphalt Paving for the paving improvement projects at Bowie Elementary, Smith Elementary, and George Ranch High schools.

**IMPACT/RATIONALE:**

AAA Asphalt was the contractor that added a much needed parking lot at Smith Elementary and at Bowie Elementary a new parent drop off drive was added to relieve the congestion caused by the traffic on the surrounding streets. AAA Asphalt also added the staging lanes at George Ranch High School that were removed from the original construction contract to provide a safer traffic flow for the circulation of vehicles at the school.

**PROGRAM DESCRIPTION:**

Upon approval AAA Asphalt will be paid 100% for the paving improvement projects at Bowie Elementary, Smith Elementary, and George Ranch High schools.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Phone: 713-965-0608  
Fax: 713-961-4571  
www.PBK.com

## CHANGE ORDER



**Number:** 1  
**Project:** Paving Improvements at Bowie ES, Smith ES and George Ranch HS  
**Project No:** 1147C  
**Date:** May 11, 2012

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**Owner:** Lamar Consolidated Independent School District  
**Contractor:** AAA Asphalt Paving, Inc.  
**Engineer:** PBK Engineers

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### DESCRIPTION OF CHANGES

Reduce Owner's allowance amount

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### CHANGE IN CONTRACT PRICE

Original Contract Sum .....	\$672,703.77
Net Changes from Previous Change Orders .....	\$0.00
Contract Sum Prior to this Change Order .....	\$672,703.77
Net Increase/(Decrease) of this Change Order.....	(\$2,950.36)
<b>Contract Price with all Approved Change Orders .....</b>	<b>\$669,753.41</b>

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### CHANGE IN CONTRACT TIME

No change in contract time

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RECOMMENDED: (PBK Engineering)

By: 

Date: May 11, 2012

RECOMMENDED: (~~Gilbane~~) AAA

By: 

Date: 5/14/12

ACCEPTED: (~~AAA~~) Gilbane

By: 

Date: 5/18/12

Approved: (LCISD)

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

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



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:  
Lamar CISD  
c/o PBK Architects  
11 Greenway Plaza, 22nd Fl.  
Houston, TX 77046  
FROM CONTRACTOR:  
AAA ASPHALT PAVING, INC.  
10526 TANNER ROAD  
HOUSTON TX 77041 PHONE: 713 896 7373  
CONTRACT FOR:

PROJECT: Paving Improvements  
at Bowie ES, Smith ES & George Ranch HS

APPLICATION NO: 5 (Final)

PERIOD TO: 04/1/12 thru 04/30/12

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT NOS: 1147C 874  
CONTRACT DATE 6/1/2011

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM \$ 672,703.77
2. Net change by Change Orders \$ (2,950.36)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 669,753.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 669,753.41
5. RETAINAGE:
  - a. 0 % of Completed Work \$ 0.00  
(Column D + E on G703)
  - b. % of Stored Material \$ \_\_\_\_\_  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 669,753.41  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 637,668.93
8. CURRENT PAYMENT DUE \$ 32,084.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00  
(Line 3 less Line 6)

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

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

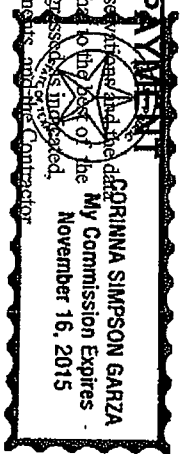
CONTRACTOR: AAA ASPHALT PAVING INC.

By: Michael D. Hoffmann Date: 5-17-12  
MICHAEL D. HOFFMANN, PRESIDENT  
State of: TEXAS County of: HARRIS  
Subscribed and sworn to before me this 17th day of May 2012.  
Notary Public: Corinna Simpson Garza  
My Commission expires: 11-16-2015

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation, I hereby certify that the Work has been completed in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 32,084.48



(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet, where changed to conform with the amount certified.)  
ARCHITECT:  
By: Jan I. [Signature] Date: 5/17/2012  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF COPIER CONTRACT**

**RECOMMENDATION:**

That the Board of Trustees approve a 36 month lease to OCE' Document Printing Systems for district wide copiers.

**IMPACT/RATIONALE:**

In December 2007, Lamar CISD entered into a 36 month contract through the State of Texas Term Rental contract for the lease of copiers. This contract was extended for two additional years in December 2010. After evaluations of 4 copier providers, it was decided to continue to lease copiers through Oce' North America, Inc. through the State of Texas DIR contract number SDD-1662.

**PROGRAM DESCRIPTION:**

By approving this plan Lamar CISD will accomplish the following:

- Complete replacement of 135 copiers throughout the district including the production units at Graphic Arts,
- All new units will be highly efficient,
- The Graphic Arts Department will receive upgraded machines, software, server, and integration services to improve performance,
- "Right-sizing" of the fleet of copiers within the district,
- All copiers will be on the same term length of 36 months with same expiration date,
- Annual cost savings by continuing the aggregate billing program that has eliminated excess copy charges by reconciling them at the end of the year,
- Consolidated billing that enables each campus to be billed as a cost center rather than by individual machines, and
- Continuity of quality machines and support staff to meet the district's growing needs.

Oce' will move all existing copiers to one central location to be disposed of per district standards, and the district has the option within the first 90 days to relocate up to 10% of the fleet in accordance with copy volumes generated. This replacement process will supply all campuses and facilities with updated equipment, covered by maintenance and support agreements, and allow a reduction to the annual budget of approximately \$110,000.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



# CUSTOMER BILLING REQUIREMENTS

## What Type of Billing is to be Used?

- Existing Account, SBI's in place, *no changes needed*
- Existing Account, SBI's in place, *changes required\**
- New Account, SBI's required as indicated herein\*
- New Account ( \_\_\_\_\_ units), requesting conference call
- No order, please verify SBI's for this existing account

\* Customer Signature required below.  
All SBI's must be approved by Océ DPS Admin.

### EQUIPMENT Special Billing Instructions

#### Is a P.O. Required for orders?

- No
- Use Blanket PO (Blanket PO # \_\_\_\_\_) \*
- Yes\*, For order types:
  - Rental
  - Sale
  - Service
  - Maintenance

\* You must still complete a Contract for the order and attach the PO or indicate Master PO on file

#### Bill Group / Frequency

- Monthly (M)
- Semi-Annual (S) - FAX
- Semi-Annual (S) - COPIER: only for pre-existing accounts.  
Copier S Price List Name: \_\_\_\_\_
- Quarterly (Q1): Jan, April, July, Oct.
- Quarterly (Q2): Feb, May, Aug, Nov (*Do not use if FY July/June*)
- Quarterly (Q3): March, June, Sept, Dec (*Do not use if FY July/June*)
- Annual (A) - FAX
- Annual (A) - COPIER: only for pre-existing accounts.  
Annual Price List Name: \_\_\_\_\_
- Dual frequency (DF) (*See Unique Contract Requirements*)

#### Rental Service billing: (usage is always in arrears)

- Advance (Standard)
- Arrears

#### Maintenance billing: (usage is always in arrears)

- Advance (Standard)
- Arrears

#### Unique Contract Requirements:

- Flat Rates (no CPC charge, requires Special Price List)
- Billing to Commence on 1st of Month (not date of install)
- Skipped Billing - (Schools only, requires Pricing Approval)
- Dual Frequency (*Enter M, Q1, Q2, Q3, S, A for each*):  
Base Frequency \_\_\_\_\_  
Usage Frequency \_\_\_\_\_
- Usage - Average/Pooling/Aggregate

#### Customer Reference Info (*Appears on Invoice*)

Indicate Cost Center, Store, Dept, etc. including example format:

- Field 1: \_\_\_\_\_
- Field 2: \_\_\_\_\_
- Field 3: \_\_\_\_\_
- Field 4: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
 Subsidiary of: \_\_\_\_\_  
 Party #: \_\_\_\_\_  
 Bill Site if available: \_\_\_\_\_  
 ACD #: \_\_\_\_\_  
 Rep Name/Phone/Fax: \_\_\_\_\_

#### Invoicing (select one option only):

- Consolidated (*Indicate Bill To site # on order if available*)
- Non-consolidated (*Per installation location*)
- One Invoice/Bill per P.O.
- One Invoice per Model/SN (*Admin Mgr Approval*)
- Summary By (*Select only one*)
  - Model #
  - Serial Number
  - Location
  - Control Number
  - P.O.
  - State and City
  - Supply only

#### Electronic options:

- EDI (*Non-consolidated only; Minimum unit requirements; must be approved by IT*)
- Ariba (*Must obtain Marketing and Admin approval*)
- Credit Card (*Indicate Card # / Expir. Date on order if available*)

#### Required Approvals:


### SUPPLIES Special Billing Instructions

- P.O. Required
- Ariba ordering
- Credit Card Required
- Approval required by: \_\_\_\_\_
- Send Invoices to \_\_\_\_\_
- Centralized Bill To: \_\_\_\_\_
- Ship To Locations \_\_\_\_\_
- Overnights are NOT allowed
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

NOTE: Océ Document Printing Systems Requires Customer Contact Information at time of each supply order.

### CUSTOMER APPROVAL:

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

 <b>MAINTENANCE AGREEMENT</b>		DATE SUBMITTED		ACD #/ORDER #			
<b>BILL TO</b>	CUSTOMER NAME Lamar Consolidated ISD			<b>SHIP TO (IF DIFFERENT)</b>	CUSTOMER NAME		
	Attn: Accounts Payable				<b>VARIOUS</b>		
	ADDRESS 3911 Avenue I				ADDRESS		
	CITY/STATE/ZIP Rosenberg, TX 77471				CITY/STATE/ZIP		
CUSTOMER #		PARTY #		EXISTING MASTER AGREEMENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	TAX EXEMPT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TAX EXEMPT CERT ATTACHED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
BILL TO LOCATION #		BILL TO CONTACT NAME Audrey Fox		BILL TO PHONE # 832-223-0169		EMAIL ADDRESS afox@lcsid.org	
SHIP TO LOCATION #		SHIP TO CONTACT NAME Audrey Fox		SHIP TO PHONE # 832-223-0169		EMAIL ADDRESS afox@lcsid.org	
SHIP TO LOC WITHIN CITY LIMITS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MAINTENANCE TERM 36		EFFECTIVE DATE		EMA PO NUMBER	
POINT OF SALE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	METER READ	LEASED EMA YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	LEASE TERM 36 (MOS)	LEASE PO NUMBER		SERVICE ZONE 1 <input checked="" type="checkbox"/> 3 <input type="checkbox"/>	
QTY	ITEM	EQUIPMENT DESCRIPTION FAX (UNMETERED), PRINTER, MFP/COPIER	SERIAL #	PRICE LIST (Must Match Billing Frequency)	EMA CHRГ (monthly)	ALLOW (monthly)	CPC ABOVE ALLOW
43	2537B003	imageRUNNER 3225			\$28.00	Unlimited	\$0.00
1	2834B002	imageRUNNER 2525			\$45.00	Unlimited	\$0.00
4	2535B004	imageRUNNER 3235i			\$58.00	Unlimited	\$0.00
30	2534B004	imageRUNNER 3245i			\$172.00	Unlimited	\$0.00
21	3893B010	imageRUNNER Adv 6055			\$213.00	Unlimited	\$0.00
16	3892B011	imageRUNNER Adv 6065			\$270.00	Unlimited	\$0.00
25	3891B010	imageRUNNER Adv 6075		<b>CONTRACT SUMMARY SHEET PLEASE SEE ATTACHED EMA's BY LOCATION</b>	\$237.00	Unlimited	\$0.00
1	3616B023	imageRUNNER Adv C5035			Color	0	\$0.050
<b>EMA PRICE ANNUAL FOR UNMETERED FAX OR PRINTER EQUIPMENT; MONTHLY OR QUARTERLY FOR MFPS/COPIERS</b>							
FULL SERVICE MAINTENANCE FOR MFP/COPIER INCLUDES: (SELECTION REQUIRED) <input type="checkbox"/> CHEMICAL SUPPLIES (EXCLUDES PAPER & STAPLES) <input checked="" type="checkbox"/> CHEMICAL SUPPLIES & STAPLES (EXCLUDES PAPER) <input type="checkbox"/> NO SUPPLIES				ADDITIONAL REQUIREMENTS <input type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install; Consolidated) <input checked="" type="checkbox"/> Special (attach signed "Customer Billing Requirements" checklist) Connect Product to Customer Network? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If yes, attach signed "Site Survey")			
<b>CUSTOMER ACKNOWLEDGEMENT</b>							
YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY OCE IMAGISTICS D/B/A OCE NORTH AMERICA DOCUMENT PRINTING SYSTEMS ADDITIONAL MAINTENANCE TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN AND ARE ALSO AVAILABLE AT WWW.OCEUSA.COM/IMAGISTICS/TERMSANDCONDITIONS. ANY CHANGES MUST BE APPROVED IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING UPON US. IF A DIGITAL DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER, OUR SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.							
CUSTOMER'S SIGNATURE		DATE		PRINT SIGNER'S NAME		PRINT SIGNER'S TITLE	
SALES REP'S NAME		REP#		ORGANIZATION		BRANCH NAME	
John Gray		100% A 501554		DPS <input checked="" type="checkbox"/> BPC <input type="checkbox"/>		Houston	
SALES REP'S SIGNATURE		DATE		BRANCH MANAGER'S SIGNATURE			DATE
Revised 01/15/2012				Page 1 of			

## Océ Imagistics Maintenance Agreement - Additional Terms and Conditions

Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems ("we," "us" or "our") shall provide to the entity designated under the "Bill To Firm Name" on the first page, entitled "Maintenance Agreement" ("you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on such first page and on any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment, and any modifications to keep the Software, in good working order in accordance with its published specifications ("Maintenance"), pursuant to the terms and conditions of this Agreement. Said first page, these Additional Terms and Conditions, and any applicable Additional Equipment Page, shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

**WARRANTY.** If, simultaneously herewith, you purchase the Equipment from us, or lease the Equipment through a third party leasing company, we warrant that (i) the Equipment, when delivered or installed (if applicable), whether new, newly manufactured, demo, or reconditioned (as defined by us), will be in good working order in accordance with its published specifications (unless you are purchasing your existing rental Equipment which is sold "AS-IS", "WHERE-IS", WITH ALL FAULTS); and (ii) we own the Equipment, or otherwise have the right to sell such Equipment to you (or your leasing company) in accordance with the terms of this Agreement. In addition, only as to Equipment which is a non-metered facsimile machine (excluding your rental conversions), the warranty in subsection (i) will continue for a period of 90 days from the earlier of the date of installation, or ten (10) days after shipment, and only as to Equipment which does not copy, fax or scan ("Printer") will continue for a period of 12 months from the date of shipment, but shall not cover any malfunction resulting from an "Excluded Cause" as set forth hereinafter, or consumable parts, such as belts, print powder, drums, or other parts worn out by ordinary use of the unit of facsimile equipment. THESE WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, SOFTWARE, SERVICES AND THE SUPPLIES, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REPAIR OR REPLACEMENT OF THE EQUIPMENT OR REPLACEMENT OF SOFTWARE OR SUPPLIES IS YOUR SOLE REMEDY. WE DO NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, SOFTWARE OR SUPPLIES TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

**MAINTENANCE.** During the Term of this Agreement, and providing you are not in default hereof, we shall provide on-site Maintenance for all equipment (except Printers) during our normal business hours (9:00 AM to 5:00 PM, Monday – Friday, excluding federal holidays) for any unit of Equipment or Software that has continually been covered under an Océ Imagistics' maintenance agreement, excepting for Equipment that does not fax, copy or scan ("Printers"). For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostics and maintenance services or utilize the Key Operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your Key Operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs or parts replacement are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) lack of reasonable care in handling, operating, and maintaining the Equipment or Software, including damage by misuse or malintent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) alterations to the Equipment or Software; (vi) the use of damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) force majeure events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause; (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rates, and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment, Maintenance unless the malfunction results from an Excluded Cause, included photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, oil and master cartridges may or may not be included with Maintenance as indicated in this Agreement. Notwithstanding the foregoing, unless the malfunction results from an Excluded Cause, Printers covered by maintenance will be repaired through service by replacement via our standard shipping methods, and you agree to immediately return the defective unit in the replacement unit's carton.

**MAINTENANCE TERM.** This Maintenance agreement is effective for the term set forth in this Agreement, otherwise for twelve (12) months, as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or ten (10) days after shipment, or if the unit is existing Equipment, as of the date hereof, and will renew annually unless either party provides the other written notice of cancellation at least 30 days prior to renewal. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund. We may increase the listed charges annually. We have set our charges on the assumption that you are regularly operating the Equipment no more than one eight hour shift per day, and if you are using it in excess of that, we may increase our charges immediately to cover anticipated increased Maintenance costs. If you acquire additional accessories for the Equipment, we will provide coverage and adjust your rate accordingly. Upon notice, we may cancel Maintenance services at any time after 5 years from the date of last manufacture of the Equipment.

**SOFTWARE/CONNECTIVITY.** Any Software shall be licensed to you pursuant to the terms of the license agreement provided with such Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation, or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we make no representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third party provider(s), and we shall not have any obligation or liability for same.

**SUPPLIES/ACCESSORIES.** You shall purchase all supplies separately and they are not included in this Agreement unless otherwise indicated. Notwithstanding, Maintenance for Printers and non-metered facsimile machines does not include any supplies. Paper and staples are not included. Title and risk of loss will pass to you upon delivery of supplies to your street address. Supply yields vary by the types and sizes of originals copied as well as the copy paper used and are not guaranteed. The published yields quoted are based on coverage for an average 8 1/2" x 11" single-sided original. The amount of supplies we include in supplies-included maintenance plans are based on our expectation that your yields will match those published. We will use your actual copy volumes to determine quantities. Initial shipments will be based on the minimum copy volume of the plan you've selected. Additional supplies can be ordered through our Supply Line at the then published price. Supplies may be returned for credit provided that you return them to us in their original shipping packages within 30 days of delivery to you. No refunds will be issued. Supplies received under supplies-included maintenance plans or supplies pre-paid for delivery at a future date are not eligible for credit or refund. Accessories will be supplied as needed or requested at regular charges in effect at that time.

**CUSTOMER OBLIGATIONS.** You hereby agree to:

- Immediately notify us when Maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment;
- Timely accept delivery of the Equipment and Software;
- Comply with your obligations under this Agreement, including, to timely make all payments when due
- Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately;
- Provide complete and accurate information pertaining to your computer network and software programs should the Equipment be connected to your network or Software is provided hereunder;
- Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analogue phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- Accurately complete the Site Survey for connected Equipment and Software;
- Have your computer(s) and/or network available and ready to receive any Software;
- Abide by the terms of any Software license agreement; and
- Execute any required documents to evidence our interests in the Equipment, Software and Supplies.

Revised 01/15/2012

**RISK OF LOSS/INSURANCE.** You assume all risk of loss, injury or destruction of the Equipment, Software and Supplies as well as damage to property and injury to persons from any cause whatsoever (unless caused by us), at all times after its delivery, and such loss, injury or destruction shall not in any manner release you from the obligation to make any payments due under this Agreement. You shall indemnify us from such loss. You shall maintain adequate insurance on the Equipment, Software and Supplies to protect our interests as set forth hereon.

**TITLE.** By signing this Agreement, you have created a security agreement and have given us a purchase money security interest in newly purchased Equipment and Supplies to protect our rights to retake such Equipment and Supplies if they are not paid for in full. Title to Equipment and Supplies shall pass to you (or your leasing company as applicable) upon delivery. Title to the Software shall remain with the licensor.

**ASSIGNMENT/RELOCATION.** You shall not: (i) assign your rights or delegate your duties under this Agreement without our written consent; and (ii) assign, transfer, sell, pledge, sublet or bail the Software, or newly purchased Equipment prior to your full payment to us for same. We may assign our rights under this Agreement, including collateral assignment under our credit facilities. If relocation of the Equipment or Software is required, we shall, upon 30 days prior written notice to us, disconnect and reconnect such Equipment, and reload such Software for an additional charge, plus packaging, rigging, and transportation charges associated with such relocation.

**TAXES.** In addition to payment of charges due under this Agreement, you shall pay all applicable taxes (local, state, and federal) which may now or hereafter be imposed or levied upon the Equipment, its use or operation, Maintenance, Software and Supplies, and any additional services or parts (exclusive of taxes based on or measured by our net income).

**BILLING.** We will invoice you for Supplies upon shipment of your order. The charges for Maintenance ("EMA Charges") will commence: (i) for newly purchased Equipment (a) which is not a facsimile machine or a Printer, from the date of installation (if applicable), or ten (10) days after shipment, or (b) which is a facsimile machine ninety (90) days from either of such dates; or (c) which is a Printer twelve (12) months from either of such dates; and (ii) for existing Equipment from the date hereof; and both will be billed monthly, quarterly or annually in advance, pursuant to our standard billing policies. Software license and installation fees will be charged upon installation, and license and/or maintenance fees will be billed monthly or quarterly pursuant to our standard billing policies. In addition you agree to pay (i) the Overage Per Copy fee in excess of the Allowance, which shall be monthly or quarterly in arrears pursuant to our standard billing policies, based on the copy volume; and (ii) a fuel surcharge and credit card processing surcharge, and all other fees set forth in this Agreement. Your pricing is based on the Equipment's rated copy volume as determined by us, and usage under such volume may result in additional EMA Charges. The Equipment may contain software that allows us to access the Equipment remotely ("Remote Software"). In such cases, you authorize us to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and (b) store and analyze such data solely for our own purposes related to servicing the Equipment and for product improvement. By signing this Agreement, you hereby consent that we enable the Remote Software on the Equipment. If we cannot obtain the readings remotely and you fail to provide accurate meter readings as required, pursuant to our standard policy we shall either bill you an estimated usage based on previous usage, or the Equipment's rated copy volume as determined by us. We will not provide credits for retroactive periods if you fail to provide meter readings on a monthly basis. Upon receipt of our invoice, you have 30 days to notify us of incorrect readings. In no event shall we have an obligation to make adjustments to your invoice after it has aged 60 days. Invoices are payable in full upon receipt without deduction, and you waive your right to set off. We may charge late fees and interest for amounts not timely paid pursuant to our standard billing policies, and you agree to pay same. If you are leasing the Equipment through a third party leasing company, you agree that if we are not paid in full by the leasing company you are obligated to, and shall pay, the balance of the purchase price for all Equipment provided by us hereunder within 10 days of our invoice to you for us for same. Overage per copy fees and meter reads do not apply to non-metered facsimile machines or Printers.

**DEFAULT/REMEDY.** If you elect to cancel Maintenance or Software, early termination charges shall apply. These are equal to the aggregate of all remaining monthly, quarterly or annual EMA Charges or Software charges for the balance of the term of Maintenance services for such unit of Equipment or Software, plus all unpaid charges. Early termination charges will be waived if you replace such unit of Equipment or Software with a comparable Océ Imagistics product you purchase or rent from Océ Imagistics and sign a new maintenance agreement for such unit of Equipment for equal or greater value. If you default in any of your obligations under this Agreement, including, but not limited to, failing to timely pay any amounts due, you agree that we may, without notice and in addition to other remedies available to us at law and in equity, change your Maintenance and/or Supplies provided hereunder to C.O.D. or prepayment terms, or terminate any Software license. If we bring any action to enforce our rights under this Agreement, you agree to pay, all of our costs and expenses of collection and/or repossession, including reasonable attorney's fees and interest to the maximum extent permitted by law. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, OR FOR ANY LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**DATA.** You acknowledge that the hard drive on the Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by us, if any, is purely incidental to the services performed by us. Neither we nor any of our affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to us or any leasing company. You are solely responsible for (i) your compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase for us at current rates an available option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case, you should properly destroy the replaced hard drive).

**PRODUCT TRADE-IN.** If we are picking up your existing products (the "Trade-In Products"), you hereby agree: (i) that in the case Trade-In Products are owned by you, you warrant to us that you have clear and merchantable title to all such Trade-In Products, that you shall allow us to remove the Trade-In Products during normal business hours, and that you sell, transfer and assign to us all right, title and interest in and to all such Trade-In Products and all software provided therewith; or, (ii) that in the case Trade-In Products are leased by you, you shall either return said leased Trade-In Products to the lessor, acquire such products, or dispose of such products. Solely as an accommodation to you, and at your request and direction, upon written approval by the Océ Branch Manager, we shall pick-up the leased Trade-In Product and return it to the lessor at your expense, and you will provide us with all reasonable assistance required therefore. In all cases described above, you agree that we shall not have any liability to you or any third party whatsoever for the Trade-In Products (including liability under any lease agreement, or liability for the removal, encryption or security of any images, content or other data stored on the Trade-In Products hard drive), excepting for physical damage that may arise from the moving of the Trade-In Products and resulting from our negligence.

**MISCELLANEOUS.** You acknowledge and represent to us that you are utilizing the Equipment, Supplies, and Software for business purposes and this is a commercial (and not a consumer) transaction. This Agreement supersedes any contract or agreement of prior date between you and us pertaining to the specific units of Equipment or Software maintained hereunder. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut without reference to the conflict of laws provisions thereof. The parties hereby consent to the personal jurisdiction of the state and federal courts within the State of Connecticut, County of Fairfield, for the adjudication of all matters relating to, or arising under this Agreement.

**ACCEPTANCE.** ANY TERMS IN ANY ORDER, ADDENDA OR OTHER FORM PERTAINING TO THE SUBJECT MATTER HEREOF WHICH ARE ADDITIONAL TO AND/OR INCONSISTENT WITH THE PROVISIONS OF THIS AGREEMENT SHALL BE OF NO FORCE AND EFFECT AND SHALL NOT BE BINDING UPON US. NO MODIFICATION OF, OR ADDITIONS TO THE PRE-PRINTED BOILERPLATE TERMS OF THIS AGREEMENT SHALL BE BINDING UPON US OR BE EFFECTIVE UNLESS AGREED TO IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT IN TRUMBULL, CT, AND YOU AGREE TO BE BOUND BY THE PRE-PRINTED, BOILERPLATE AND UNMODIFIED TERMS OF THIS AGREEMENT IF SUCH WRITTEN AUTHORIZATION IS NOT OBTAINED. Our acceptance of the pre-printed, boilerplate and unmodified terms of this Agreement is signified when our authorized invoice is issued. Installation of the Equipment does not constitute our acceptance. Execution of this Agreement by you is required prior to plan conversion. You acknowledge receipt of a copy of this Agreement. YOU WARRANT AND REPRESENT TO US THAT THE PERSON EXECUTING THIS AGREEMENT HAS THE REQUISITE AUTHORITY AND THAT THIS AGREEMENT SHALL BE BINDING UPON YOU. We may rely on a facsimile copy of your signature on this Agreement as an original signature.

## **LCISD Copier Fleet Addendum**

Addendum to Purchase Order between Océ and Lamar Consolidated Independent School District (“LCISD”) dated June \_\_\_\_, 2012.

It is agreed that during the first ninety (90) days of the contract, LCISD may relocate up to 14 units of equipment at no additional charge to ensure that proper units are located at each site in accordance with copy volumes generated.

Prior to August 15, 2012, Océ will move units of the existing fleet owned by LCISD to one central location so that LCISD can dispose of the units.



# Océ North America, Inc.

## Customer Agreement

<b>Division:</b>	PPS only
<b>Order Type:</b>	

<b>Contract No:</b>	
<b>Agreement No:</b>	
<b>Rep No:</b>	

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>Lamar Consolidated Independent School District</u>	Company Name: <u>Lamar CISD - Graphics Arts Department</u>
DBA: _____	DBA: _____
Type of Entity: (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> LLC	
Contact Name: <u>Mike Rockwood</u>	Contact Name: <u>Jorge Carmona</u>
Address: <u>3911 Avenue I</u>	Address: <u>930 East Stadium Dr.</u>
Address: _____	Address: _____
City: <u>Rosenberg</u> County: <u>Ft Bend</u>	City: <u>Richmond</u> County: <u>Ft Bend</u>
State: <u>TX</u> Zip: <u>77471</u> Phone: <u>823-223-0330</u>	State: <u>TX</u> Zip: <u>77471</u> Phone: <u>832-223-0343</u>

Product/Equipment Supplies Description <small>(Include serial numbers and meter counts when required)</small>	Requested Delivery	Qty.	Pre-pack	Warranty (# of Days)	List Price	Trade-in / Discount	Installation / Delivery	Addenda Totals	Total Net Price
A <b>Oce VP135</b>		1							
B <b>Oce VP110</b>		1							
C									
D									

Billing Frequency	Agreement Term	Intro Data			Special Delivery Charges	
<b>Quarterly</b>	Initial Term <b>36 Months</b>	Minimum Payment <b>\$18,865.62</b>	Cost per Copy	Excess Rigging		
Minimum Maintenance Payment <b>Quarterly</b>	Payment No. 1 To 12	<b>\$18,865.62</b>	Trade in Equip.	PO Required	Total (Exclusive of Sales/Use Tax & Maint.)	
Copy Allowance <b>Quarterly</b>	Payment No. To		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Payment No. To		Tax Exempt	Supplies Incl.		
	Payment No. To		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Service										
Number of Copies				Copy Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge <small>(Copies will be billed separately)</small>		Service Pricing Fixed
A	B&W	Clr	Scan	1,500,000	1	Inc.	N/A	B&W	.0038	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Months <b>36</b>
B	B&W	Clr	Scan					B&W	Clr	<input type="checkbox"/> Yes <input type="checkbox"/> No Months
C	B&W	Clr	Scan					B&W	Clr	<input type="checkbox"/> Yes <input type="checkbox"/> No Months
D	B&W	Clr	Scan					B&W	Clr	<input type="checkbox"/> Yes <input type="checkbox"/> No Months

Acceptance	Optional Service								
Customer Signature acknowledges receipt of (#) documents (See documents listed below) which are incorporated into this document by reference.	After Hours Coverage								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>DOCUMENT NAME</b></td> <td style="width: 30%;"><b>REV.</b></td> </tr> <tr> <td>Customer Agreement Terms and Conditions</td> <td style="text-align: center;">6/16/11</td> </tr> </table>	<b>DOCUMENT NAME</b>	<b>REV.</b>	Customer Agreement Terms and Conditions	6/16/11	Opt. Coverage				
	<b>DOCUMENT NAME</b>	<b>REV.</b>							
	Customer Agreement Terms and Conditions	6/16/11							
		Add'l Service Charge							
		Call Out Charge							
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>A</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>B</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>C</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>D</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	B	<input type="checkbox"/> Yes <input type="checkbox"/> No	C	<input type="checkbox"/> Yes <input type="checkbox"/> No	D	<input type="checkbox"/> Yes <input type="checkbox"/> No
A	<input type="checkbox"/> Yes <input type="checkbox"/> No								
B	<input type="checkbox"/> Yes <input type="checkbox"/> No								
C	<input type="checkbox"/> Yes <input type="checkbox"/> No								
D	<input type="checkbox"/> Yes <input type="checkbox"/> No								
	<b>Comments</b>  The terms and conditions of this contract shall be govern by State of Texas DIR-SDD-1662.								

Customer Authorized Signature	Océ Authorized Signature
Customer Name: <u>Lamar Consolidated Independent School District</u>	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	
State of Organization: _____	Océ North America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656
FEIN/ SSN: _____	





## Customer Agreement Terms and Conditions

### Common Terms

#### 1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Océ Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Océ Software.
- c. **Confidential Information** means Océ Firmware, Océ Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by Océ as relates to the Océ Firmware and/or Océ Software. Consulting Services may be provided by Océ at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by Océ and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **Customer** means the business entity defined on the Cover Sheet.
- h. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- i. **Educational Services** means training provided by Océ as relates to the Océ Product(s), Océ Firmware and/or Océ Software.
- j. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- k. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by Océ.
- l. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- m. **Implementation Services** means services relating to the implementation of Océ Firmware and/or Océ Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- n. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- o. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that Océ ship the Equipment or Software. Delivery will be made to the Installation Site.
- p. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Océ Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or Océ's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with Océ's specifications. Maintenance may be provided by Océ or a third party subcontracted by Océ.
- q. **NOLI Products** means Non-Océ Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in Océ's price list and as designated on the Customer Agreement Addendum.
- r. **Océ** means Océ North America, Inc.
- s. **Océ Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, authored and licensed by Océ to Customer or for which Océ has the right to sublicense to Customer.
- t. **Océ Software** means optional, standalone software in object code form offered and licensed by Océ to Customer or for which Océ has the right to sublicense to Customer and requiring activation or installation prior to being available to Customer.
- u. **Parts** means all parts certified by Océ as meeting manufacturers' and/or Océ specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by Océ.
- v. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- w. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- x. **Server Software** means that portion of the Océ Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- y. **Service Charges** means charges invoiced by Océ for Maintenance Services and/or Software Support and or charges based on use.
- z. **SmartClick™** means an Océ proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- aa. **Software** means all computer software programs provided by Océ, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Océ Firmware, Océ Software and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- bb. **Software Support** means access to Océ support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Océ Software and/or Océ Firmware and correcting reproducible errors in Océ Firmware or Océ Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Océ Firmware or Océ Software installed on equipment using "beta" or operating systems not supported by Océ; (iii) resolution of network errors not directly related to Océ Firmware or Océ Software; or (iv) installation, setup or support of third party products not supported by Océ or software not acquired from Océ. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Océ Software.
- cc. **Third Party Software** means software authored by third parties other than Océ and made available by Océ to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Océ Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by Océ; or, (ii) shipment of the Océ Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. Océ Products may be provided by either Océ North America, Inc. Production Printing Systems. Océ has no

responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if Océ helps Customer identify, evaluate or select such NOLI Products. Customer and Océ shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

**3.0 EQUIPMENT.** Océ Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in Océ's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Production Equipment, if other than New/Newly Manufactured, the Equipment type shall be set forth on the Cover Sheet or Customer Agreement Addendum. Production Equipment, when acquired under a Fair Market Value (FMV) lease from Océ's affiliate Océ Financial Services, Inc., shall be either Remanufactured, Refurbished or "Like New" Equipment, in Océ's sole discretion. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by Océ, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under Océ maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under Océ's authorized technical standards. Used Equipment is offered without warranty.

**4.0 DELIVERY; RISK OF LOSS; INSURANCE.** Delivery dates provided for by Océ are estimates only and Océ shall not be liable for delays in delivery due to causes beyond Océ's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, Océ may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give Océ prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

**5.0 TITLE; SECURITY INTEREST; TRADE-IN.** Title to Océ Products (except with respect to Software) shall pass to Customer at Customer's loading dock. Océ shall retain a first priority security interest in the Océ Products and all proceeds therefrom until all purchase payments due Océ have been made. Customer authorizes Océ to file Uniform Commercial Code financing statements relating to any and all Océ Products purchased hereunder and Customer agrees to reimburse Océ upon demand for all costs incurred in connection therewith. Customer agrees that an original or a photocopy of this Agreement (in whole or in part) may be filed by Océ as a Uniform Commercial Code financing statement and Customer hereby authorizes Océ to file any and all UCC documents without Customer's authentication, to the extent permitted by applicable law. Customer agrees to immediately notify Océ in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Océ Products from the Installation Site without first obtaining prior written consent from Océ. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in Océ upon Océ's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

**6.0 INSTALLATION AND SITE PREPARATION.** Océ shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to Océ. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with Océ's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at Océ's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from Océ at its training rate in effect at the time of such training pursuant to Section 29.0. Customer must complete an Océ site survey, or equivalent Océ form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, Océ will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to Océ, or if there are any changes to Customer's computer network or software, any attempts by Océ to remedy such problems will be at its standard charges then in effect, and Océ makes no representation or warranty that it can remedy such problems.

**7.0 PAYMENT AND TAXES.** Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, Océ may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of Océ set forth above, or at any other place designated by Océ. Customer shall pay or reimburse Océ for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse Océ for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon Océ's net income).

#### **8.0 DEFAULT AND REMEDIES.**

- a. Any of the following shall constitute a default by Customer ("Default"):
  - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
  - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.
- b. Upon Default, Océ may exercise any one or more of the following remedies (which remedies shall be cumulative):
  - (i) terminate this Agreement and/or any applicable Schedule;
  - (ii) declare all amounts due from Customer immediately due and payable in full;

- (iii) secure peaceable repossession and removal of the Océ Products by Océ or its agent without judicial process and sell or lease at such place as Océ may deem advisable and Océ may be the purchaser at any such sale;
- (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Océ Products;
- (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of Océ's rights and remedies under this Agreement, including but not limited to, any right to require Océ to dispose of the Océ Products or otherwise mitigate its damages.

9.0 WARRANTY. Océ warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for Océ's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of Océ. All parts replaced under this warranty shall become the property of Océ. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against Océ. Océ's obligation hereunder is limited to the repair or replacement (at Océ's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to Océ of any discovered defects. Océ is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by Océ or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and Océ shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Océ provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR OCÉ'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OCÉ'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. Océ agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that an Océ Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and Océ agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies Océ in writing of the claim and fully cooperates with Océ and Océ has sole control of the defense and all related settlement negotiations. Océ's obligation under this Section is conditioned on Customer's agreement that if such Océ Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in Océ's opinion is likely to become, the subject of such a claim, Customer shall permit Océ, at Océ's option and expense, either to procure the right for Customer to continue using the Océ Products or to replace or modify the Océ Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Océ's judgment, Customer shall return the Océ Product upon the request of Océ. Upon such return, Océ shall refund the applicable Océ Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. Océ shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by Océ; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of Océ with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold Océ harmless from and against any liability and expense, including reasonable attorneys' fees incurred by Océ in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of Océ. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to Océ, including the Documentation, and all copies thereof, or (ii) at Océ sole option, certify to Océ in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. Océ makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to Océ shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from Océ, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have

designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes Océ to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, Océ shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

### **Software License Terms**

14.0 THIRD PARTY SOFTWARE, OCÉ FIRMWARE AND OCÉ SOFTWARE. Océ makes available to customers Third Party Software as well as licenses Océ Firmware and Océ Software. Customer is not acquiring title to or any interest in any Software other than a license to use the Software in conjunction with the Equipment. Third Party Software and Océ Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Océ Firmware is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is purchasing or licensing Third Party Software (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the Third Party Software licensor. This is typically done during installation and registration of the software.

15.0 OCÉ SOFTWARE. If Customer is purchasing or licensing Océ Software, the terms and conditions set forth below apply:

- a.
  - (i) Océ hereby grants to Customer a personal, non-exclusive, non-transferable, limited license to use the Océ Software (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Production Equipment identified in the Customer Agreement Addendum, and to use the Documentation in support of Customer's authorized use of the Océ Software until this Agreement is terminated in accordance with its terms or until Customer ceases using Océ Software with the Production Equipment.
  - (ii) The license granted in this Section 15(a) may not be assigned by Customer without the written consent of Océ and the payment of an additional license fee by the assignee (or subsequent licensee). Océ Software is licensed "as is", with no warranty, and Océ expressly disclaims all express and/or implied warranties.
- b. With respect to both Sections 15.0 a) above:
  - (i) Except as expressly provided herein, Customer shall not, without the prior written consent of Océ, copy the Océ Software in whole or in part, except that Customer may make one (1) copy of the Océ Software (other than the embedded firmware) in machine readable format for backup purposes. The Océ Software is protected by United States copyright law. The original and any copy in whole or in part of the Océ Software made by Customer shall include Océ's copyright and other proprietary notices and shall remain the property of Océ.
  - (ii) This License does not include the rights to, and Customer is expressly prohibited from:
    - (aa) Modifying, translating, or merging the Océ Software with another program.
    - (bb) Reverse-engineering, disassembling, decompiling, or making any attempt to discover the source code of the Océ Software.
    - (cc) Sublicensing, selling, renting, or leasing any portion of the Océ Software.
  - (iii) The granting of rights to Customer hereunder is expressly conditioned upon Customer's full and strict compliance with all terms and conditions of this Agreement. This License is, and any rights hereunder are, non-transferable, non-exclusive and limited as set forth herein.
  - (iv) Océ, or an auditor appointed by Océ, shall have the right, upon reasonable notice, exercised no more than once per year, to inspect the applicable records of Customer, and Licensee grants Customer reasonable access to its personnel, records and facilities for such purpose.
  - (v) Customer agrees that it will not translate, disassemble, decompile, reverse engineer, or create derivative works based on the Océ Software or any portion thereof.
- c. CUSTOMER ACKNOWLEDGES THAT THE Océ SOFTWARE MAY INCLUDE FEATURES LIMITING ITS OPERABILITY BEYOND THE SCOPE OR TERM OF THIS LICENSE. Use, duplication, disclosure by or to the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights Clause at FAR 52.227-19, when applicable, or in the Technical Data-Commercial Items Clause at DFARS 252.227-7015 or successor provisions, when applicable. The parties acknowledge and agree that the Océ Software is "commercial computer software" as that term is defined in the DFARS and, therefore, that the U.S. Government is subject to DFARS 227.7202. The contractor/manufacturer is Océ North America, Inc., 5450 North Cumberland Avenue, Chicago, IL 60656. None of the Océ Software or underlying information or technology or any direct product thereof may be downloaded, exported or re-exported without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce. Customer agrees to comply with any other applicable export laws and regulations.

16.0 OCÉ FIRMWARE. Océ Firmware is protected by United States copyright law. Océ grants Customer a non-exclusive, non-transferable (except as set forth in this paragraph), limited license to use the Océ Firmware (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Equipment identified in the Cover Sheet and/or Customer Agreement Addendum, and to use the Documentation in support of Customer's authorized use of the Océ Firmware until this Agreement is terminated in accordance with its terms or until Customer ceases using Océ firmware with the Equipment. The license granted herein for Océ Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Océ Firmware is embedded. As to Customer, the license to use Océ Firmware terminates upon transfer of title to the Equipment and shall vest with the transferee of such Equipment IN ORDER TO RECEIVE SUPPORT FROM OCÉ FOR ASSIGNABLE OCÉ FIRMWARE, INCLUDING UPDATES, MODIFICATIONS AND/OR ENHANCEMENTS, CUSTOMER'S ASSIGNEE MUST OBTAIN OCÉ'S PRIOR WRITTEN APPROVAL OF SUCH ASSIGNMENT AND MUST REGISTER WITH OCÉ. OCÉ MAY, IN ITS DISCRETION, REFUSE TO GRANT SUCH APPROVAL OR TO PROVIDE SUPPORT FOR ANY ASSIGNED OCÉ FIRMWARE. All Océ Firmware is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Océ Firmware only with those rights set forth in this Agreement. Océ Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Océ Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Océ Firmware, however, Customer is permitted to use the Océ Firmware solely with the Product(s) and "as is" with no obligation on the part of Océ with respect to such use or maintenance, subject to the restrictions set forth above, including those limiting assignability of the Océ Firmware.

17.0 TERMINATION. Upon termination of any license granted hereunder with respect to the Océ Software and Océ Firmware, including upgrades and updates, and Customer's right to possess or use the same, shall immediately cease, unless otherwise specifically set forth herein. Upon such termination, Customer shall: (i) cease to use the Océ Software; (ii) return all Océ Software, any and all Océ confidential information in Customer's possession, and all Software Documentation; and (iii) deinstall such Software, and upon such deinstallation provide evidence reasonably satisfactory to

Océ of such deinstallation. Customer shall use its best efforts to take necessary steps to achieve the requirements of this Section with regard to any client of Customer who was given access to or a license of the Software by Customer.

18.0 LIMITED WARRANTY. Océ warrants that the media on which the Océ Software is delivered will be free from defects in materials and workmanship under normal use for the Warranty Period. This warranty shall be terminated immediately if the media is subjected to accident, abuse, or improper use. Océ will be obliged to honor this warranty only if Customer provides notice to Océ of a defect in the media during the Warranty Period. Océ also warrants that upon installation, the Océ Software will materially conform to Océ's then current published specifications, provided the Océ Software is properly installed and used. Océ further warrants that prior to shipment, Océ has tested the Océ Software using commercially available virus detection programs and no viruses were found and that, except as noted herein, the Océ Software contains no "time bombs" or other disabling devices. Océ has implemented disabling code to protect Océ Software and Equipment against unlicensed use. Improperly or non-licensed Océ Software will operate only for a limited time, or will operate in some diminished capacity. There are no other warranties, express or implied in connection with the Océ Software.

19.0 DISCLAIMER. Customer expressly acknowledges and agrees that the Océ Software is provided "as is" and without warranty of any kind, express or implied. Océ expressly disclaims any other warranty, implied or statutory, including warranties of habitability, non-infringement and fitness for a particular purpose. Océ DOES NOT WARRANT THAT THE Océ SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. The entire liability of Océ, and the sole remedy of Customer, in the event of breach of these Océ Software License Terms shall be, at Océ's option, (i) Océ's use of commercially reasonable efforts to correct or replace the non-conforming Océ Software within a reasonable period of time after receiving written notice from Customer or (ii) refund the license fee paid by Customer to Océ less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Océ Software to Océ.

### **Product & Software Maintenance Terms**

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

20.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. Océ's standard preventive Maintenance services will be provided during Océ's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding Océ recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by Océ. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at Océ's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by Océ. If Océ cannot perform a safety modification through no fault of Océ, or, if Customer refuses to permit installation of a safety change or removes any component deemed by Océ as integral to maintaining the safety of the Equipment, Océ may discontinue Maintenance for all Equipment until the problem as identified by Océ is remedied by Customer.
- c. Océ warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of Installation, and Océ's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. Océ is not responsible for repairing or replacing parts, nor shall Océ be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of Océ. Parts used by Océ may, in Océ's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide Océ full, free and safe access to the Equipment for performance of Maintenance by Océ; (ii) allow Océ to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; (iv) if applicable, report to Océ by the last calendar day of each month, the monthly usage according to the meter reading by an Océ approved method; and (v) promptly inform Océ of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.
- f. If Customer does not report to Océ the monthly usage as required by Section 20.0(d) Océ will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by Océ, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at Océ's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. Océ may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, Océ will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i.
- j. In the event Customer removes an Océ Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with Océ), or, in the event Océ declares an end of life date with respect to an Océ Product (provided Océ has given customer no less than ninety (90) days prior written notice of such end of life date), Océ may withdraw such Océ Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

21.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, Océ's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by Océ pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than Océ's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as

ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of Océ. Moreover, empty toner bottles for certain models are recycled by Océ in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to Océ those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT OCÉ DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, OCÉ MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

**22.0 MAINTENANCE SERVICE CHARGES.** For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay Océ an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. Océ shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet. If applicable, Customer shall provide meter readings pursuant to Section 20(d) above. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by Océ. When supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. For cutsheet color products, when supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers ten percent (10%) of the media per color (black counts as a color). Notwithstanding any other provision herein and in addition to Maintenance Service charges, Océ may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows Océ to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes Océ to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for Océ's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that Océ enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

### 23.0 EXCLUSIONS/SERVICES FOR ADDITIONAL CHARGE.

A) The services listed in this Section are not included as part of Océ's remedial or preventive maintenance services: Services for repair of Equipment (including the heads in Océ's JetStream printers or the fuser rollers in Océ's continuous feed printers) or replacement of parts (including the heads in Océ's JetStream printers or the fuser rollers in Océ's continuous feed printers) caused or made necessary, in Océ's reasonable discretion, in whole or in part, by: (a) Customer's failure to continually provide a suitable environment in accordance with Océ's requirements; (b) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with Océ's or manufacturer's operating instructions or within manufacturer's specifications; (c) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (d) alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by Océ; (e) attachment(s) to the Equipment, including connection of devices not supplied by Océ, which cause the Equipment to malfunction, unless previously authorized in writing by Océ; (f) use of improper, or inadequate use of or failure to use, supplies; (g) the use of any non-Océ parts, toner, developer or inks; (h) the use of forms not in compliance with Océ's paper specifications; (i) maintenance or repair services performed by Customer or a third party without written authorization from Océ; (j) repair or replacement of Expendable Items listed in Section 5.1 above; or (k) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by Océ. If in Océ's reasonable discretion, Equipment has been rendered un-repairable, then Océ may refuse to render services under this Agreement and may terminate the appropriate Schedule.

(B) If repairs or replacements as set forth above are needed due to the causes listed in (A) above, Océ will provide a written quote to Customer detailing the costs to provide such repair or replacement. In its pricing Océ will; (i) use the current published hourly service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) charge for shipping and travel expenses. All repairs will be governed by the terms of this Agreement.

**24.0 CUSTOMER RESPONSIBILITIES.** Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of Océ.

### 25.0 SOFTWARE SUPPORT.

- a. Provided no uncured Default has occurred, and Customer is covered under an active Océ software maintenance agreement, Océ will
  - (i) use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with Océ's then current published specifications. Océ, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by Océ, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in Océ's sole opinion, such modification affects the performance of the Software, Customer shall pay Océ, at Océ's then applicable rates, for all resulting support services.
  - (ii) make Software revisions available at no charge for Software deemed by Océ as "current" release versions. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that Océ classifies as "dot releases", meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.). Installation of Software revisions may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the new Software release is the Customer's sole responsibility.
  - (iii) make "new" Software releases available to Customers at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, and improvements that Océ classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.). Installation of Software revisions may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the new Software release is the Customer's sole responsibility.
  - (iv) Support does not include (i) administration of servers or database products; (ii) support of Software installed on equipment using "beta" or operating systems not supported by Océ; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by Océ or software not acquired from Océ. Maintenance does not include updates, upgrades

and new releases or versions of third party products sold with or used in conjunction with Océ Software. Software support shall terminate if Océ declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

- b. The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents". This Section (b) is not applicable to Océ continuous form printers under 7x24 service coverage):
- (i) For certain Océ Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
  - (ii) Incidents may be purchased individually or in quantities as in accordance with Océ's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when Océ: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than Océ. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from Océ. Issues that Océ determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to an Océ Software Engineer or scheduled for on-site support at Océ's then-current consulting rates. Océ DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with Océ's then-current policy.
  - (iii) Océ will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the Océ Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.
  - (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.
  - (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by Océ after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by Océ, such as operating system or utilities software, even if running on computer equipment supplied by Océ. Océ may make these services available at Océ's then-current consulting rates. Océ reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. Océ shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from Océ as a billable service upon request.

26.0 LICENSE FEE. The license for the various Océ Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Océ Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Océ Software solely with the Product(s) and "as is" with no obligation on the part of Océ with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Océ Software. With respect to third party software, Océ is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

27.0 MISCELLANEOUS. This Agreement shall constitute the entire agreement between Customer and Océ with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of Océ and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to Océ by facsimile or electronic transmission. This Agreement shall become effective and legally binding at the earlier to occur of (a) the date it is signed by Customer and countersigned by Océ, or (b) shipment of the Product(s)/Software set forth herein, or (c) upon performance of any Consulting Services, Educational services, or Maintenance set forth herein. By delivering the Customer signed Agreement to Océ by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to Océ, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. Océ shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither Océ nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that Océ may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Océ Products acquired by Customer from Océ. Océ does not acquire any ownership interest in any Customer trademarks. Océ shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in Chicago, Illinois and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Chicago, Illinois, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

## Professional Services Terms

28.0

Océ may provide software services to Customer as either "Implementation Services" or "Consulting Services" (collectively, "Professional Services").

(a) Implementation Services are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. The cost of Implementation Services shall be set forth on the applicable Schedule and does not typically require on-going maintenance.

(b) Consulting Services shall be provided as mutually agreed between Océ and Customer. Customer and Océ shall negotiate the services to be provided and the cost to Customer, which shall be set forth in a Schedule (or statement of work attached thereto). The Schedule shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable).

(c) If Consulting Services includes the creation or provision of custom software (defined for this section as "Custom Software"), these terms also apply: (i) bug fixes are provided at no charge under the terms of Section 11.3(a); (ii) examples of maintenance charges that may be charged for Custom Software would include software revisions under the same terms as Section 11.3(b) and new software releases under the same terms as Section 11.3(c). Support for Custom Software does not include moving the Custom Software to different equipment or operating system levels and does not include updates or upgrades of any third party software or resolution of network errors not directly related to software. All support will be provided remotely. If on-site support for Custom Software is required, Océ charge its then published hourly service rates and minimum charges for service time, plus actual travel expenses.

(d) At Customer's request, Océ will make available to Customer information created as a result of Professional Services provided under this Section 10, and affixed in a tangible medium of expression. Unless otherwise agreed to in writing, all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services ("Deliverables" or Custom Software) shall be owned by Océ, and upon creation thereof, Océ grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such Deliverables/Custom Software in the United States solely for internal use and solely in conjunction with Equipment identified in a Schedule.

## Educational Services Terms

29.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by Océ in the form of training sessions and are provided during Océ's standard business hours (Monday through Friday excluding Océ recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at an Océ central training facility or at Customer's site as determined by Océ and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at Océ's discretion.
- b. Unless otherwise set forth in a writing signed by both parties, standard Océ published rates apply. Océ published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. Océ will bill Customer, and Customer agrees to pay, Océ's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under Océ's then current policy. Such training materials are Océ Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to Océ, Customer's Educational Services shall automatically terminate with no further obligation on the part of Océ, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) Océ may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by Océ and Océ and Customer do not agree to reschedule such session, upon request of Customer, Océ will refund the purchase price for the cancelled training session. Océ is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) Océ may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. Océ is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to Océ received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If Océ and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, Océ will refund the purchase price for the cancelled training session. In the event that Océ has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse Océ for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by Océ within five business days of the scheduled date for such training session, are not refundable. However, Océ may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent Océ has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse Océ for such costs and expenses. (v) Océ is not obligated to refund any monies paid for registrants not attending any scheduled training session.



**CONSIDER APPROVAL TO PURCHASE A FIREWALL AND INTERNET CONTENT FILTER**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of a firewall and content filter from Micro Integration.

**IMPACT/RATIONALE:**

By purchasing a new firewall and content filter, the district will continue to filter internet content and enforce policies outlined in policy CQ regarding "Technology Resources" and compliance with the Children's Internet Protection Act (CIPA) of 2000. CIPA requires K-12 schools and libraries using E-Rate discounts to operate "a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors..." This purchase will be funded using local funds budgeted for Network Services.

**PROGRAM DESCRIPTION:**

Through this program the district would replace the existing DeepNines content filter with a filter sized to handle 5 GB of Internet traffic and 1 million connections. The Palo Alto filter is capable of providing multiple levels of filtering based on user type and provides a track log of sites accessed by user. The Firewall features state of the art firewall services including network address translation, intrusion detection and virtual private network access. Quotes were received from three vendors with Micro Integration being the most cost effective. The cost for a Palo Alto firewall and content filter is \$42,160.00 in onetime costs with annual recurring costs of \$12,160.00 for maintenance and support.

	Micro Int	Solid Border	SOS Security
Palo Alto PA-5020	\$30,000.00	\$34,000.00	\$27,700.00
URL Filter Subscription	\$ 6,400.00	\$ 6,800.00	\$ 5,540.00
Premium Support	\$ 5,760.00	\$ 6,016.00	\$ 5,520.00
Subtotal	\$42,160.00	\$46,816.00	\$38,760.00
Installation	\$ 2,000.00		\$ 6,000.00
Grand Total	<b>\$44,160.00</b>		\$44,760.00

Submitted By: David Jacobson, Chief Technology Information Officer  
Steve Hickman, Director of Technology  
Vince Lapetino, Director of Network Services

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**INFORMATION ITEM: QUARTERLY ACADEMIC UPDATE**

During the Board/Superintendent team planning session, the Board asked the Superintendent to develop a set of key indicators from the district improvement plan for quarterly reports to the Board. The purpose of the quarterly report is to keep the focus of the Board, the administration, and the district on student performance. This workshop will focus on academic challenges and strategies to reach exemplary so the Board will have full grasp of the needs of the district in meeting the challenge.

Resource Person: Dr. Thomas Randle, Superintendent

**INFORMATION ITEM: TEXAS ASSESSMENT OF KNOWLEDGE AND SKILLS (TAKS)  
RESULTS, SPRING 2012**

The numbers below represent the preliminary results for all students tested and do not represent the final totals used for federal accountability. TAKS results for the current state designated groups – All Students, African-American, Hispanic, White, and Economically Disadvantaged – are provided in this report for the district, individual campuses, and grade levels still taking this assessment.

As Texas schools transition to the State of Texas Assessments of Academic Readiness (STAAR), the TAKS assessment is being phased-out. Results are being reported for grades 10 and 11 in 2012 and grade 11 only in 2013. Starting with the summer of 2013, only the Exit Level Retest will remain available for students who are mandated to graduate under the TAKS system.

With the transition to STAAR, TAKS results for grade 10 as well as grades 3-8 STAAR results ‘bridged’ to TAKS standards will be used for federal accountability. Federal Adequate Yearly Progress (AYP) results are due to be published by the Texas Education Agency at the end of July or the beginning of August.

**Table – LCISD 2011 to 2012 TAKS Performance by Grade Level and Student Group**

<b>LCISD 2011-2012 TAKS Performance by Grade and Student Group</b>																
	<b>ELA</b>				<b>Math</b>				<b>Science</b>				<b>Social St.</b>			
	<b>10th</b>		<b>11th</b>		<b>10th</b>		<b>11th</b>		<b>10th</b>		<b>11th</b>		<b>10th</b>		<b>11th</b>	
	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>
<b>All Students</b>	92%	93%	95%	92%	78%	78%	89%	90%	79%	77%	91%	93%	94%	93%	98%	95%
<b>Af-Amer</b>	92%	93%	92%	91%	74%	69%	84%	88%	75%	68%	87%	92%	92%	91%	97%	93%
<b>Hispanic</b>	89%	91%	93%	90%	70%	71%	85%	88%	71%	70%	86%	92%	92%	90%	97%	95%
<b>White</b>	96%	94%	98%	94%	89%	88%	96%	93%	91%	90%	98%	95%	98%	96%	99%	96%
<b>Econ Dis</b>	88%	89%	93%	89%	67%	68%	82%	86%	68%	65%	84%	90%	90%	88%	96%	94%

**Table Set – LCISD Campus TAKS Performance by Grade Level and Student Group**

<b>LCISD 2012 TAKS Performance by Grade and Student Group</b>								
	<b>ELA</b>		<b>Math</b>		<b>Science</b>		<b>Soc. St.</b>	
	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>
<b>All Students</b>	92%	86%	74%	84%	75%	90%	92%	91%
<b>Af-Amer</b>	93%	89%	75%	88%	66%	92%	89%	91%
<b>Hispanic</b>	92%	83%	67%	81%	70%	86%	91%	91%
<b>White</b>	89%	91%	88%	84%	94%	93%	97%	91%
<b>Econ Dis</b>	90%	84%	65%	82%	65%	86%	88%	90%

<b>THS 2012 TAKS Performance by Grade and Student Group</b>								
	<b>ELA</b>		<b>Math</b>		<b>Science</b>		<b>Soc. St.</b>	
	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>
<b>All Students</b>	91%	94%	72%	88%	64%	92%	90%	97%
<b>Af-Amer</b>	91%	93%	65%	86%	54%	86%	91%	91%
<b>Hispanic</b>	91%	93%	71%	88%	63%	92%	88%	98%
<b>White</b>	90%	94%	82%	91%	78%	96%	98%	96%
<b>Econ Dis</b>	90%	92%	71%	86%	61%	89%	88%	96%

<b>FHS 2012 TAKS Performance by Grade and Student Group</b>								
	<b>ELA</b>		<b>Math</b>		<b>Science</b>		<b>Soc. St.</b>	
	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>
<b>All Students</b>	94%	92%	81%	92%	81%	94%	94%	95%
<b>Af-Amer</b>	93%	88%	64%	84%	65%	94%	94%	93%
<b>Hispanic</b>	89%	92%	74%	93%	74%	96%	89%	98%
<b>White</b>	95%	93%	90%	95%	90%	94%	95%	96%
<b>Econ Dis</b>	88%	89%	74%	90%	67%	94%	88%	96%

<b>GRHS 2012 TAKS Performance by Grade and Student Group</b>								
	<b>ELA</b>		<b>Math</b>		<b>Science</b>		<b>Soc. St.</b>	
	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>	<b>10th</b>	<b>11th</b>
<b>All Students</b>	94%	95%	82%	94%	87%	96%	95%	96%
<b>Af-Amer</b>	94%	94%	71%	93%	77%	93%	92%	95%
<b>Hispanic</b>	91%	93%	73%	94%	82%	96%	93%	94%
<b>White</b>	96%	96%	89%	93%	92%	97%	97%	98%
<b>Econ Dis</b>	87%	92%	62%	91%	74%	92%	86%	95%

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

**INFORMATION ITEM: STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS –  
END OF COURSE (STAAR-EOC) RESULTS, SPRING 2012**

The below numbers represent the preliminary results for all students tested and do not represent the final totals that could be used for any future accountability growth measures. STAAR-EOC results for the current state designated groups – All Students, African-American, Hispanic, White, and Economically Disadvantaged – are provided in this report for the district, individual campuses, and courses currently taking this set of assessments.

As Texas schools transition to the State of Texas Assessments of Academic Readiness (STAAR), the End of Course (STAAR-EOC) assessments are the first group of tests in the new system to have performance standards. As such, the results below reflect the percent of students that have met the Level II Phase-In 1 standard, and are considered by the Texas Education Agency as ‘sufficiently prepared’ for the next course. These standards will be completely phased-in by the spring of 2016.

Starting in 2012 it was mandatory for all incoming ninth graders, as well as seventh and eighth grade students enrolled in a STAAR-EOC aligned course, to take a STAAR-EOC assessment. Per the waiver granted to local districts, including LCISD, and approved by the Commissioner (for 2012 only), this test did not count as 15% of a student’s final grade for the tested course.

Final results for STAAR grades 3-8 tests on the new performance standards will not be available until January 2013. However, grades 3-8 STAAR results are being ‘bridged’ to TAKS standards to allow for the reporting of Adequate Yearly Progress (AYP) results by the Texas Education Agency at the end of July or the beginning of August.

**Table – LCISD 2012 STAAR-EOC Performance by Course and Student Group**

<b>LCISD 2012 EOC Results by Course and Student Group</b>							
	<b>English I - Reading</b>	<b>English I - Writing</b>	<b>Algebra I</b>	<b>Geometry</b>	<b>Algebra II</b>	<b>Biology</b>	<b>W. Geography</b>
<b>All Students</b>	74%	62%	80%	98%	100%	89%	83%
<b>Af-Amer</b>	68%	57%	75%	100%	N/A	88%	79%
<b>Hispanic</b>	65%	49%	72%	94%	100%	84%	76%
<b>White</b>	84%	77%	91%	99%	100%	95%	93%
<b>Econ Dis</b>	62%	45%	71%	95%	100%	83%	74%

**Table Set – LCISD Campus STAAR-EOC Performance by Course and Student Group**

<b>LCHS 2012 EOC Results by Course and Student Group</b>							
	<b>English I - Reading</b>	<b>English I - Writing</b>	<b>Algebra I</b>	<b>Geometry</b>	<b>Algebra II</b>	<b>Biology</b>	<b>W. Geography</b>
<b>All Students</b>	69%	55%	73%	100%	100%	84%	77%
<b>Af-Amer</b>	65%	55%	74%	100%	N/A	82%	76%
<b>Hispanic</b>	62%	44%	66%	100%	N/A	79%	73%
<b>White</b>	83%	74%	89%	100%	100%	92%	87%
<b>Econ Dis</b>	58%	42%	71%	100%	N/A	77%	72%

<b>THS 2012 EOC Results by Course and Student Group</b>							
	<b>English I - Reading</b>	<b>English I - Writing</b>	<b>Algebra I</b>	<b>Geometry</b>	<b>Algebra II</b>	<b>Biology</b>	<b>W. Geography</b>
<b>All Students</b>	63%	46%	61%	91%	100%	83%	71%
<b>Af-Amer</b>	61%	44%	60%	100%	N/A	83%	77%
<b>Hispanic</b>	61%	45%	61%	89%	100%	82%	69%
<b>White</b>	72%	55%	67%	93%	100%	90%	79%
<b>Econ Dis</b>	61%	43%	60%	91%	100%	83%	69%

<b>FHS 2012 EOC Results by Course and Student Group</b>							
	<b>English I - Reading</b>	<b>English I - Writing</b>	<b>Algebra I</b>	<b>Geometry</b>	<b>Algebra II</b>	<b>Biology</b>	<b>W. Geography</b>
<b>All Students</b>	77%	68%	85%	100%	100%	92%	91%
<b>Af-Amer</b>	72%	59%	82%	100%	N/A	88%	84%
<b>Hispanic</b>	72%	57%	80%	100%	100%	88%	88%
<b>White</b>	83%	78%	91%	100%	100%	96%	97%
<b>Econ Dis</b>	65%	44%	76%	100%	N/A	84%	80%

<b>GRHS 2012 EOC Results by Course and Student Group</b>							
	<b>English I - Reading</b>	<b>English I - Writing</b>	<b>Algebra I</b>	<b>Geometry</b>	<b>Algebra II</b>	<b>Biology</b>	<b>W. Geography</b>
<b>All Students</b>	82%	74%	79%	99%	100%	96%	88%
<b>Af-Amer</b>	70%	64%	66%	100%	N/A	93%	77%
<b>Hispanic</b>	76%	63%	79%	95%	100%	94%	84%
<b>White</b>	89%	82%	88%	99%	100%	97%	95%
<b>Econ Dis</b>	69%	58%	74%	100%	N/A	90%	79%

<b>LJH 2012 EOC Results by Course and Student Group</b>		
	<b>Algebra I</b>	<b>Geometry</b>
<b>All Students</b>	100%	100%
<b>Af-Amer</b>	100%	100%
<b>Hispanic</b>	100%	N/A
<b>White</b>	100%	100%
<b>Econ Dis</b>	100%	N/A

<b>GJH 2012 EOC Results by Course and Student Group</b>		
	<b>Algebra I</b>	<b>Geometry</b>
<b>All Students</b>	96%	N/A
<b>Af-Amer</b>	100%	N/A
<b>Hispanic</b>	97%	N/A
<b>White</b>	94%	N/A
<b>Econ Dis</b>	96%	N/A

<b>BJH 2012 EOC Results by Course and Student Group</b>		
	<b>Algebra I</b>	<b>Geometry</b>
<b>All Students</b>	100%	100%
<b>Af-Amer</b>	100%	N/A
<b>Hispanic</b>	100%	N/A
<b>White</b>	100%	100%
<b>Econ Dis</b>	100%	N/A

<b>RJH 2012 EOC Results by Course and Student Group</b>		
	<b>Algebra I</b>	<b>Geometry</b>
<b>All Students</b>	100%	100%
<b>Af-Amer</b>	100%	N/A
<b>Hispanic</b>	100%	100%
<b>White</b>	100%	100%
<b>Econ Dis</b>	100%	N/A

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

**INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES**

**BACKGROUND INFORMATION:**

Mr. Michael Richard, Board President, will appoint board members to serve on standing and ad hoc committees for the 2012-2013 school year. Last year’s committees and members are:

	<b>2011-12</b>	<b>2012-13</b>
<b><u>STANDING COMMITTEES</u></b>		
<b>POLICY REVIEW COMMITTEE</b>	Jesse Torres Karen Mendoza Rhonda Zacharias	_____ _____ _____
<b>FINANCIAL AUDIT COMMITTEE</b>	Michael Richard Sam Hopkins Karen Mendoza	_____ _____ _____
<b>FACILITIES COMMITTEE</b>	Sam Hopkins Michael Richard Julie Thompson	_____ _____ _____
<b>ATTENDANCE BOUNDARY COMMITTEE</b>	Julie Thompson Dar Hakimzadeh Jesse Torres	_____ _____ _____
<b>INFORMATION TECHNOLOGY COMMITTEE</b>	Rhonda Zacharias Jack Christiana** Dar Hakimzadeh	_____ _____ _____
<b>GOVERNMENT AFFAIRS COMMITTEE</b>	Karen Mendoza Sam Hopkins Michael Richard	_____ _____ _____

**AD HOC COMMITTEES**

<b>TAX INCREMENT REINVESTMENT ZONE (TIRZ)</b>	Michael Richard	_____
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\*\* Advisory Member

**PROGRAM DESCRIPTION:**

If board members have an interest in specific committees, please contact Mr. Richard.



**INFORMATION ITEM: BUDGET WORKSHOP**

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2012-13 budget. Legislative topics and the status of budget development will be discussed.

Resource Person: Jill Ludwig, Chief Financial Officer

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

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2011 through May 31, 2012.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2011-12 roll as compared to prior years. Through May 31, 2012, Lamar had collected 97.9% of the 2011-12 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2011-2012.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD  
Tax Collections  
May 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	\$ 989,017.01	\$ 101,985.55	\$ 17,908.70	\$ 1,108,911.26	\$ 725,763.04	\$ 92,748.02	\$ 263,253.97	\$ 27,146.23
10	\$ 41,672.80	\$ 11,410.01	\$ 10,311.59	\$ 63,394.40	\$ 31,151.92	\$ 18,841.06	\$ 10,520.88	\$ 2,880.54
09	\$ 16,235.50	\$ 6,557.84	\$ 4,326.02	\$ 27,119.36	\$ 12,824.66	\$ 9,496.36	\$ 3,410.84	\$ 1,387.50
08	\$ 3,659.61	\$ 1,604.95	\$ 809.83	\$ 6,074.39	\$ 2,929.41	\$ 2,091.14	\$ 730.20	\$ 323.64
07	\$ 2,130.67	\$ 1,155.18	\$ 563.10	\$ 3,848.95	\$ 1,647.30	\$ 1,456.74	\$ 483.37	\$ 261.54
06	\$ 1,785.74	\$ 1,122.44	\$ 415.89	\$ 3,324.07	\$ 1,534.69	\$ 1,380.54	\$ 251.05	\$ 157.79
05	\$ 1,319.55	\$ 776.44	\$ 276.63	\$ 2,372.62	\$ 1,159.70	\$ 957.20	\$ 159.85	\$ 95.87
04	\$ 1,639.08	\$ 1,056.96	\$ 367.97	\$ 3,064.01	\$ 1,443.72	\$ 1,297.32	\$ 195.36	\$ 127.61
03	\$ 1,203.70	\$ 644.26	\$ 161.19	\$ 2,009.15	\$ 1,083.68	\$ 740.57	\$ 120.02	\$ 64.88
02	\$ 1,518.85	\$ 992.20	\$ 252.25	\$ 2,763.30	\$ 1,379.06	\$ 1,159.16	\$ 139.79	\$ 85.29
01	\$ 91.21	\$ 115.15	\$ 27.78	\$ 234.14	\$ 82.21	\$ 131.54	\$ 9.00	\$ 11.39
00	\$ 71.48	\$ 103.58	\$ 26.03	\$ 201.09	\$ 65.92	\$ 121.62	\$ 5.56	\$ 7.99
99	\$ 183.87	\$ 294.19	\$ 71.72	\$ 549.78	\$ 170.87	\$ 345.10	\$ 13.00	\$ 20.81
98	\$ 27.30	\$ 46.96	\$ 11.14	\$ 85.40	\$ 27.30	\$ 58.10	\$ -	\$ -
97	\$ 72.69	\$ 112.44	\$ 21.37	\$ 206.50	\$ 72.69	\$ 133.81	\$ -	\$ -
96	\$ 25.70	\$ 50.35	\$ 11.40	\$ 87.45	\$ 25.70	\$ 61.75	\$ -	\$ -
95	\$ 2.41	\$ 5.01	\$ 1.11	\$ 8.53	\$ 2.28	\$ 5.85	\$ 0.13	\$ 0.27
94	\$ 46.68	\$ 95.19	\$ 19.03	\$ 160.90	\$ 44.26	\$ 109.28	\$ 2.42	\$ 4.94
93	\$ 4.06	\$ 9.42	\$ 2.02	\$ 15.50	\$ 3.88	\$ 11.02	\$ 0.18	\$ 0.42
92	\$ 57.58	\$ 140.44	\$ 29.70	\$ 227.72	\$ 56.44	\$ 167.36	\$ 1.14	\$ 2.78
91	\$ 3.09	\$ 7.91	\$ 1.66	\$ 12.66	\$ 3.01	\$ 9.36	\$ 0.08	\$ 0.21
90	\$ 14.97	\$ 39.96	\$ 8.24	\$ 63.17	\$ 14.80	\$ 47.74	\$ 0.17	\$ 0.46
89	\$ 252.09	\$ 703.35	\$ 143.31	\$ 1,098.75	\$ 218.68	\$ 753.44	\$ 33.41	\$ 93.22
88 & prior	\$ 294.97	\$ 835.38	\$ 187.84	\$ 1,318.19	\$ 231.28	\$ 842.72	\$ 63.69	\$ 180.50
<b>Totals</b>	<b>\$ 1,061,330.61</b>	<b>\$ 129,865.16</b>	<b>\$ 35,955.52</b>	<b>\$ 1,227,151.29</b>	<b>\$ 781,936.50</b>	<b>\$ 132,966.80</b>	<b>\$ 279,394.11</b>	<b>\$ 32,853.88</b>

**Lamar Consolidated ISD**  
**Tax Collections**  
**September 1, 2011-August 31, 2012**  
**(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5-31-12
11	\$ 132,226,942.56	\$ 5,456,085.92	\$ 137,683,028.48	\$ 134,725,413.51	\$ 477,683.81	\$ 59,701.57	\$ 135,262,798.89	\$ 2,957,614.97
10	\$ 1,709,271.04	\$ 63,026.97	\$ 1,772,298.01	\$ 836,769.79	\$ 192,727.19	\$ 199,751.90	\$ 1,229,248.88	\$ 935,528.22
09	\$ 832,887.31	\$ 122,118.67	\$ 955,005.98	\$ 258,398.81	\$ 86,898.17	\$ 60,815.00	\$ 406,111.98	\$ 696,607.17
08	\$ 481,526.15	\$ 132,686.43	\$ 614,212.58	\$ 126,944.04	\$ 40,191.24	\$ 23,183.87	\$ 190,319.15	\$ 487,268.54
07	\$ 342,288.30	\$ 110,937.29	\$ 453,225.59	\$ 70,531.58	\$ 18,372.13	\$ 8,749.78	\$ 97,653.49	\$ 382,694.01
06	\$ 272,649.57	\$ 74,379.28	\$ 347,028.85	\$ 68,203.85	\$ 11,733.38	\$ 4,369.24	\$ 84,306.47	\$ 278,825.00
05	\$ 249,944.89	\$ 2,741.43	\$ 252,686.32	\$ 32,845.58	\$ 9,612.85	\$ 3,666.27	\$ 46,124.70	\$ 219,840.74
04	\$ 164,187.60	\$ (2,449.75)	\$ 161,737.85	\$ 25,557.36	\$ 8,572.50	\$ 3,206.82	\$ 37,336.68	\$ 136,180.49
03	\$ 138,396.99	\$ (3,171.31)	\$ 135,225.68	\$ 10,812.21	\$ 7,021.28	\$ 1,783.28	\$ 19,616.77	\$ 124,413.47
02	\$ 120,166.26	\$ (2,735.06)	\$ 117,431.20	\$ 5,689.50	\$ 3,686.25	\$ 946.84	\$ 10,322.59	\$ 111,741.70
01	\$ 110,698.67	\$ (2,330.86)	\$ 108,367.81	\$ 5,735.80	\$ 4,817.63	\$ 1,230.68	\$ 11,784.11	\$ 102,632.01
00	\$ 105,343.99	\$ (27,562.70)	\$ 77,781.29	\$ 2,432.81	\$ 3,410.83	\$ 877.87	\$ 6,721.51	\$ 75,348.48
99	\$ 88,754.79	\$ (13,758.06)	\$ 74,996.73	\$ 2,595.53	\$ 3,955.81	\$ 975.75	\$ 7,527.09	\$ 72,401.20
98	\$ 76,029.84	\$ (13,657.29)	\$ 62,372.55	\$ 1,933.83	\$ 3,125.62	\$ 757.27	\$ 5,816.72	\$ 60,438.72
97	\$ 59,059.59	\$ (3,478.50)	\$ 55,581.09	\$ 792.48	\$ 1,290.04	\$ 304.51	\$ 2,387.03	\$ 54,788.61
96	\$ 59,195.77	\$ (2,785.26)	\$ 56,410.51	\$ 3,130.20	\$ 5,894.52	\$ 1,353.71	\$ 10,378.43	\$ 53,280.31
95	\$ 45,570.81	\$ (1,460.91)	\$ 44,109.90	\$ 2,019.95	\$ 3,947.39	\$ 896.15	\$ 6,863.49	\$ 42,089.95
94	\$ 36,115.39	\$ (1,460.91)	\$ 34,654.48	\$ 1,205.05	\$ 2,453.81	\$ 538.49	\$ 4,197.35	\$ 33,449.43
93	\$ 33,957.74	\$ (1,079.33)	\$ 32,878.41	\$ 1,113.85	\$ 2,433.81	\$ 532.13	\$ 4,079.79	\$ 31,764.56
92	\$ 31,726.55	\$ (803.91)	\$ 30,922.64	\$ 1,250.14	\$ 2,785.22	\$ 605.29	\$ 4,640.65	\$ 29,672.50
91	\$ 30,258.77	\$ (798.48)	\$ 29,460.29	\$ 894.82	\$ 2,133.86	\$ 448.42	\$ 3,477.10	\$ 28,565.47
90	\$ 22,822.04	\$ (23,846.07)	\$ (1,024.03)	\$ 707.34	\$ 1,756.56	\$ 363.90	\$ 2,827.80	\$ (1,731.37)
89	\$ 44,731.29	\$ (6,219.50)	\$ 38,511.79	\$ 1,003.64	\$ 2,420.40	\$ 503.30	\$ 3,927.34	\$ 37,508.15
88 & prior	\$ 8,152.40		\$ 8,152.40	\$ 1,340.95	\$ 3,362.59	\$ 680.04	\$ 5,383.58	\$ 6,811.45
<b>Totals</b>	<b>\$137,290,678.31</b>	<b>\$5,854,378.09</b>	<b>\$143,145,056.40</b>	<b>\$136,187,322.62</b>	<b>\$900,286.89</b>	<b>\$376,242.08</b>	<b>\$137,463,851.59</b>	<b>\$6,957,733.78</b>

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

<b>MONTH</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>	<b>2003-04</b>	<b>2002-03</b>	<b>2001-02</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%	0.2%
<b>NOV</b>	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%	4.3%
<b>DEC</b>	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%	22.8%
<b>JAN</b>	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%	60.0%
<b>FEB</b>	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%	92.5%
<b>MAR</b>	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%	93.8%
<b>APR</b>	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%	94.9%
<b>MAY</b>	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%	95.6%
<b>JUNE</b>		98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%	96.2%
<b>JULY</b>		98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%	96.9%
<b>AUG</b>		98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%	97.3%	97.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2011-12 TAX COLLECTIONS  
AS OF MAY 31, 2012**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 5-31-12</b>	<b>% OF BUDGET COLLECTED</b>
2011	2011-12	\$135,480,515	\$134,725,414	99.44%
2010 & Prior	2010-11 & Prior	\$2,950,000	\$1,461,909	49.56%
<b>TOTAL</b>		<b>\$138,430,515</b>	<b>\$136,187,323</b>	<b>98.38%</b>

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

Exhibit E

<b>SCHOOL YEAR TAX YEAR</b>	<b>2006-07 2006</b>	<b>2007-08 2007</b>	<b>2008-09 2008</b>	<b>2009-10 2009</b>	<b>2010-11 2010</b>	<b>2011-12 2011</b>
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 107,330,019	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943
1 Collections	\$ 104,997,277	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	134,725,414
Adj. To Roll	\$ (388,332)	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,456,086
2 Collections	\$ 1,285,841	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	836,770	
Adj. To Roll	\$ 54,079	\$ 27,409	\$ (65,264)	\$ (117,676)	63,027	
3 Collections	\$ 406,776	\$ 267,371	\$ 248,471	\$ 258,399		
Adj. To Roll	\$ 110,409	\$ 21,693	\$ 96	\$ 122,119		
4 Collections	\$ 131,250	\$ 136,983	\$ 126,944			
Adj. To Roll	\$ 15,723	\$ 54,869	\$ 132,686			
5 Collections	\$ 106,810	\$ 70,532				
Adj. To Roll	\$ 78,704	\$ 110,937				
6 Collections	\$ 68,204					
Adj. To Roll	\$ 74,379					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 106,996,157	\$ 110,473,829	\$ 125,031,399	\$ 129,761,956	\$ 132,922,789	\$ 134,725,414
<b>ADJUSTED TAX ROLL</b>	\$ 107,274,982	\$ 110,856,523	\$ 125,518,667	\$ 130,458,563	\$ 133,858,317	\$ 137,683,028
<b>BALANCE TO BE COLLECTED</b>	\$ 278,825	\$ 382,694	\$ 487,268	\$ 696,607	\$ 935,527	\$ 2,957,615
<b>ADJ. TAXABLE VALUE</b>	\$ 6,931,475,580	\$ 8,542,867,752	\$ 9,672,767,467	\$ 10,053,447,648	\$ 9,809,704,072	\$ 9,904,897,556
<b>TOTAL % COLLECTIONS AS OF MAY 31, 2012</b>	99.7%	99.7%	99.6%	99.5%	99.3%	97.9%
<b>TAX RATE</b>	\$ 1.54765	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005

**INFORMATION ITEM: ENERGY MANAGEMENT QUARTERLY REPORT**

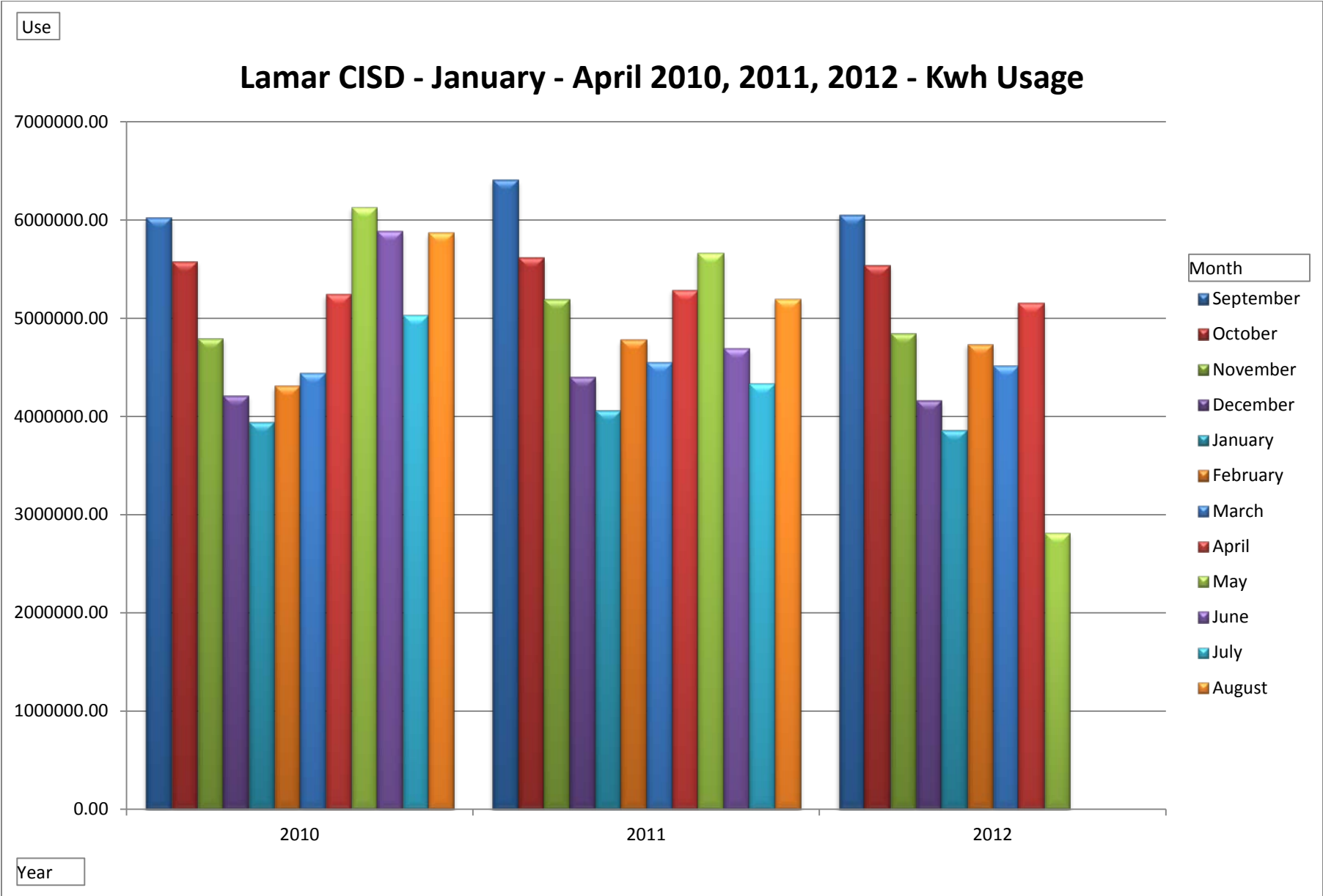
This quarter snapshot reflects a decrease in total Kwh usage of 552,557.10. Satellite Transportation is still creating its first year baseline. The Kwh usage for this location has been subtracted from the overall total usage for this time period.

We continue to tighten our schedules. We are still seeing benefits from the upgrades performed through Maintenance & Operations, the Bond Program, and CenterPoint SCORE Program. We are continually looking for better ways to monitor our usage through technology. We are beginning to implement the Administrative Regulation regarding Energy Management.

We continue to monitor all utilities and there use.

Resource Person: J. Kevin McKeever, Administrator for Operations





**Lamar CISD  
Quarterly Snapshot - Kwh Usage**

Sum of Use	Year		
Month	2010	2011	2012
January	3,945,466.00	4,063,270.00	3,863,003.90
February	4,313,791.00	4,781,907.00	4,740,456.00
March	4,445,409.00	4,553,056.00	4,522,058.00
April	5,243,714.00	5,294,148.00	5,158,306.00
<b>Total</b>	<b>17,948,380.00</b>	<b>18,692,381.00</b>	<b>18,283,823.90</b>
Satellite Transportation			144,000.00
			144,000.00
			18,283,823.90
			-144,000.00
<b>Base Line</b>	<b>17,948,380</b>	<b>18,692,381.00</b>	<b>18,139,823.90</b>

**Lamar CISD**  
**Electrical Kwh Usage**  
**January - April 2010, 2011, 2012**

Locations	Year		
Building	2012	2011	2010
1621 Place	21,449.00	23,641.00	23,624.00
Alternative Learning Center	108,480.00	108,288.00	130,482.00
Austin Elementary	254,400.00	276,288.00	277,632.00
Beasley Elementary	217,920.00	220,800.00	197,184.00
Bowie Elementary	302,208.00	309,888.00	284,736.00
Briscoe Junior High	1,179,277.00	1,102,402.00	1,040,895.00
Campbell Elementary	467,805.00	477,436.00	457,184.00
Dickinson Elementary	341,856.00	363,456.00	384,768.00
Foster High School	1,092,333.00	1,149,169.00	1,179,037.00
Frost Elementary	392,420.00	413,207.00	406,130.00
Huggins Elementary	330,388.00	390,281.00	379,187.00
Jackson Elementary	319,846.00	330,111.00	349,773.00
Lamar High School	2,999,233.00	3,029,752.00	3,456,980.00
Meyer Elementary	296,744.00	321,051.00	338,099.00
Navarro Middle School	329,088.00	354,240.00	378,240.00
Pink Elementary	405,534.00	404,703.00	414,786.00
Seguin Elementary	203,309.00	232,058.00	239,092.00
Smith Elementary	256,896.00	329,664.00	318,528.00
Taylor Ray Elementary	336,672.00	384,768.00	435,168.00
Terry High School	1,197,349.00	1,249,948.00	1,375,899.00
Travis Elementary	369,792.00	397,824.00	370,560.00
Williams Elementary	409,344.00	383,232.00	425,856.00
Natatorium	64,495.00	133,953.00	144,000.00
Brazos Crossing	202,944.00	281,088.00	287,616.00
Hutchinson Elementary	398,967.00	407,996.00	411,565.00
George Ranch High School	1,656,690.00	1,616,591.00	534,219.00
Hubenak Elementary	260,736.00	239,040.00	274,176.00
Thomas Elementary	312,384.00	301,632.00	289,900.00
Jane Long Elementary	454,189.00	450,431.00	452,608.00
George Junior High	635,229.90	747,866.00	876,403.00
Wessendorff Middle School	306,115.00	305,764.00	361,219.00
Band Road-UD	42,153.00	31,831.00	27,032.00
Terry High School - Field House	121,152.00	113,664.00	146,688.00
Velasquez Elementary	421,532.00	419,415.00	411,174.00
McNeil Elementary	443,434.00	437,293.00	369,915.00
Wertheimer Middle	318,912.00	287,232.00	283,008.00
Staff Development Center	24,600.00	19,960.00	13,520.00
Reading Junior High	517,085.00	536,690.00	201,497.00
Lamar Junior High	0.00	0.00	
Powell Point	126,863.00	109,728.00	
Satellite Transportation	144,000.00		
<b>Grand Total</b>	<b>18,283,823.90</b>	<b>18,692,381.00</b>	<b>17,948,380.00</b>

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Drymalla Construction (Long Meadow Farms Elem #22)	Application # 1	<b>\$ 606,450.55</b>
Drymalla Construction (Polly Ryon Middle)	Application # 1	<b>\$ 287,278.10</b>
EHRA (Summer Parks Elementary #23)	Application # 1	<b>\$ 2,750.00</b>
Fort Bend Herald (Long Meadow Farms Elem #22)	Application # 1	<b>\$ 90.75</b>
Fort Bend Herald (Natatorium #2)	Application # 1	<b>\$ 95.70</b>
Fort Bend Herald (Polly Ryon Middle)	Application # 1	<b>\$ 90.75</b>
Jerdon Enterprise (Transportation Satellite Center)	Application # 4	<b>\$ 78,661.83</b>
Jerdon Enterprise (Transportation Satellite Center)	Application # 5	<b>\$ 49,708.75</b>
LAN (Transportation Satellite Data Center)	Application # 9	<b>\$ 3,680.00</b>
PBK Architects (Bowie Elementary – Paving)	Application # 3	<b>\$ 739.75</b>
PBK Architects (George Ranch HS – Paving)	Application # 3	<b>\$ 20,065.71</b>
PBK Architects (Long Meadow Farms Elem #22 - Reimbursables)	Application # 9	<b>\$ 14,320.37</b>
PBK Architects (Long Meadow Farms Elem #22 - Reimbursables)	Application # 10	<b>\$ 1,164.12</b>

PBK Architects (Natatorium)	Application # 17	\$	<b>89.67</b>
PBK Architects (Polly Ryon Middle - Reimbursables)	Application # 8	\$	<b>18,925.77</b>
PBK Architects (Polly Ryon Middle – Phase II)	Application # 1	\$	<b>30,848.33</b>
Pepper-Lawson Construction (Transportation Satellite Center)	Application # 18	\$	<b>221,994.85</b>
RDLR Architects (Transportation)	Application # 1	\$	<b>3,000.00</b>
RDLR Architects (Transportation Satellite Center)	Application # 14	\$	<b>4,647.63</b>
RDLR Architects (Transportation Satellite Center)	Application # 15	\$	<b>13,942.88</b>
Terracon (Long Meadow Farms Elem #22)	Application # 1	\$	<b>13,700.00</b>
Terracon (Polly Ryon Middle)	Application # 1	\$	<b>4,210.00</b>
Terracon (Summer Parks Elementary #23)	Application # 1	\$	<b>3,200.00</b>
Terracon (Summer Parks Elementary #23)	Application # 2	\$	<b>2,800.00</b>
Terracon (Trans Satellite Center – Secondary Access)	Application # 6	\$	<b>2,895.00</b>
Winning Way Services (Long Meadow Farms Elem #22)	Application # 2	\$	<b>875.00</b>
Winning Way Services (Polly Ryon Middle)	Application # 1	\$	<b>12,325.00</b>
Winning Way Services (Polly Ryon Middle)	Application # 2	\$	<b>875.00</b>

Resource person: Kevin McKeever, Administrator for Operations

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

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

### **Work Request Summary for May, 2012:**

- The Department completed 1,541 requests with 52 new requests
- 21 were closed

### **Maintenance:**

The Maintenance Department assisted by:

- Replacing a disposal in the kitchen at Lamar Junior High
- Repairing a domestic water pipe in the yard at Williams Elementary
- Adding two electrical receptacles for technology at Foster High
- Relocating two light switches at the Development Center
- Reprogramming the intercom system at Foster High
- Replacing a call button in a classroom at Campbell Elementary
- Cutting/delivering keys to the field house at Lamar High
- Replacing the dialer batteries for the fire alarm system at Austin Elementary
- Resetting a duct detector on the fire alarm system at Reading Junior High
- Repairing tables in the cafeteria at Austin Elementary
- Hanging a basketball banner in the gym at Terry High
- Installing a handrail on the steps by the tennis courts at Lamar High
- Taking down and assembling a new back drop for the 5<sup>th</sup> grade program at Campbell Elementary
- Picking up items from Graphic Arts and taking them to George Junior High for the Employee Banquet
- Replacing a broken pencil sharpener at Frost Elementary
- Making props for the Employee Banquet
- Replacing ceiling tiles in the kitchen at Beasley Elementary
- Repairing an exit sign in the kitchen at Beasley Elementary
- Repairing a door stop at Seguin Elementary
- Replacing bricks on the pathway in the playground area at Campbell Elementary
- Repairing a loose handrail in the auditorium at George Ranch High
- Taking down and assembling a new backdrop for an upcoming program at Thomas Elementary
- Hanging a white board at Brazos Crossing
- Assembling four sets of shelves and one chair at Briscoe Junior High Vocational
- Hanging a large painting in the library at Wertheimer Middle

- Replacing lamps in four fixtures, and replacing ceiling tile in the main hall at Wessendorff Middle
- Removing gum off ceiling tiles and replacing three light bulbs in fixtures in the band hall at Navarro Middle
- Hanging a bulletin board in classroom B-108 at Lamar Junior High
- Hanging two banners in the gym at Foster High
- Repainting the marquee in front of Jackson Elementary
- Repairing the ramp to the portables at Smith Elementary
- Adding a water hose faucet to an exterior wall at Terry High
- Replacing a dish return disposal in the kitchen at Hubenak Elementary
- Adding electrical components to provide for a hand dryer in the vocational area at Terry High
- Adding electrical components for two additional receptacles at Long Elementary
- Reprogramming the intercom system for an additional bell at Lamar High
- Reprogramming intercom bell system at Meyer Elementary
- Refastening loose door hinges at Lamar Junior High
- Repairing loose connections on the fire alarm system at McNeill Elementary
- Resetting the fire alarm system and magnetic doors after an electrical power disruption at Lamar High
- Disassembling a backdrop on the stage at Campbell Elementary
- Re-attaching a white board at Wertheimer Middle
- Setting up decorations in the cafeteria at George Junior High
- Replacing a toilet seat at Terry High
- Re-installing a black cap on the bleachers in the small gym at Terry High
- Hanging two pictures at Brazos Crossing
- Taking down vents to clean filters in room 105-C at Lamar High
- Installing an AED unit on the wall by the Auditorium at Lamar High
- Repairing the gutter in the pool deck area at the Natatorium
- Servicing four light fixtures at Campbell Elementary
- Running the lights and sound for Baccalaureate at Lamar High Auditorium
- Repairing flush meter leaks on toilets at Powell Point
- Replacing a dish return disposal in the kitchen at Austin Elementary
- Terminating and covering electrical wires on a pedestal at Beasley Elementary
- Repairing a cat walk light in the auditorium at Lamar High
- Rebooting the intercom system after an electrical power disruption at Wertheimer Middle and Navarro Middle
- Adjusting hinges, closer, and filing the strike on a door at Briscoe Junior High
- Replacing a duct detector on the fire alarm system at Reading Junior High
- Cleaning a smoke detector at Meyer Elementary
- Assembling six shelving units at Lamar High Vocational
- Repairing the superintendent's chair at Brazos Crossing
- Installing a paper dispenser in the restroom at Jackson Elementary
- Caulking the cracks in the gym walls and painting them at Smith Elementary
- Re- attaching a paper towel dispenser at Huggins Elementary
- Trimming loose carpet threads at Hutchison Elementary

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

The Operations Department assisted by:

- Filling an ice chest with ice for field trips, sweeping the bus ramp, and setting up for the Wildcat Run at Velasquez Elementary
- Cleaning the lounge after a teachers dinner, moving desks to the old gym, repairing a tissue and soap dispenser, and moving two small tables at Jane Long Elementary
- Delivering copy paper to several classrooms, unstopping a sink in the first grade boy's restroom, setting up the stage for a program, and adjusting desks at Meyer Elementary
- Opening up for church services, setting up for the Employee Banquet, and opening for the YMCA at George Junior High
- Removing trash from all outside trash cans, removing feces from the main hall, moving four desks/chairs, and cleaning blood from the main hallway at Taylor Ray Elementary
- Sweeping the bus porch, delivering copy paper to the workroom, removing trash from the grounds, and reattaching a soap dispenser at Travis Elementary
- Delivering a box of paper to room G6, removing trash from the grounds, cleaning up vomit in the library, moving boxes, and setting up 30 chairs in the library at Hubenak Elementary
- Setting up in a portable for testing, cleaning a spill in the rotunda area, replacing a pencil sharpener, and opening for SAT testing at Lamar High
- Cleaning vents in the cafeteria, removing spots on the gym walls, and cleaned the front entry windows at Jackson Elementary
- Setting up for a cheer camp, tightening screws on a lunch table, and cleaning the bus ramp area at Velasquez Elementary
- Setting up 150 chairs for a Mother's Day event, delivering copy paper, replacing lights, and opening the school on Saturday for voting at Dickinson Elementary
- Preparing ice chests for field trips, setting up tables, removing trash from the playground area, and preparing the cafeteria for field day at Velasquez Elementary
- Setting up in the library for a teachers meeting, sweeping the bus porch area, setting up the gym for a program, and delivering desks to a portable at Meyer Elementary
- Checking pool chemicals, releasing air out of the lines, vacuuming the bottom of the pool, and sweeping the pool deck at the Natatorium
- Setting up in the cafeteria for a ceremony and setting up tables in the cafeteria for a program at Lamar Junior High
- Sweeping the bus porch, removing trash from the grounds area, sweeping leaves, unclogging urinals in restrooms, and delivering copy paper at Travis Elementary
- Opening the auditorium for a concert, setting up the cafeteria for an FFA banquet, and opening up for Drama Kids International Auditions at Terry High
- Opening classrooms for substitutes, replacing lights, setting up chairs in the gym for a program, and setting up 50 chairs in the gym for a party at Hutchison Elementary
- Delivering boxes of paper, repairing tables in the library, replacing lights in the main hallway, repairing the clock in the gym, and setting up chairs and tables in the gym for open house at Seguin Elementary



- Checking the water temperature, vacuuming the pool, setting up for a swimming party, moving the lane ropes, and checking the chemicals at the Natatorium
- Opening for a church on Sunday, setting up for STAAR testing, opening for academic awards, and opening for the YMCA at George Junior High
- Cleaning the gym walls, using the micromatic on the gym floors, securing all outside doors, and cleaning the front entry windows at Jackson Elementary
- Removing water from the E hall due to rain, cleaning a water spill in A hall, delivering tables to the outside patio for students, setting up the auditorium for an awards program, and opening up for Baccalaureate service at Lamar High
- Unclogging a commode in the teacher's restroom, adding paper towels in the girl's restroom and teacher's lounge, setting up two tables for a baby shower, cleaning coolers for field day, and removing trash from grounds at Travis Elementary
- Cleaning kinder boys and girls restrooms, cleaning the front windows, replacing ceiling tiles, and helping with field day at Hubenak Elementary
- Replacing lights, delivering chairs for a program, delivering tables to the foyer for an event, and delivering folding tables to the cafeteria at Campbell Elementary
- Mowing district-wide
- Mowing all athletic fields
- Setting up at the fairgrounds for the Surf's Up event
- Delivering bleachers to Jane Long for a fun run event
- Assisting in setting up for the Employee Banquet at George Junior High
- Moving lockers from George Ranch High
- Painting baseball fields for playoff games at Lamar High
- Delivering tables from Foster High to Terry High for a banquet
- Delivering tables to Hutchison, Hubenak, Reading Junior High, and Meyer
- Delivering tables for a fish fry hosted by L.E.A.F.
- Storing the pole vaults and mats at Terry High
- Delivering tables to Reading Jr. High, Taylor Ray, Hubenak, and Hutchison
- Overseeing the new toy installation at Frost Elementary
- Cleaning up hydraulic spill in the Frost Elementary parking lot
- Providing rodent control at: Jackson, Lamar High, Frost, and Beasley
- Providing ant control at: Wessendorff Middle, McNeill, Hubenak, Campbell, and Lamar Junior High
- Providing bee removal at Lamar High
- Removing wasps at Jackson Elementary
- Assisting in scheduling Gillen's Pest Control services at: Meyer, Taylor Ray, Travis, Jane Long, Brazos Crossing, Distribution Center, M/O, Transportation, Warehouse Commons, Austin, ALC, Briscoe Junior High, Frost, Jackson, Pink, Seguin, and Wertheimer Middle, and Velasquez

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



## Lamar CISD 2011 Bond Program Monthly Report



June 2012

### 2006 Bond Program Projects

#### **Transportation Satellite Facility**



Transportation Satellite

- The letter of substantial completion was issued for the buildings by the architect April 30, 2012.
- The secondary drive contractor completed the FM-1093 to Bois d'Arc connector on April 11, 2012.
- The secondary drive contractor has completed the connection for the secondary drive and FM-1093.
- The environmental study required by TxDot will be completed in about 9 months for the deceleration lane at the secondary drive-way and the deceleration lane will be installed directly after the study is completed.
- On May 29<sup>th</sup> Gilbane, PBK and Berg Oliver met with TxDOT's environmental engineer and discussed the process necessary to complete the environmental study.
- Ft. Bend Fire Marshal walked the site and building May 9, 2012 and approved occupancy.
- Projected close-out for the Satellite Transportation is July 2012.
- A meeting is scheduled with CJ Snipes (City Manager for The City of Fulshear), LCISD and Gilbane for Wednesday June 13, 2012 to discuss signage and annexation regarding the portion of the satellite transportation site that is substantially complete.

#### **Natorium Phase I Renovations**

- Placement of the caulking at the kool deck expansion joints was completed on May 29th, 2012.
- Projected close-out is July 2012.

#### **Bowie Elementary Parking**

- Two solar lights have been installed along the new parent drop-off drive. LCISD will evaluate to see if this is something the District will want to incorporate into future campuses.
- Close-out is on the June 2012 board agenda.

#### **Smith Elementary Parking**

- Job is complete.
- Close-out is on the June 2012 board agenda.

#### **George Ranch Staging Lanes**

- Job is complete.
- Close-out is on the June 2012 board agenda.

## 2011 Bond Program Projects

### **Elementary No. 22**



- Notice to Proceed was issued to Drymalla Construction March 30, 2012.
- The third project meeting was held on May 29<sup>th</sup> on-site and attended by Gilbane, PBK, and Drymalla.
- The final plat was signed-off by Ft. Bend County on June 5<sup>th</sup>.
- Thirty percent of the electronic submittals have been approved and the general contractor continues to forward submittals to the design team for review and approval.
- Grade beams in area E are being worked on and concrete is being placed within the grade beams the week of June 4<sup>th</sup>.
- Placement of the storm lines continue across the site.
- Plumbing rough-in continues at Area E.
- Electrical rough-in continues in Area E.
- Sanitary lines are being installed at Area E and placement of necessary man holes continue.
- Fire line rough-in installation continues.
- Irrigation sleeves are being installed.
- Out fall is 95% complete.

### **Polly Ryon Middle School**



- Notice to Proceed was issued March 30, 2012.
- The building pad is complete and site work continues.
- Temporary power has been installed.
- A concrete pre-installation meeting was held on site May 1, 2012.
- Layout and drilling of piers in areas A&B is complete.
- Layout and drilling of piers in areas C&D continue.
- Installation of grade beams has started in areas A&B.
- Storm sewer installation is complete. Installation of other underground utilities continues.
- Fire loop rough-in was inspected and hydro tested by Fire Marshal.
- Water tie-in to Reading JHS 12" main is complete.
- Sanitary mains and man hole rough-in have started.
- Electrical rough-in continues for the site and areas A&B.
- Plumbing rough-in continues in areas A&B.
- Irrigation sleeves are being installed.
- Stabilization of concrete paving areas has started.

## 2011 Bond Program Projects

### **George Ranch High School Build-Out**



**GRHS Build-Out**

- Notice to Proceed was issued March 30, 2012.
- Construction work commenced full-time on June 1, 2012.
- Floor prep is complete in area N1.
- Interior wall framing is complete in all areas.
- Electrical rough-in is complete in all areas. Electrical wiring continues.
- Drywall is approximately 90% complete in all areas.
- Tape and float has started in areas L1 & N1.
- Wood blocking is installed in area N2.
- Plumbing rough-in continues in area N2.
- Ductwork installation continues in all areas.
- Wall insulation and inspection are complete in areas L1, L2 and N1.
- Fire sprinkler heads have been installed.
- Primer for vinyl wall covering is complete in areas L1, L2 & N1.
- Ceiling grid wire installation has started.
- Data wire installation is complete in all areas.
- Classroom casework was delivered June 7<sup>th</sup>.

## **Bond Program Budget**

<b>EXECUTIVE REPORT</b>				
	<b>BUDGET</b>	<b>COMMITTED</b>	<b>UNCOMMITTED</b>	<b>PAID</b>
NEW FACILITIES	51,095,100	25,428,093	25,667,007	700,612
LAND	2,700,000	-	2,700,000	-
TECHNOLOGY	21,168,000	-	21,168,000	-
TRANSPORTATION	6,100,779	-	6,100,779	-
EXISTING FACILITIES	23,791,755	1,171,860	22,619,895	-
MISCELLANEOUS	5,144,367	-	5,144,367	-
<b>TOTAL</b>	<b>110,000,001</b>	<b>26,599,953</b>	<b>83,400,048</b>	<b>700,612</b>

**INFORMATION ITEM: MULTI-YEAR CONTRACTS FOR INSURANCE PRODUCTS**

In July, 2010 the Board of Trustees approved multi-year contracts for the following insurance products:

- Fleet and Crime coverage
- General Liability and Professional Legal Liability coverage

The District's 2012-2013 premium for Fleet, Crime, and General/Professional Liability coverage will remain the same.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources  
Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.

**INFORMATION ITEM: MULTI-YEAR CONTRACTS FOR STUDENT AND ATHLETIC  
INSURANCE COVERAGE**

In July, 2011 the Board of Trustees approved a multi-year contract for the Student and Athletic Insurance coverage.

The District's 2012-2013 premium for Student and Athletic Insurance blanket coverage will remain the same. However the catastrophic policy attached to this coverage will increase by \$824.00.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources  
Trudy Harris, Assistant Director of Employee Services/Risk Mgmt.