



A PROUD TRADITION | A BRIGHT FUTURE

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGULAR BOARD MEETING
Tuesday, April 15, 2014

7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
APRIL 15, 2014
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
 - A. March 18, 2014 - Special Meeting (Workshop) 6
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 - A. Meetings and events
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 - B. Information for immediate attention
 - C. Introductions
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10. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a	144

- 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) 145
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 - d. Consider renewal of contract for professional teachers/support personnel 148
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2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Discuss pending, threatened, or potential litigation, including school finance litigation
 - b. Any item listed on the agenda
 - c. Deliberate possible approval of settlement agreement with Smarsh, Inc. relating to disputed subscription agreement

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.

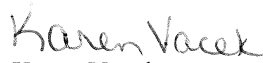
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 11th day of April 2014 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.


Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 18th day of March 2014, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Rhonda Zacharias	Vice President
Frank Torres	Secretary

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—

Minutes of the Special Board Meeting of March 18, 2014 – page 13

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

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

8. ACTION ITEMS

8. B GOAL: PLANNING

8. B-11 Consider Approval of CSP #03-2014 for the Renovations to Alternative Learning Center, Austin Elementary, Beasley Elementary, Foster High, Lamar Consolidated High, Lamar Junior High, Taylor Ray Elementary, and Travis Elementary

Ms. Gonzales requested budget information on the miscellaneous renovations by school, a copy of the scoring sheet, and the scores of the four contractors listed. Gilbane will be providing this information on Thursday. Projects will be completed by August.

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

8. C-1 Consider Approval of the Lamar CISD Student Code of Conduct and Secondary Dress Code for the 2014—2015 School Year

Mr. Hakimzadeh questioned the added line in regards to facial hair on males. Dr. Bevers explained that the committee considered the amount of time that administrators are spending dealing with facial hair issues along with the amount of time taken from the instructional day. High school principals have come to a compromise as to how to police facial hair issues to keep students in the classroom, not losing instructional time. If it becomes a distraction, the situation will be dealt with because it affects the other students in the classroom. Ms. Gonzales commented that it seems to be subjective. Dr. Randle commented that there are a number of discipline decisions that can be subjective based on the circumstances that exist. The entire circumstance must be considered to make a decision and it is important how the circumstance is approached. The subjectivity should not negatively impact students. The principals and assistant principals are going to approach it in an equitable manner.

9. INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-3 Project Lead The Way Pilot Program

The Career and Technical Education Department has had a working relationship with Project Lead the Way (PLTW) since the 2010 school year. George Ranch High School has been approved by PLTW to implement a Bio-Engineering pilot program for the 2014—2015 school year.

9. B GOAL: PLANNING

9. B-6 Campus Climate Surveys

Mike Rockwood, Executive Director of Community Relations, presented information on the Campus Climate Survey results seeking parent, student and staff views on the educational climate in each school. The survey focused on topics such as academic preparation, student support, safety, and parent involvement. Overall, the results were positive. The District will use feedback from this survey to help guide decision-making.

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

The Board did not convene in Closed Session.

RECONVENE IN OPEN SESSION

ADJOURNMENT

The meeting adjourned at 7:27 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Julie Thompson
President of the Board of Trustees

Frank Torres
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 20th day of March 2014 the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Secretary
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

None

4. AUDIENCE TO PATRONS

None

5. APPROVAL OF MINUTES OF FEBRUARY 18, 2014 SPECIAL BOARD MEETING (WORKSHOP) AND FEBRUARY 20, 2014 REGULAR BOARD MEETING

It was moved by Ms. Zacharias and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of February 18, 2014 Special Board Meeting (Workshop) and February 20, 2014 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Zacharias reported the Technology Committee met and discussed the library project and it is included in the agenda. Over 9,000 students in grades 6 through 12 have entered course selections online using the Skyward system.

Ms. Danziger reported the Facilities Committee met and the items discussed are included in this agenda for approval. Everything is moving efficiently on the summer programs.

7. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

c. Introductions

Dr. Bowen introduced new administrators to the district:
Keschia Jones, assistant principal, Terry High School
Maria Marrero, assistant principal, Smith Elementary

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1 – 8. A-2, 8. B-1 – 8. B-10, 8. B-13 – 8. B-16, 8. B-18 – 8. B-19, 8. D-1 – 8. D-2, and 8. E-1

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

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of Out-of-State Trip Requests, including, but not limited to:

a. Foster High School and Lamar Consolidated High School DECA

approved out-of-state travel for Foster High School and Lamar Consolidated High School DECA to travel to Atlanta, Georgia on May 2—7, 2014.

b. George Ranch High School Lariettes Drill Team

approved out-of-state travel for the George Ranch High School Lariettes Drill Team to travel to New York, New York on November 21—28, 2014.

c. Lamar Consolidated High School Speech and Debate

approved out-of-state travel for a Lamar Consolidated High School Speech and Debate student to travel to Minneapolis, Minnesota on May 7—11, 2014.

d. Foster High, George Ranch High, and Lamar Consolidated High Schools Theater Departments

approved out-of-state travel for Foster High School, George Ranch High School, and Lamar Consolidated High School Theater Departments to travel to Lincoln, Nebraska on June 22—30, 2014.

8. A-2 Approval of Instructional Materials Allotment and TEKS Certification

approved the Instructional Materials Allotment and TEKS Certification for the 2014—2015 school year.

8. B GOAL: PLANNING

8. B-1 Consider Ratification of Quarterly Investment Report

ratified the Quarterly Investment Report as submitted for the quarter ending February 28, 2014. (See inserted pages 17-A—17-F.)

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

ratified the financial and investment reports as presented.

8. B-3 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted page 17-G.)

8. B-4 Approval of Independent Auditors for the 2013—2014 School Year

approved the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2013—2014 school year.

8. B-5 Approval of Region 4 Interlocal Agreement for Printing Services

approved entering into an Interlocal Agreement with Region 4 Education Service Center for printing services. (See inserted pages 18-A—18-E.)

8. B-6 Approval of Vendor for Library Management System

approved Follett's proposal and Software License Agreement for the Destiny Library Management System (LMS) in the amount of approximately \$76,324 and authorized the superintendent to negotiate the final contract.

8. B-7 Approval of Fire Alarm System Inspection Service

approved APi Systems Group for fire alarm system inspection services.

8. B-8 Approval of Resolutions proclaiming

a. Educational Administrative Professionals' Week

approved the attached resolution proclaiming April 21—25, 2014 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District. (See inserted page 18-F.)

b. Librarians' Week

approved the attached resolution proclaiming the week of April 14—18, 2014 as Librarians' Week in the Lamar Consolidated Independent School District. (See inserted page 18-G.)

c. Volunteer Appreciation Week

approved the attached resolution proclaiming the week of April 21—25, 2014 as Volunteer Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 18-H.)

8. B-9 Approval of Donations to the District, including, but not limited to:

a. Staff Development

b. Williams Elementary School

approved donations to the district.

8. B-10 Approval of Request for 2014 Historic Site Exemption Qualification for the George Ranch Historical Park

approved 2014 Historic Site Exemption Qualification for the George Ranch Historical Park.

8. B-13 Approval of Third Party Review Consulting Services for the Traylor Stadium Renovations

approved Winning Way Services for the third party review consulting services for the Traylor Stadium renovations in the amount of \$1,350.

8. B-14 Approval of Asbestos Abatement Consulting Services for the Renovations to Traylor Stadium

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

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

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

8. B-16 Approval of CenterPoint Easement for Firethorne

approved the CenterPoint Energy easement for electric distribution and related communication facilities on district property located in the Firethorne subdivision. (See inserted pages 19-A—19-E.)

8. B-18 Approval of Asbestos Abatement Monitoring Services for the 2014 Summer Renovation Projects

a. Alternative Learning Center

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

b. Lamar Consolidated High School

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

c. Lamar Junior High School

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

d. Travis Elementary School

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

8. B-19 Approval of Asbestos Abatement Contractor for the 2014 Summer Renovation Projects

a. Alternative Learning Center

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

b. Lamar Consolidated High School

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

c. Lamar Junior High School

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

d. Travis Elementary School

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

8. D GOAL: PERSONNEL

8. D-1 Approval of New PDAS Appraisers for Teaching Staff, 2013—2014 School Year

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

8. D-2 Approval of 2014—2015 Employee Report/End Date Table

adopted the 2014—2015 Employee Report/End Date Schedule as presented and approved begin and end dates for job titles as indicated on the table. (See inserted pages 20-A—20-D.)

8. E GOAL: TECHNOLOGY

8. E-1 Approval of Vendor for E-Rate Consulting

approved an agreement with Region 12 Education Service Center E-Rate Consulting in the amount of \$26,000 for Priority 1 funding support and fee schedule for Priority 2 funding support. (See inserted pages 20-E—20-O.)

9. INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-1 Quarterly Academic Update

Instructional staff presented information focusing on how the Accelerated Language Program supports district goals for improving academic performance for English Language Learners participating in the Bilingual and ESL programs.

8. ACTION ITEMS

8. B GOAL: PLANNING

8. B-11 Approval of CSP #03-2014 for the Renovations to Alternative Learning Center, Austin Elementary, Beasley Elementary, Foster High, Lamar Consolidated High, Lamar Junior High, Taylor Ray Elementary, and Travis Elementary

It was moved by Ms. Danziger and seconded by Ms. Zacharias that the Board of Trustees approve Bass Construction for the renovations to the Alternative Learning Center, Austin Elementary, Beasley Elementary, Foster High, Lamar Consolidated High, Lamar Junior High, Taylor Ray Elementary, and Travis Elementary plus alternates in the amount of \$4,340,950 and amend the budget as necessary. The motion carried unanimously.

8. B-12 Approval of CSP #04-2014 for the Construction of the New Arredondo Elementary

It was moved by Ms. Zacharias and seconded by Ms. Danziger that the Board of Trustees approve Drymalla Construction Company for the construction of the new Arredondo Elementary in the amount of \$14,465,317. The motion carried unanimously.

8. B-17 Approval of Waste Water and Water Expansion Fee to the City of Fulshear

It was moved by Mr. Hakimzadeh and seconded by Ms. Kaminski that the Board of Trustees approve the waste water and water expansion fee to the City of Fulshear in the amount of \$920,000. The motion carried unanimously.

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

8. C-1 Approval of the Lamar CISD Student Code of Conduct and Secondary Dress Code for the 2014—2015 School Year

This item was pulled from the agenda.

9. INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-2 Updated Agreement for Project Lead The Way

9. A-3 Project Lead The Way Pilot Program

9. B GOAL: PLANNING

9. B-1 Tax Collection Report

9. B-2 Payments for Construction Projects

9. B-3 Region 4 Maintenance and Operations Update

9. B-4 Bond Update

9. B-5 2014 Heart of Giving Campaign

Total donation for this year's campaign was \$47,321.04, an increase from \$37,404.55 raised during the 2013 campaign. Dr. Randle commended the staff for their generous donations.

9. B-6 Campus Climate Surveys

9. B-7 2014 Bond Consideration

A tentative bond planning timeline is submitted for the Board's review. Board members will have the opportunity to submit names of three members who live in their district to serve on the bond committee. Four community members from each single-member district will be selected by the District along with eight administrators and eight students, totaling about 65 members. Names should be submitted to Mr. Rockwood by April 7, 2014.

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

The Board adjourned to Closed Session at 8:04 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS

The Board reconvened in Open Session at 8:41 p.m.

10. A-1(d) Consider Extension of Administrative Contracts

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 23-A—23-E.)

FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting adjourned at 8:42 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Julie Thompson
President of the Board of Trustees

Frank Torres
Secretary of the Board of Trustees

CONSIDER APPROVAL OF STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster High School Flairs Drill Team to travel to Los Angeles, California on March 6-10, 2015.

IMPACT/RATIONALE:

The Foster High School Flairs Drill Team request permission to travel to Los Angeles, California on March 6-10, 2015 by airplane. The approximate cost per individual will be \$1,500, which includes the cost of airfare, meals, hotel, ticket fees, tuition, and ground charter bus transportation. Total cost of the trip is estimated to be \$37,500. Twenty-five students are expected to participate, plus director, assistant principal and chaperones. The expenses for the trip will be paid for by fund-raising activities by the Flairs Booster Club and Flairs parents.

PROGRAM DESCRIPTION:

The Foster High School Flairs will tour many landmarks in California, perform at Disneyland, and take dance master classes at Disneyland and The Edge Studio. The Flairs last traveled out of state to Los Angeles, California in March, 2012.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Lamar Consolidated High School, Chapter 3696 VICA to Kansas City, Missouri on June 23 – 28, 2014.

IMPACT/RATIONALE:

Lamar Consolidated High School students and their sponsors, Dr. Fred Guess and Ms. Beverly Sanders request permission to travel to Kansas City, Missouri to the National Skills USA VICA contest, from June 23-28, 2014, by airplane. The approximate cost for the students and sponsors will be \$10,500. This cost includes meals, airfare, lodging, registration fees, and ground transportation. The expenses for the trip will be paid from the district's Career and Technical Education (CTE) budget and campus activity fund.

BACKGROUND INFORMATION:

Six Lamar Consolidated High School students competed at the state competition in Corpus Christi, Texas and won their event thus earning the right to represent the State of Texas at the National competition in Kansas City, Missouri. The team will be competing in Chapter Business Procedure. We are the three time defending champions in this category.

Submitted by: Joel Garrett, Director, Career and Technical Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF INSTRUCTIONAL MATERIAL RECOMMENDATIONS

RECOMMENDATION:

That the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in K-12 classrooms in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The 2013-2014 District Instructional Materials Adoption Committee consisted of 69 members approved by the Board of Trustees on November 21, 2013. The Superintendent of Schools or his designee was a member and chaired the committee consisting of 61 teachers, 7 administrators, and 2 parent/community members. Teachers at the applicable grade levels and subject areas reviewed the instructional materials being considered and provided input to the voting Instructional Materials Committee members.

Samples of all instructional materials up for adoption consideration by LCISD were available in every school in the district that contained the appropriate grades/courses, for public inspection and comment.

Attached is a list of instructional materials recommended by the District Committee.

PROGRAM DESCRIPTION:

The State Board of Education issued Proclamation 2014 in April 2012. The adoption of materials under Proclamation 2014 occurred in November 2013. The adopted materials are scheduled to be available for use beginning in the 2014-2015 school year.

Submitted by: Valerie Vogt, Chief Academic Administrator
Katie Marchena-Roldan, Curriculum and Instructional Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Proclamation 2014 Instructional Materials
Recommended from the
State Board of Education List**

Subject	Publisher	Title
Mathematics, Kindergarten	Houghton Mifflin Harcourt	Texas Go Math! Texas Go Math! Spanish
Mathematics, Grade 1	Houghton Mifflin Harcourt	Texas Go Math! Texas Go Math! Spanish
Mathematics, Grade 2	Houghton Mifflin Harcourt	Texas Go Math! Texas Go Math! Spanish
Mathematics, Grade 3	Houghton Mifflin Harcourt	Texas Go Math! Texas Go Math! Spanish
Mathematics, Grade 4	Houghton Mifflin Harcourt	Texas Go Math! Texas Go Math! Spanish
Mathematics, Grade 5	Houghton Mifflin Harcourt	Texas Go Math! Texas Go Math! Spanish
Mathematics, Grade 6	McGraw-Hill Education	Texas Glencoe Math
Mathematics, Grade 7	McGraw-Hill Education	Texas Glencoe Math
Mathematics, Grade 8	McGraw-Hill Education	Texas Glencoe Math
Science, Kindergarten	Houghton Mifflin Harcourt	Texas ScienceFusion Texas ScienceFusion Spanish
Science, Grade 1	Houghton Mifflin Harcourt	Texas ScienceFusion Texas ScienceFusion Spanish
Science, Grade 2	Houghton Mifflin Harcourt	Texas ScienceFusion Texas ScienceFusion Spanish
Science, Grade 3	Houghton Mifflin Harcourt	Texas ScienceFusion Texas ScienceFusion Spanish
Science, Grade 4	Houghton Mifflin Harcourt	Texas ScienceFusion Texas ScienceFusion Spanish
Science, Grade 5	Houghton Mifflin Harcourt	Texas ScienceFusion Texas ScienceFusion Spanish
Science, Grade 6	McGraw-Hill Education	Texas Glencoe iScience
Science, Grade 7	McGraw-Hill Education	Texas Glencoe iScience
Science, Grade 8	McGraw-Hill Education	Texas Glencoe iScience
Anatomy and Physiology	The Goodheart-Willcox Company, Inc.	Introduction to Anatomy & Physiology
Biology	McGraw-Hill Education	Texas Glencoe Biology

Chemistry	McGraw-Hill Education	Texas Chemistry: Matter and Change
Earth and Space Science	Discovery Education, Inc.	Discovery Education Science Techbook- Earth & Space Science
Food Science	The Goodheart-Willcox Company, Inc.	Principles of Food Science
Integrated Physics and Chemistry	McGraw-Hill Education	Texas Integrated Physics and Chemistry
Physics	Ergopedia, Inc.	Essential Physics
AP Biology	Benjamin Cummings	Biology in Focus
AP Chemistry	Cengage Learning	Chemistry, 9 th Edition
AP Environmental Science	W.H. Freeman	Environmental Science for AP
AP Physics C (Mechanics)	John Wiley & Sons	Fundamental of Physics, 10 th Edition
Aquatic Science	Texas Parks and Wildlife, The Harte Research Institute for Gulf of Mexico Studies at Texas A&M University-Corpus Christi, and The Meadows Center for Water and the Environment at Texas State University	Texas Aquatic Science
Forensic Science	Pearson Educations, Inc.	Forensic Science: an Introduction, 2 nd Edition
Medical Microbiology	McGraw-Hill Education	Sherris Medical Microbiology, 6 th Edition

**CONSIDER APPROVAL OF ADDITIONAL COURSES IDENTIFIED
AS EXEMPT FROM NO PASS-NO PLAY**

RECOMMENDATION:

That the Board of Trustees approve the additional courses identified as eligible for exemption from UIL No Pass-No Play.

IMPACT/RATIONALE:

The purpose of the exemption opportunity for students under No Pass-No Play is to allow students taking courses identified under TAC §74.30 as upper level honors courses to use a onetime exemption for a grade between 60-69 to remain eligible for participation in extra-curricular activities.

PROGRAM DESCRIPTION:

Policy FM (Legal) specifies that “a student shall be suspended from participation in any extra-curricular activity sponsored or sanctioned by the District or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100” in any academic class other than courses identified as exempt courses.

In addition, Policy FM (Legal) states “Districts may identify additional honors courses in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English for the purposes of extracurricular eligibility, but must identify such courses before the semester in which any exemptions related to extracurricular activities occur.

After discussion and review by the four high school principals, their campuses, and the Directors of Fine Arts and Athletics, the committee recommends additional courses be included on the course exemption list.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

No Pass-No Play Exempt Courses

The UIL Side-by Side Handbook reads:

“The suspension and reinstatement provisions of Education Code 33.081(c) and (d) do not apply to an advanced placement or international baccalaureate course, or to an honors or dual credit course in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English. *Education Code 33.081(d-1)*”

The following are honors classes for purposes of eligibility to participate in extracurricular activities:

1. All College Board Advanced Placement courses and International Baccalaureate courses in all disciplines;
2. English language arts: high school/college concurrent enrollment classes that are included in the “Community College General Academic Course Guide Manual (Part One)”;
3. Languages other than English: high school/college concurrent enrollment classes that are included in the “Community College General Academic Course Guide Manual (Part One)” and languages other than English courses Levels IV–VII;
4. Mathematics: high school/college concurrent enrollment classes that are included in the “Community College General Academic Course Guide Manual (Part One)” and pre-calculus;
5. Science: high school/college concurrent enrollment classes that are included in the “Community College General Academic Course Guide Manual (Part One)”;
6. Social Studies: Social Studies Advanced Studies, Economics Advanced Studies, high school/college concurrent enrollment classes that are included in the “Community College General Academic Course Guide Manual (Part One).”

The Committee recommends the following courses be added to the exemption list:

English I Pre-AP	Algebra I Pre-AP	Biology Pre-AP	World Geography Pre-AP
English II Pre-AP	Geometry Pre-AP	Chemistry Pre-AP	World History Pre-AP
	Algebra II Pre-AP	Physics Pre-AP	

Spanish III Pre-AP
Spanish for Spanish Speakers Pre-AP
Chinese III Pre-AP
French III Pre-AP

LAMAR CISD SECONDARY PRE-ADVANCED AND ADVANCED COURSE EXEMPTION REQUEST

Student: _____ I.D: _____ Grade: _____

Activity: _____ Six Weeks: 1 2 3 4 5 6
(Circle One)

In a one semester course, a student is allowed one exemption per course. In a year-long course, a student is allowed one exemption per course for the entire year. Exemption is based on a student's six weeks' final grade

Circle course and write in failing grade:

ENGLISH

- _____ 1573 English I – Pre-AP
- _____ 1673 English II – Pre-AP
- _____ 1793 English III – AP
- _____ 1893 English IV – AP

MATHEMATICS

- _____ ???? Algebra I - Pre-AP
- _____ 2673 Geometry – Pre-AP
- _____ 2773 Algebra II – Pre-AP
- _____ 2873 Pre-Calculus – Pre-AP
- _____ 2893 Calculus AB – AP
- _____ 2993 Calculus BC – AP
- _____ 2093 Statistics – AP
- _____ 2593 Computer Science I – AP

SOCIAL STUDIES

- _____ 4573 World Geography – Pre-AP
- _____ 4873 Soc. Studies Research Method – Pre-AP
- _____ 4593 Human Geography – AP
- _____ 4693 World History – AP
- _____ 4793 United States History – AP
- _____ 4890 United States Government – AP
- _____ 4090 Economics – AP
- _____ 4990 Psychology – AP
- _____ 4993 European History – AP

SCIENCE

- _____ 3573 Biology – Pre-AP
- _____ 3673 Chemistry – Pre-AP
- _____ 3773 Physics – Pre-AP
- _____ 3593 Biology II – AP
- _____ 3693 Chemistry II – AP
- _____ 3893 Environmental Science – AP
- _____ 3794 Physics II – AP

FOREIGN LANGUAGE

- _____ 5973 Chinese III – Pre-AP
- _____ 5673 Span. For Span. Speakers III – Pre-AP
- _____ 5573 Spanish III – Pre-AP
- _____ 5773 French III – Pre-AP
- _____ 5993 Chinese IV – AP
- _____ 5593 Spanish IV (Language) – AP
- _____ 5093 Spanish V (Literature) – AP
- _____ 5793 French IV (Language) – AP

FINE ARTS

- _____ 7583 Art IV Drawing Portfolio – AP
- _____ 7093 Music Theory – AP

DUAL CREDIT

- _____ 1883 English IV – Dual
- _____ 2883 Pre-Calculus – Dual
- _____ 2083 Independent Study (Calculus) – Dual
- _____ 4783 United States History – Dual
- _____ 3773D Physics II – Scientific Research/Design – Dual

Student Signature

Date

Parent Signature

Date

Return this signed form to your campus principal's office. The office will keep this form on file for the remainder of the school year.

Approved _____ **Denied** _____

Principal Signature

Date

White copy – Campus Principal Yellow copy – Secondary Education Pink Copy – Student Gold copy - Sponsor

**DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD
MEETINGS AND WORKSHOPS FOR THE 2014 - 2015 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2014-2015 school year.

June

17 Regular Board Meeting

December

16 Board Workshop
18 Regular Board Meeting

July

15 Board Workshop
17 Regular Board Meeting

January

13 Board Workshop
15 Regular Board Meeting

August

19 Regular Board Meeting

February

17 Board Workshop
19 Regular Board Meeting

September

16 Board Workshop
18 Regular Board Meeting

March

17 Board Workshop
19 Regular Board Meeting

October

14 Board Workshop
16 Regular Board Meeting

April

14 Board Workshop
16 Regular Board Meeting

November

18 Board Workshop
20 Regular Board Meeting

May

19 Board Workshop
21 Regular Board Meeting

The following conferences are scheduled for 2014-2015:

- TASB Summer Leadership Institute - June 19-21, 2014 - San Antonio
- TASA/TASB Convention – September 26-28, 2014 - Dallas
- TASA Midwinter Conference – January 25 – 28, 2015 – Austin
- TASB Winter Governance & Legal Seminar – Feb. 26 - 28, 2015 – Corpus Christi
- National School Boards Association Conference – March 21 – 23, 2015 – Nashville, TN

IMPACT/RATIONALE:

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:


Dr. Thomas Randle
Superintendent

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 March 2014 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF MARCH 2014 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of March total \$19,293,631 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	12,059,253
614	Employee Benefits	318,990
621	Professional Services	239,972
623	Education Services Center	120
624	Contracted Maintenance and Repair Services	309,482
625	Utilities	163,118
626	Rentals and Operating Leases	14,445
629	Miscellaneous Contracted Services	409,813
631	Supplies and Materials for Maintenance and Operations	196,497
632	Textbooks and Other Reading Materials	43,605
633	Testing Materials	2,342
634	Food Service	303,936
639	General Supplies and Materials	289,181
641	Travel and Subsistence -- Employee and Student	74,340
642	Insurance and Bonding Costs	528,304
649	Miscellaneous Operating Costs/Fees and Dues	434,398
662	Building Purchase, Construction, and/or Improvements	2,405,730
663	Furniture & Equipment - \$5,000 or more per unit cost	628,824
131	Inventory Purchases	69,782
141	Pre-paid	792,455
231	Deferred Revenues	427
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	8,617
Total		19,293,631

PROGRAM DESCRIPTION:

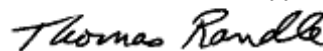
The report above represents all expenditures made during the month of March 2014 including purchasing card transactions from previous months. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF MARCH 31, 2014**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	113,597,782.00	111,104,273.00	(2,493,509.00)	97.8%
5800-STATE PROGRAM REVENUES	82,693,545.00	56,375,050.00	(26,318,495.00)	68.2%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	1,388,716.00	(681,284.00)	67.1%
TOTAL- REVENUES	198,361,327.00	168,868,039.00	(29,493,288.00)	85.1%
EXPENDITURES				
6100-PAYROLL COSTS	163,759,550.00	89,644,926.00	74,114,624.00	54.7%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,344,137.00	5,873,237.00	8,470,900.00	40.9%
6300-SUPPLIES AND MATERIALS	9,288,069.00	4,384,022.00	4,904,047.00	47.2%
6400-OTHER OPERATING EXPENDITURES	9,087,745.00	4,839,177.00	4,248,568.00	53.2%
6600-CAPITAL OUTLAY	701,687.00	275,954.00	425,733.00	0.0%
TOTAL-EXPENDITURES	197,181,188.00	105,017,316.00	92,163,872.00	53.3%

**Lamar CISD
Local Investment Pools
as of March 31, 2014**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,746,640.85	1,000,000.00	0.00	76.10	3,746,716.95
General Account	120,209,025.13	1,035,592.00	15,597,876.17	2,909.33	105,649,650.29
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,360,384.68	789,916.67	700,000.00	45.79	1,450,347.14
Debt Service Series 2004	38,737.95	0.00	0.00	0.96	38,738.91
Workmen's Comp	744,074.77	32,959.50	40,000.00	19.09	737,053.36
Property Tax	2,488,892.75	2,907,434.77	0.00	107.74	5,396,435.26
Vending Contract Sponsor	475,088.12	0.00	0.00	12.08	475,100.20
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	595,972.72	0.00	0.00	15.12	595,987.84
Debt Service Series 2007	2,503,020.66	0.00	0.00	63.56	2,503,084.22
Capital Projects Series 2005	667,149.07	0.00	0.00	16.98	667,166.05
Student Activity Funds	52,837.60	0.00	0.00	1.56	52,839.16
Taylor Ray Donation Account	9,981.57	0.00	0.00	0.31	9,981.88
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,201.73	0.00	0.00	1.30	53,203.03
Debt Service Series 2008	1,747,925.40	0.00	0.00	44.36	1,747,969.76
Powell Point Series 2003	19,359.35	0.00	0.00	0.56	19,359.91
Capital Projects 2012A	22,039,612.48	0.00	0.00	559.65	22,040,172.13
Debt Service 2012A	2,065,519.85	0.00	0.00	52.46	2,065,572.31
Debt Service 2012B	699,231.95	0.00	0.00	17.71	699,249.66
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,017.20	0.00	0.00	0.17	5,017.37
Workers' Comp	720,324.63	0.00	0.00	24.92	720,349.55
Property Tax Fund	32,135.87	0.00	0.00	1.11	32,136.98
General Fund	2,585,966.74	0.00	0.00	89.45	2,586,056.19
Food Service Fund	90,423.77	0.00	0.00	3.13	90,426.90
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.12	0.00	0.00	0.02	700.14
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.77	0.00	0.00	0.01	383.78
Capital Projects 2008	36,814.44	0.00	0.00	1.27	36,815.71
Capital Projects 2012A	22,041,055.40	0.00	0.00	762.38	22,041,817.78
MBIA Texas CLASS Fund					
General Account	15,331,347.73	0.00	0.00	1,239.67	15,332,587.40
Capital Project Series 1998	904.55	0.00	0.00	0.04	904.59
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,036,635.18	0.00	0.00	892.44	11,037,527.62
TEXSTAR					
Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	1,508,890.78	0.00	0.00	51.19	1,508,941.97
Capital Projects Series 2008	3,494,151.09	0.00	866,228.19	107.88	2,628,030.78
Debt Service Series 2012A	1,934,433.45	0.00	0.00	65.62	1,934,499.07
Debt Service Series 2012B	4,771.18	0.00	0.00	0.24	4,771.42
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	65,259.81	0.00	0.00	2.21	65,262.02
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,003,884.12	0.00	0.00	32.33	1,003,916.45
Capital Projects Series 2008	140.58	0.00	0.00	0.00	140.58
Capital Projects Series 2012A	4,669,880.31	0.00	2,170,991.15	116.41	2,499,005.57
<u>ACCOUNT TYPE</u>			<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>	
TEXPOOL ACCOUNT INTEREST			0.03	\$3,944.66	
LONE STAR ACCOUNT INTEREST			0.04	\$882.46	
MBIA TEXAS CLASS ACCOUNT INTEREST			0.10	\$2,132.15	
TEXSTAR ACCOUNT INTEREST			0.04	\$227.14	
TEXAS TERM/DAILY ACCOUNT INTEREST			0.04	\$148.74	
TOTAL CURRENT MONTH EARNINGS					\$7,335.15
EARNINGS 9-01-13 THRU 2-28-14					\$42,524.68
TOTAL CURRENT SCHOOL YEAR EARNINGS					\$49,859.83

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Polly Ryon Middle School is requesting a budget change to pay for The Ron Clark Academy staff development training.

199-11	Classroom Instruction	(1,500.00)
199-13	Curriculum and Instr. Staff Development	1,500.00

The Transportation department is requesting a budget amendment to amend the budget for insurance recovery funds received for bus damage. The funds will be used to repair the bus.

199-00	Revenue	7,701.34
199-34	Student Transportation	7,701.34

The Curriculum department is requesting a budget change to pay extra duty for assessment revisions and for summer staff development.

199-11	Classroom Instruction	(101,506.00)
199-13	Curriculum and Instr. Staff Development	101,506.00

**CONSIDER APPROVAL OF RESOLUTION AND INTERLOCAL AGREEMENT WITH
THE SCHOOL PURCHASING ALLIANCE**

RECOMMENDATION:

That the Board of Trustees consider approval of a Resolution and the related Interlocal agreement with the School Purchasing Alliance for the 2014-2015 school year.

IMPACT/RATIONALE:

The School Purchasing Alliance is a food purchasing cooperative organization for Southeast Texas located in Houston, Texas. The fiscal agent for the organization is Santa Fe ISD. This cooperative purchasing arrangement is offering its services for the bidding of grocery, milk, and bread to school districts within the Texas Department of Agriculture Region 4. The goal of the cooperative is to acquire substantial savings on specific, high quality, food service items for member districts through volume purchasing. Districts will benefit through cost savings, bid law compliance, and receiving items that meet state/federal Child Nutrition Program requirements.

Districts may participate in all six bids (grocery, produce, milk, commodity processing, bread, and ice cream), with a minimum participation of one bid. Membership in the School Purchasing Alliance is at no cost to Lamar CISD. An administrative fee (0.75% of total cooperative sales to participating districts) is paid by the contracted vendors and will cover all expenses associated with this agreement. The cooperative is governed by a steering committee of member districts.

PROGRAM DESCRIPTION:

Participation in this cooperative for the purchase of dairy products, bread, grocery, fresh produce, and ice cream items will eliminate the need to bid products locally, saving District personnel valuable time and energy writing bid specs and evaluating the results of bids submitted. All bid products will be evaluated by cooperative staff according to price, quality, service, and student preference. The Lamar CISD Food Service Director will be active in meetings to help decide vendors and their acceptable products.

Submitted by: Matt Antignolo, Director of Food Service
 Jill Ludwig, CPA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

A RESOLUTION BY THE BOARD OF TRUSTEES
AUTHORIZING AND APPROVING
AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE SANTA FE INDEPENDENT SCHOOL DISTRICT
AND OTHER PARTICIPATING DISTRICTS

On this day came on to be considered by the Board of Trustees of the Lamar Consolidated Independent School District (hereinafter referred to as a Participating District) the matter of a proposed Interlocal Cooperative Purchasing program to be formed, developed and administered by the Santa Fe Independent School District and other participating districts; and

WHEREAS, the Participating District desires to participate and join with other local governments in an Interlocal Participation Agreement (“Agreement”) for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

WHEREAS, the Board of Trustees is of the opinion that participation in the Cooperative purchasing program will be highly beneficial to the taxpayers of the district through the efficiencies and potential savings to be realized; and

The Board of Trustees desire to approve the Interlocal Cooperative Purchasing Agreement to be entered into by and between the Participating District and other participating districts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PARTICIPATING DISTRICT, AS FOLLOWS:

1. The Board of Trustees hereby give specific written approval for the Participating District to participate in and join the cooperative purchasing program; and

2. That the Board of Trustees authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the organizational Interlocal Cooperative Agreement.

3. That the execution of this Resolution shall evidence the election of the Participating District to become members of the Cooperative upon the terms and conditions stated in the Cooperative Agreement.

The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

EXECUTED this the _____ day of _____, (month), (year).

ATTEST:

Secretary, Board of Trustees
Participating District

President, Board of Trustees
Participating District

THE STATE OF TEXAS '
COUNTY OF GALVESTON '

INTERLOCAL COOPERATIVE AGREEMENT
FOR
CHILD NUTRITION PRODUCTS AND SERVICES

This Interlocal Cooperative Agreement ("Agreement") is made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the SANTA FE INDEPENDENT SCHOOL DISTRICT ("SFISD"), having its principal place of business at 4133 Warpath, Santa Fe, Texas 77510, and acting as the administrator of participating and cooperating local governments, and the undersigned participating local governments ("Participants" or "Participating Districts") of the State of Texas.

WITNESSETH:

WHEREAS, the SFISD is an independent school district and political subdivision of the State of Texas, operating under the Texas Education Code;

WHEREAS, the SFISD and the Participating Districts seek to obtain substantial savings on specific Child Nutrition Products and Services through volume purchasing and other economies

of scale, and seek to purchase the highest quality products for the best price and achieve maximum efficiencies, while complying with all Federal and State nutritional requirements;

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing functions, to increase the efficiency and effectiveness of local governments, and to realize the various potential economies, including administrative cost savings, for Participants;

WHEREAS SFISD is acting as an authorized local purchasing cooperative organization as set forth in Section 271.101 et seq., of the Texas Local Government Code, and SFISD's Board of Trustees approved a resolution authorizing the formation of this cooperative purchasing agreement at its Board meeting held on November 26, 2012; and

WHEREAS, pursuant to the Act, SFISD is authorized to contract with eligible and Participating Districts to perform governmental functions and services, including the development of a standard approach for acquisition of goods and services, that each Participating District is authorized by law to perform;

WHEREAS, in reliance on such authority, SFISD has developed a program for cooperative purchasing under which it performs procurement with Participating Districts;

WHEREAS, Participants have represented that each is an eligible entity under the Act, that each governing Board has approved entering into this Agreement and has authorized the execution of this Agreement by the Participants' authorized officer or agent; and

WHEREAS, Participants desire to participate in the SFISD’s cooperative purchasing effort and the parties desire agrees upon the purpose, terms, right and duties of the contracting parties:

NOW THEREFORE, SFISD and the undersigned Participants do hereby agree as follows:

ARTICLE 1: Legal Authority

Each Participant represents to SFISD that (1) it meets the definition of “Local Government” or “State Agency” under the Act; (2) the functions and services to be performed under this Agreement will be limited to Administrative functions as defined in the Act, which includes purchasing; (3) it possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body; (4) purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperating Member must meet under all applicable local policy, regulation, or state law; and (5) all requirements for a Board approval or for a third party to approve, record or authorize this Agreement have been met.

ARTICLE 2: Applicable Laws

SFISD and the Participants agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: Whole Agreement

This Agreement, including "Exhibit A", and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral or written agreements between the parties relating to matters herein.

ARTICLE 4: SFISD's Role and Responsibilities

SFISD agrees to:

Initiate and implement activities related to the bidding and vendor selection process in accordance with competitive bidding procedures for Texas public schools. During this process, SFISD will host Cooperative member user group meetings for development of food service purchasing and product sampling. The final bid selection will be made by the Product Selection Committee as defined in Article 7.

Provide financial information generated by this Cooperative no less than annually to all Participants and will include these records as part of its annual financial audit.

Perform such contractual services and responsibilities with reasonable care, skill, judgment, and in a professional and business-like manner.

Provide the personnel, office, telephones, desks, and all other property, facilities or equipment not provided by the vendor, but which may be necessary to perform the functions outlined herein.

Ensure vendor's compliance with all provisions related to the quality of the items in the Vendor Agreement and the terms for delivery of same.

ARTICLE 5: Participant's Role and Responsibilities

Participants agree as follows:

The Participants shall purchase Child Nutrition Products and Services in accordance with the Letter of Commitment referred to in Article 9.

The Participants will remit purchase orders or independent contracts directly to the vendor(s) awarded the bids.

The Participants agree to abide by all terms and conditions of this Agreement.

Participants agree to promptly submit payment for all billings from the Cooperative as set out in Article 6 below.

Participants agree that they will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member.

The Participants agree to appoint a program coordinator who shall have express authority to bind the Cooperative Member and the Cooperative will not be required to contact any other

individual regarding cooperative matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

The Participants warrant that all payments, fees and disbursements required of them hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

The Participants authorize the cooperative to regulate the commencement, defense, intervention or participation in a judicial, administrative, or other governmental proceeding or in a mediation or other appearance of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision, nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

The Participants agree to the submission of disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code.

ARTICLE 6: Billings

Billings will be generated from the Child Nutrition Products and Services purchased and based upon the Vendor Fee of 0.75% of total purchases of all Participating Districts to be paid by the contracted vendors to SFISD. This fee will be used to pay all administrative costs, legal fees and expenses associated with this Agreement. From the Vendor Fee, SFISD will receive an administrative fee of \$20,000 for activities performed to carry out the functions of this Agreement as stated in Article 4. This administrative fee will be reviewed annually by SFISD's Board of Trustees and may increase as the number of participating districts increase, solely at the discretion of the SFISD Board of Trustees.

Participants agree that any additional expenses incurred beyond the amount of the Vendor Fee will be borne by all Participating Districts and will be split pro-rata based on the percentage of total purchases by each Participating District.

Participants agree that any remaining monies will accumulate in a fund balance until the amount reaches a level sufficient to cover all operating expenses for one fiscal year, at which time Participants agree that the excess funds will be refunded back to the Participating Districts with the amount split pro-rata based on the percentage of total purchases of each Participating District.

ARTICLE 7: Product Selection Committee

The Product Selection Committee will be comprised of one food service director, hereafter referred to as "committee member," from each Participating District including SFISD.

The Product Selection Committee will be responsible for selecting the bid items and each committee member will be given one vote per item selection. Products will be voted on based on taste, quality of ingredients, appearance of the product, and cost. All product committee members will be invited to attend tastings for products. Only those product committee members in attendance at the tastings will be eligible to vote for the products. The majority of votes cast for each item will determine the selection. In the case of a tie, the SFISD committee member will cast an additional vote to break the tie.

ARTICLE 8: Contracted Services

Participants agree that SFISD has the right to contract with an outside vendor for bidding services. This vendor will be responsible for procurement management, product management and website management services. The contract fee paid to this vendor will be paid from the Vendor Fee referred to in Article 6 above.

ARTICLE 9: Letter of Commitment (“Exhibit A”) AND DEADLINE TO JOIN

Participants must complete the Letter of Commitment, hereafter referred to as “Exhibit A,” and return it fully completed, along with the fully executed Cooperative Agreement, to SFISD on or before January 31, 2014 to participate in this cooperative purchasing arrangement for the 2014-2015 school year. “Exhibit A” is an integral part of this Agreement and this interlocal cooperative purchasing agreement is not complete or valid without it.

ARTICLE 10: Term

Notwithstanding anything to the contrary, this Agreement is contingent upon Board of Trustees of the Participating District's approved resolution authorizing Participants to enter into the Interlocal Agreement and SFISD receiving sufficient payments. In the event SFISD does not receive sufficient payments, SFISD may terminate this Agreement or reduce the scope of services provided under this Agreement without pecuniary risk or penalty, at its sole discretion.

This Agreement is effective from July 1, 2014 to June 30, 2015. There is no early termination clause for Participants. Participants understand that the minimum commitment will be for a period of one year, and Participants cannot terminate this agreement within the first year. This agreement shall be renewable for successive one year periods by agreement of the parties.

Additional Participants may be added by SFISD, at its sole discretion, so long as such addition is prior to the commencement of contract services with the vendor for the immediate next school year.

Either party may terminate this agreement at the end of the first year or any subsequent one-year period by giving thirty (30) days written notice to the other party, provided all amounts owed to the Cooperative and any vendor have been fully paid. If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues or fees paid nor any distribution or pro-rata refund as described in Article 6 above.

ARTICLE 11: Assignment

Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

ARTICLE 12: Contract Amendment

This interlocal cooperation agreement may be modified only by written agreement signed by the authorized representatives of each party and by the written resolution approving the modification adopted by each party.

ARTICLE 13: Hold Harmless

Participants shall protect and hold harmless SFISD from any and all loss, claims, assessments, and suits in law or in equity, expenses, attorney's fees, and damages arising from Participants' actual or alleged violation in connection with this Agreement to the extent permitted by law.

ARTICLE 14: Jurisdiction and Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable, and mandatory and exclusive venue in any action arising out of this Agreement shall be in Galveston County, Texas.

ARTICLE 15: Miscellaneous

In the event any party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 16: Disclaimer.

THE SFISD DOES NOT WARRANT THAT THE OPERATION OR USE OF THE COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SFISD HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 17: Limitation of Liability

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that: (a) Neither party waives any immunity from suit or liability afforded under law; (b) in regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other party under any circumstance for special, incidental, consequential, or exemplary damages; (c) the maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member=s membership fee and purchase activity, within twenty-four (24) months of when the lawsuit or action was filed; and (d) In the event of a lawsuit or formal adjudication, the prevailing

party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

ARTICLE 18: Limitation of Rights

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

ARTICLE 19: Notices

Any written notice to the Cooperative shall be made by first class mail, postage prepaid, return receipt requested, delivered to: SFISD Food Purchasing Cooperative, P. O. Box 370, Santa Fe, Texas 77510. Notices to Cooperative Members may be made by first class mail, postage prepaid, return receipt requested, and delivered to the Cooperative Member's Coordinator or Superintendent.

The parties hereby have executed this Agreement in multiple original counterparts on this the ____ day of _____, _____.

THE SANTA FE INDEPENDENT SCHOOL DISTRICT

BY: _____
Dr. Elizabeth L. Wall, Superintendent

PARTICIPATING MEMBER:

Lamar Consolidated ISD

BY: _____
_____, Superintendent

TO BE COMPLETED BY COOPERATIVE MEMBER:

Coordinator for the Cooperative Member is:

Name: Matthew Antignolo

Title: Director of Food Service

Mailing Address: 3911 Avenue I, Rosenberg, Texas 77471

Telephone: 832-223-0182

Fax: 832-223-0187

Email: mantignolo@lcisd.org

Santa Fe ISD Food Purchasing Cooperative (School Purchasing Alliance)
Letter of Commitment

The Lamar Consolidated Independent School District

School District Name (Do not abbreviate)

***Wishes to participate in the Santa Fe ISD Food Service Cooperative for the period of
July 1, 2014 through June 30, 2015.***

Please mark the option(s) the district will participate in:

- Grocery Bid
- Produce
- Milk Bid
- Commodity Processing
- Bread Bid
- Ice Cream

By checking one or all of the options it is understood that the district will not solicit their own bid for the selected categories.

Signature of Authorized Representative _____ Date _____

Director's Name (print): Matt Antignolo District: Lamar CISD County: Ft. Bend
Mailing address: 3911 Avenue I, Rosenberg, TX 77471
Phone: 832-223-0182 Fax: 832-223-0187 Email: mantignolo@lcisd.org
Additional Contact: Terry Neinast Phone: 832-223-0183 Email: tneinast@lcisd.org

Average number of reimbursable lunches served: 16505 ADA: 25131

of High Schools: 4 # of Junior High 4 # of Middle Schools 4 # of Elementary Schools 22

Please return this signed agreement to the Santa Fe ISD Business Office:

Fax: 409-925-4002

Mail : 4133 Warpath

Santa Fe, TX. 77510

**CONSIDER APPROVAL OF FIRE EXTINGUISHER AND FIRE SUPPRESSANT
SYSTEM INSPECTIONS AND SERVICES**

RECOMMENDATION:

That the Board of Trustees approve API Systems Group for the system inspections and services for fire extinguisher and fire suppressant systems.

IMPACT/RATIONALE:

Competitive Sealed Proposal #06-2014 requested prices for an annual contract for fire extinguisher and fire suppressant system inspections and service. This proposal has two sections: a priced proposal for yearly inspections of fire extinguishers and fire suppressant systems owned by LCISD and a labor and material proposal for services to add, maintain and/or repair, on a regular basis, the fire extinguisher and fire suppressant systems. All inspections and services will be performed in conjunction with all local, state, and NFPA codes.

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

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract and will automatically renew for two (2) additional one year periods if all conditions are met. Either party may provide a 30-day advance written notice of intent to cancel prior to the expiration of the annual term. This agreement will commence on May 1, 2014.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Evaluation
CSP 06-2014, Fire Extinguisher and Fire Suppressant System Inspections and Services

INSPECTIONS & SERVICES EVALUATION

(Average of 3 appraisers)

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

		Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Kauffman Co. (No Addendum #2)	Simplex Grinnell LP	Texas FirePros, Inc.
13 PTS	The amount of the Base Proposal.	12.0	12.0	13.0	11.0	7.7	7.7	DISQUALIFIED	9.0	13.0
11 PTS	The sufficiency of the contractors total resources.	9.7	11.0	8.7	11.0	9.7	11.0		11.0	7.3
10 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	9.7	10.0	9.7	10.0	9.7	9.7		10.0	9.7
10 PTS	The responsibility and reputation of the Contractor.	9.0	10.0	7.7	10.0	8.0	8.0		7.7	7.7
9 PTS	Guaranteed maximum response time.	8.3	9.0	5.7	9.0	4.3	6.3		6.3	9.0
9 PTS	The likelihood that the Contractor will perform without delay or interference.	8.3	8.7	8.0	8.7	9.0	9.0		8.7	7.7
8 PTS	The quality and availability of the Contractors personnel and services.	7.0	7.0	7.0	7.0	8.0	8.0		7.0	7.0
5 PTS	The Contractor's previous compliance with laws affecting the service.	4.7	4.7	5.0	4.3	5.0	5.0		4.0	5.0
5 PTS	The amount of values in the additional pricing submittals.	4.3	4.3	5.0	3.7	1.3	3.0		3.0	5.0
5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0
5 PTS	Safety record of Contractor according to OSHA inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0
5 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities.	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0
5 PTS	Previous satisfactory experience with Public Schools.	5.0	5.0	3.0	5.0	5.0	5.0		5.0	0.3
100 PTS	TOTAL POINTS	93.0	96.7	87.7	94.7	82.7	87.7	0.0	86.7	86.7

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
FIRE EXTINGUISHERS								
Recharge Class A-B-C								
2.5 lb	17.00	12.75	6.00	15.00	18.00	24.00	21.46	4.50
5 lb	21.00	12.75	7.50	15.00	22.50	28.00	24.32	7.50
9 lb	N/A	N/A	N/A	N/A	N/A	N/A	27.5	N/A
10 lb	31.00	16.75	11.50	19.00	30.00	37.00	28.61	10.50
13 lb	N/A	N/A	N/A	N/A	N/A	N/A	32.91	N/A
17 lb	N/A	N/A	N/A	N/A	N/A	N/A	32.91	N/A
Recharge Class B-C								
2.5 lb	17.00	12.75	6.00	15.00	18.00	24.00	21.46	4.50
5 lb	21.00	12.75	7.50	15.00	22.50	28.00	24.32	7.50
9 lb	NA	N/A	N/A	N/A	N/A	N/A	27.50	N/A
10 lb	31.00	16.75	11.50	19.00	30.00	37.00	28.61	10.50
13 lb	N/A	N/A	N/A	N/A	N/A	N/A	32.91	N/A
17 lb	N/A	N/A	N/A	N/A	N/A	N/A	32.91	N/A
Recharge Class CO2								
2.5 lb	N/A	N/A	N/A	N/A	45.00	N/A	16.07	N/A
5 lb	27.00	18.00	15.00	20.00	45.00	18.00	16.07	12.00
9 lb	N/A	N/A	N/A	N/A	N/A	N/A	25.75	N/A
10 lb	35.00	18.00	21.00	26.00	55.00	27.00	25.75	15.00
13 lb	N/A	N/A	N/A	N/A	N/A	N/A	38.63	N/A
17 lb	N/A	N/A	N/A	N/A	N/A	N/A	51.51	N/A
Recharge Class Halon								
2.5 lb	N/A	50.00	30.00	N/A	40.00	No longer rechargeable	N/A	12
5 lb	35.00	75.00	45.00	72.50	80.00		N/A	25
9 lb	45.00	125.00	67.50	115.00	144.00		N/A	36
10 lb	N/A	N/A	N/A	N/A	N/A		N/A	40
13 lb	57.00	225.00	97.50	215.00	208.00		N/A	52
17 lb	65.00	295.00	127.50	275.00	272.00	see previous	N/A	68

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
<u>Inspection Class A-B-C</u>								
2.5 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
5 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
9 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
10 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
13 lb	5.00	5.00	2.50	5.00	5.00	N/A	5.00	2.00
17 lb	5.00	5.00	2.50	5.00	5.00	N/A	5.00	2.00
<u>Inspection Class B-C</u>								
2.5 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
5 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
9 lb	5.00	5.00	2.50	5.00	5.00	5.00	5.00	2.00
<u>Inspection Class B-C (cont)</u>								
10 lb	5.00	5.00	3.50	5.00	5.00	5.00	5.00	2.00
13 lb	5.00	5.00	3.50	5.00	5.00	N/A	5.00	2.00
17 lb	5.00	5.00	3.50	5.00	5.00	N/A	5.00	2.00
<u>Inspection Class CO2</u>								
2.5 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
5 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
9 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
10 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
13 lb	5.00	5.00	3.50	5.00	5.00	N/A	6.00	2.00
17 lb	5.00	5.00	3.50	5.00	5.00	N/A	6.00	2.00
<u>Inspection Class Halon</u>								
2.5 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
5 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
9 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
10 lb	5.00	5.00	3.50	5.00	5.00	5.00	6.00	2.00
13 lb	5.00	5.00	3.50	5.00	5.00	N/A	6.00	2.00
17 lb	5.00	5.00	3.50	5.00	5.00	N/A	6.00	2.00

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
Service/Repair A-B-C								
2.5 lb	Depends on the nature of the repair-pricing may vary	12.75	5.50	10.00	Service Pricing is listed in recharge and hydro test pricing. Any parts/material/accessories pricing will be based on specific extinguisher parts	\$35 per hour + Parts	10.00	4.50
5 lb		12.75	5.50	10.00			10.00	7.50
9 lb		N/A	5.50	N/A			10.00	N/A
10 lb		16.75	5.50	10.00			10.00	10.50
13 lb		N/A	5.50	N/A			10.00	N/A
17 lb		N/A	5.50	N/A			10.00	N/A
Service/Repair B-C								
2.5 lb		12.75	5.50	10.00			10.00	4.50
5 lb		12.75	5.50	10.00			10.00	7.50
9 lb		N/A	5.50	N/A			10.00	N/A
10 lb		16.75	5.50	10.00			10.00	10.50
13 lb		N/A	5.50	N/A			10.00	N/A
17 lb		N/A	5.50	N/A			10.00	N/A
Service/Repair CO2								
2.5 lb		N/A	8.50	10.00			10.00	N/A
5 lb		18.00	8.50	10.00			10.00	12
9 lb		N/A	8.50	N/A			10.00	N/A
10 lb		25.00	8.50	10.00			10.00	15
13 lb		N/A	8.50	N/A			10.00	N/A
17 lb		N/A	8.50	N/A			10.00	N/A
Service/Repair Halon								
2.5 lb		50.00	5.50	10.00		N/A	10.00	12
5 lb		75.00	5.50	10.00		N/A	10.00	25
9 lb		125.00	5.50	10.00		N/A	10.00	36
10 lb		N/A	5.50	10.00		N/A	10.00	40
Service/Repair Halon (cont)								
13 lb	see previous	225.00	5.50	10.00	see previous	N/A	10.00	52
17 lb		295.00	5.50	10.00		N/A	10.00	68

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
<u>Hydrostatic Test A-B-C</u>								
2.5 lb	16.00	25.00	6.00	16.00	20.00	14.00	20.00	8.00
5 lb	16.00	25.00	6.00	16.00	30.00	14.00	20.00	8.00
9 lb	N/A	25.00	6.00	16.00	N/A	14.00	20.00	8.00
10 lb	16.00	25.00	6.00	16.00	35.00	14.00	20.00	8.00
13 lb	N/A	25.00	6.00	16.00	N/A	N/A	20.00	8.00
17 lb	N/A	25.00	6.00	16.00	N/A	N/A	20.00	8.00
<u>Hydrostatic Test B-C</u>								
2.5 lb	16.00	25.00	6.00	16.00	20.00	14.00	20.00	8.00
5 lb	16.00	25.00	6.00	16.00	30.00	14.00	20.00	8.00
9 lb	N/A	25.00	6.00	16.00	N/A	14.00	20.00	8.00
10 lb	16.00	25.00	6.00	16.00	35.00	14.00	20.00	8.00
13 lb	N/A	25.00	6.00	16.00	N/A	N/A	20.00	8.00
17 lb	N/A	25.00	6.00	16.00	N/A	N/A	20.00	8.00
<u>Hydrostatic Test CO2</u>								
2.5 lb	N/A	25.00	12.00	N/A	45.00	N/A	28.00	15.00
5 lb	25.00	25.00	12.00	18.00	45.00	N/A	28.00	15.00
9 lb	N/A	25.00	12.00	N/A	N/A	N/A	28.00	15.00
10 lb	25.00	25.00	12.00	22.00	55.00	N/A	28.00	15.00
13 lb	N/A	25.00	12.00	N/A	N/A	N/A	28.00	15.00
17 lb	25.00	25.00	12.00	N/A	N/A	N/A	28.00	15.00
<u>Hydrostatic Test Halon</u>								
2.5 lb	16.00	25.00	6.00	N/A	70.00	N/A	30.00	8.00
5 lb	16.00	25.00	6.00	20.00	110.00	N/A	30.00	8.00
9 lb	16.00	25.00	6.00	20.00	174.00	N/A	30.00	8.00
10 lb	N/A	25.00	6.00	20.00	N/A	N/A	30.00	8.00
13 lb	16.00	25.00	6.00	20.00	238.00	N/A	30.00	8.00
17 lb	16.00	25.00	6.00	20.00	302.00	N/A	30.00	8.00

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
<u>Purchase A-B-C</u>								
2.5 lb	35.00	34.00	46.50	35.00	27.75	39.00	43.82	27.82
5 lb	45.00	46.50	59.00	43.00	32.00	41.00	59.52	40.04
9 lb	N/A	N/A	N/A	N/A	N/A	N/A	89.44	N/A
10 lb	67.00	79.00	97.25	75.00	55.00	52.00	89.44	67.73
13 lb	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17 lb	N/A	N/A	N/A	N/A	N/A	N/A	146.09	N/A
<u>Purchase B-C</u>								
2.5 lb	32.00	34.00	46.50	35.00	28.00	41.00	43.82	25.58
5 lb	48.00	46.50	59.00	43.00	33.50	41.00	59.52	36.47
9 lb	N/A	N/A	N/A	N/A	N/A	N/A	89.44	N/A
10 lb	73.00	79.00	97.25	75.00	57.00	52.00	89.44	88.60
13 lb	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Purchase B-C (cont)</u>								
17 lb	N/A	N/A	N/A	N/A	N/A	N/A	146.09	N/A
<u>Purchase CO2</u>								
2.5 lb	N/A	N/A	N/A	N/A	110.00	N/A	N/A	N/A
5 lb	45.00	150.00	200.00	159.00	116.25	124.00	189.14	116.09
9 lb	N/A	N/A	N/A	N/A	N/A	N/A	266.9	N/A
10 lb	68.00	216.00	367.00	220.00	157.50	171.00	266.90	169.20
13 lb	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17 lb	N/A	N/A	N/A	N/A	N/A	N/A	380.50	N/A
<u>Purchase Halon</u>								
2.5 lb	173.00	No longer available	135.00	N/A	133.00	83	N/A	81.38
5 lb	227.00		237.00	230.00	198.75	142	219.88	140.27
9 lb	404.00		N/A	N/A	403.75	271	439.5	N/A
10 lb	N/A		413.00	N/A	N/A	N/A	439.5	295.88
13 lb	550.00		N/A	N/A	665.00	N/A	707.81	431.8
17 lb	703.00		751.50	N/A	702.50	N/A	N/A	N/A

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
ANSUL SYSTEM								
<u>Recharge</u>			No Bid					
R 102-3	75.00	395.00		400.00	265.00	475.00	250	175.5
R 102-6	150.00	695.00		800.00	525.00	600.00	425	351
R 102-9	225.00	975.00		1,200.00	850.00	775.00	600	526.5
						* Parts and Labor		
<u>Inspection</u>								
R 102-3	55.00	70.00		65.00	75.00	52.00	109.45	40.06
R 102-6	110.00	125.00		100.00	75.00	87.00	157.74	60
R 102-9	165.00	140.00		125.00	75.00	87.00	206.03	80
<u>Service</u>								
R 102-3	55.00	\$74/hour		78.75/hour	75/hour	0	80	N/A
R 102-6	55.00	\$74/hour		78.75/hour	75/hour	0	125	N/A
R 102-9	55.00	\$74/hour		78.75/hour	75/hour	0	180	N/A
<u>Fuse-links 360 Degree</u>								
R 102-3	7.00	8.95	8.00	10.00	6.00	14.46	7.5	
R 102-6	7.00	8.95	8.00	10.00	6.00	14.46	7.5	
R 102-9	7.00	8.95	8.00	10.00	6.00	14.46	7.5	
<u>Fuse-links 450 Degree</u>								
R 102-3	7.00	8.95	8.00	5.00	7.00	14.46	7.5	
R 102-6	7.00	8.95	8.00	5.00	7.00	14.46	7.5	
R 102-9	7.00	8.95	8.00	5.00	7.00	14.46	7.5	

Bid Summary
CSP 06-2014
Fire Extinguisher and Fire Suppressant System Inspections and Services
April 15, 2014

Services	Vendors							
	Advantage Interest Inc.	Api Systems Group	Citywide Fire Protection	Classic Protection Systems, Inc.	Firetrol Protection Systems	Industrial Fire Equipment Co.	Simplex Grinnell LP	Texas FirePros, Inc.
REPAIR SERVICES								
<u>Licensed Technician</u>								
Price Per Hour	55.00	75.00	10.00	78.75	75 (2hrs min)	45.00	90.36	15
Overtime Per Hour	82.50	98.00	40.00	118.00	112.50	65.00	158.12	N/A
<u>Technician Helper</u>								
Price Per Hour	55.00	75.00	0.00	65.00	55 (2hrs min)	N/A	N/A	15
Overtime Per Hour	82.50	98.00	0.00	98.00	82.50	N/A	N/A	N/A
<u>Travel Time</u>								
Price Per Hour	N/A	N/A	10.00	35/hour	N/A	35	0	N/A
Overtime Per Hour	N/A	N/A	40.00	N/A	N/A	45	0	N/A
<u>Labor/Material</u>								
Labor Cost Plus	\$55/hour	25%	0.00	20%	20%	45/hour	N/A	10%
Material Cost Plus	15%	25%	35%	20%	20.0%	20%	20%	20%
Avg Response Time	2 hours	2 hours	24 hours	2 hours	8 hours	2 hours	Same Day	1-2 hours
Emer Response Time	2 hours	2 hours	6-8 hours	2 hours	2 hours	3 hours	4 hours	1-2 hours

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PUBLIC SCHOOL PARAPROFESSIONALS' DAY**

RECOMMENDATION

That the Board of Trustees approve the attached resolution proclaiming May 14, 2014 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE

HB 108 by Representative Kino Flores designated the second Wednesday in May as Paraprofessional Day to recognize teacher aides and other assistants for their contribution to schools. Therefore, May 14, 2014 is proclaimed across Texas as Public School Paraprofessionals' Day.

Public School Paraprofessionals are valuable members of educational teams, contributing in many ways beyond their most recognizable functions. Their assistance is vital in classrooms, gymnasiums, libraries, with special education students and more.

Public School Paraprofessionals also assist school personnel as trusted communicators with parents and community members. Their connection to the community aids in communication and fosters positive public relations.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **public school paraprofessionals** are valuable members of educational teams in classrooms, gymnasiums, libraries, with special education students and more; and

WHEREAS, **public school paraprofessionals** contribute in many ways beyond their most recognizable functions; and

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

WHEREAS, **public school paraprofessionals** serve our educational community by providing support for students and staff; and

WHEREAS, **public school paraprofessionals** assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, the connection of **public school paraprofessionals** to the community aids in communication and positive public relations within the community,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares **May 14, 2014** as **Public School Paraprofessionals' Day** and encourages members of the Lamar Consolidated Independent School District Staff and community to express appreciation to our public school paraprofessionals.

Adopted this 15th day of April 2014



Julie Thompson, President

Frank Torres, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL NURSES' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of May 5 - 9, 2014 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Professional nurses are valuable members of educational teams in Lamar CISD schools. Nurses contribute to the health of students—in many ways beyond their most recognizable function as registered health care providers. School nurses also serve as advocates for students by lending a perspective regarding individual health needs and their assistance is particularly important in cases where students' illnesses hinder their ability to learn.

School nurses assist school personnel as trusted communicators with parents regarding sensitive health topics. Their connection to the health-care system adds credibility in addressing topics such a prevention of drug use, child abuse, suicide, school-age pregnancy and sexually transmitted diseases.

School nurses also serve as health educators, providing counseling and support for students and teachers. They are important resource persons in processes of curriculum development, textbook selection and review of instructional materials, in which accuracy of information is highly important.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **school nurses** play a critical role in the educational process through involvement in the prevention of illness and the early detection and correction of health problems; and

WHEREAS, **school nurses** must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

WHEREAS, **school nurses** serve the multiple roles of health educator and health counselor to children and families, resource person to classroom teachers and administrators, child advocate in times of crisis and liaison among home, school and community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of May 5 – 9, 2014 as **School Nurses Week**, and encourages all members Lamar Consolidated Independent School district staff and community to express appreciation to our school nurses.

Adopted this 15th day of April 2014



Julie Thompson, President

Frank Torres, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 5 – 9, 2014 as Teacher Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

May 5 – 9, 2014 is proclaimed as the National Teacher Appreciation Week. This special designation serves as a reminder to the public and recognizes the importance of a teacher's ability to mold our future citizens through their guidance and education.

Today's teachers encounter students of widely differing backgrounds and abilities and use many different teaching strategies to meet the needs of each student. Our society expects public education to provide quality education services to all children, regardless of their background or ability.

Our country's future depends—in large measure—on the education our youth receive today. Teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, today's teachers mold our future citizens through their guidance and education, and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities, and

WHEREAS, our society expects public education to provide quality education services to all children, no matter what their background or ability, and

WHEREAS, our country's future depends, in large measure, on the education our youth receive today, and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students, and performing community service, and

WHEREAS, our community recognizes that its teachers are providing quality educational services to our children,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 5 - 9, 2014** as **Teacher Appreciation Week** in the Lamar CISD and calls on the community to join with the Board of Trustees in personally expressing appreciation to our teachers for a job well done.

Adopted this 15th day of April 2014

Julie Thompson, President

Frank Torres, Secretary

**CONSIDER APPROVAL OF RESOLUTION NOMINATING THE REGION 4
2014 SUPERINTENDENT OF THE YEAR**

RECOMMENDATION

That the Board of Trustees approve the attached resolution nominating Dr. Thomas Randle for the Region IV Superintendent of the Year.

IMPACT/RATIONALE

Since 1984, the Superintendent of the Year award program has honored outstanding Texas administrators for achievement and excellence in public school administration. Candidates are chosen for their strong leadership skills, dedication to improving the quality of education in their school districts, commitment to public support and involvement in education and ability to build good employee relations among teachers and staff.

The Superintendent of the Year receives a \$5,000 award, which will be presented at the 2014 Texas Association of School Administrators/Texas Association of School Boards (TASA/TASB) Annual Convention in Dallas. The award program is underwritten by Balfour and sponsored by TASB.

The Superintendent of the Year will be selected for exhibiting leadership in his or her school district in the following areas:

- Student Performance
- Administration and School Climate
- School Board-Superintendent Relations
- School Improvement
- Fiscal Management
- Facilities Management
- Instructional Management
- Student Management
- Personnel Management
- School-Community Relations

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

RESOLUTION

Texas Association of School Boards 2014 Superintendent of the Year

The Lamar Consolidated Independent School District Board of Trustees on this date, April 15, 2014, resolved to nominate superintendent of schools, Dr. Thomas Randle, for his exemplary and visionary leadership toward improving student performance in our schools.

_____ President	_____ Vice-President
_____ Secretary	_____ Member
_____ Member	_____ Member
_____ Member	



**CONSIDER APPROVAL OF INTERDISTRICT STUDENT TRANSFERS
FOR 2014 - 2015 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the listed interdistrict student transfer requests for the 2014 - 2015 school year.

IMPACT/RATIONALE:

The Texas Education Agency has, since 1971, been operating under a statewide school desegregation order commonly known as Civil Action 5281. TEA must review all student transfers and notify the sending and receiving districts when the transfers do not comply with Civil Action 5281. TEA is generally prohibited from permitting student transfers between school districts when the cumulative effect in either the sending or receiving school or school district will impede or reduce desegregation, or reinforce or renew racially discriminatory practices.

District employees that live outside the district may transfer their children to Lamar CISD schools. Employees may also send their child to any school in the district if space is available.

Recommended for approval:



Dr. Thomas Randle
Superintendent

Listed below are transfer requests for children of employees of this district for the 2014-2015 school year:

<u>Name of Student</u>	<u>District Transferred From</u>	<u>Grade</u>	<u>Campus Assigned</u>
Abboud, Marc	Houston ISD	11	Lamar
Anciano, Jamison	Alief ISD	2	Travis
Arratia, Isaac	Alief ISD	3	Velasquez
Atkins, Mark	Fort Bend ISD	12	Foster
Ball, Joseph Jr.	Wharton ISD	9	Foster
Barbee, Miles Gray	Wharton ISD	1	Hutchison
Barrera, Mar'Tavia	Wharton ISD	11	George Ranch
Bauer, Johanna	Fort Bend ISD	12	Foster
Beck, Danielle Marie	Fort Bend ISD	12	Foster
Beck, Jamie Nicole	Fort Bend ISD	8	Briscoe Jr.
Benitez, Ivan	Katy ISD	2	Hubenak
Benitez, Tatiana	Katy ISD	5	Hubenak
Bertuglia, Stephen	Houston ISD	7	Reading Jr.
Bilski, Claire E.	Fort Bend ISD	12	Foster
Brasuell, Madison	Fort Bend ISD	12	Foster
Brenner, Jack	Fort Bend ISD	12	Foster
Brewer, Haylee	Katy ISD	2	Huggins
Brewer, Madison	Katy ISD	K	Huggins
Brooks, Libberty	Wharton ISD	K	Austin
Broughton, Abigail	Royal ISD	1	Hubenak
Brown, Hayes	Fort Bend ISD	3	Ray
Brown, Pamela Fay	Needville ISD	4	Thomas
Brown, Rebecca Sue	Needville ISD	K	Thomas
Brown, Sam	Fort Bend ISD	6	Wertheimer
Brown, Sarah	Fort Bend ISD	12	Foster
Broxson, Cambry	Fort Bend ISD	3	Jane Long
Buffamante, Stephen	Fort Bend ISD	10	Lamar
Buford, Alyvia	Fort Bend ISD	7	Briscoe
Buford, Jaylan	Fort Bend ISD	2	Austin
Buford, Kenneth	Fort Bend ISD	9	Foster
Buford, Michael	Fort Bend ISD	6	Wertheimer
Burke, Tyrell	Katy ISD	6	Polly Ryon
Camacho, Raymond A.	Brazos ISD	8	George Jr.
Camacho, Victoria A.	Brazos ISD	4	Taylor Ray
Carmona, Brittany	Fort Bend ISD	7	Briscoe Jr.
Carmona, Jake	Fort Bend ISD	5	Hubenak
Carwile, Matthew Ryan	Fort Bend ISD	11	Foster
Coleman, Brett	Fort Bend ISD	10	Foster
Covault, Hannah	Fort Bend ISD	10	Foster
Crane, Kyler	Katy ISD	4	McNeill
Cruz, Daniela	Stafford MSD	3	Taylor Ray
Cyprien, Ashton	Fort Bend ISD	5	Austin
Davis, Anthony	Katy ISD	3	Huggins
Davis, Ashlinh	Katy ISD	K	Huggins
Davis, Ev'Rett	Wharton ISD	3	Taylor Ray
Dozier, Agustus	Fort Bend ISD	3	Austin
Dozier, Maxwell	Fort Bend ISD	9	Foster
Eagleton, David	Crosby ISD	1	Campbell
Easley, Max	Fort Bend ISD	K	Frost
Feldhoff, Carter Wayne	Needville ISD	11	George Ranch

Ford, Chandler	Wharton ISD	6	Wertheimer
Fuller, Lucas	Fort Bend ISD	3	Adolphus
Garcia, Lauren	Fort Bend ISD	5	Adolphus
Garland, Austin	Fort Bend ISD	11	Foster
Gerbermann, Allen	Fort Bend ISD	5	Taylor Ray
Gonzales, Leann	Fort Bend ISD	11	Lamar
Gonzalez, Gregory	Katy ISD	7	Reading Jr.
Guess, Frederick	Houston ISD	8	Lamar Jr.
Hale, Walker	Fort Bend ISD	8	Reading Jr.
Hamilton, Ellis	Fort Bend ISD	3	McNeill
Hanks, Kade	Fort Bend ISD	8	Briscoe
Hanks, Konnor	Fort Bend ISD	3	Frost
Harper, Laura	Needville ISD	12	George Ranch
Hasenpflug, Matthew	Wharton ISD	8	Reading Jr.
Hasenpflug, Michael	Wharton ISD	9	George Ranch
Hasenpflug, Mitchill	Wharton ISD	7	Reading Jr.
Hernandez, Elena	Needville ISD	2	Travis
Hernandez, Juan	Needville ISD	5	Travis
Hernandez, Samantha	Needville ISD	9	Terry
Herring, Janie	Fort Bend ISD	6	Wertheimer
Hester, Damian Gary	Fort Bend ISD	Pegasus	Velasquz
Hester, Gary Trevonne	Fort Bend ISD	4	Velasquez
Hirsch, Logan M.	Needville ISD	12	George Ranch
Holts, Tohnnia	Bellville ISD	9	Foster
Holts, Tyrah	Bellville ISD	11	Foster
Jacobus, Kristin	Fort Bend ISD	11	Foster
Jaster, Lucas	Fort Bend ISD	2	Huggins
Jaster, Samuel	Fort Bend ISD	K	Huggins
Joseph, Julian	Katy ISD	5	Huggins
Kean, Caleb	Fort Bend ISD	2	Austin
Keene, Michael	Katy ISD	5	Taylor Ray
Keene, Patrick	Katy ISD	8	Briscoe Jr.
Kennett, Carmen A.	Fort Bend ISD	6	Polly Ryon
Kennett, Gerardo J.	Fort Bend ISD	4	Campbell
Kimbriel, Joseph	Fort Bend ISD	10	Foster
Kobza, Dalton	Fort Bend ISD	5	Austin
Kobza, Taylor	Fort Bend ISD	8	Reading Jr.
Koerth, Austin	Fort Bend ISD	9	George Ranch
Koerth, Christie	Fort Bend ISD	5	Campbell
Koerth, Katie	Fort Bend ISD	10	George Ranch
Konyha, Parker	Fort Bend ISD	3	Hutchison
Kucera, Millinda	Sweeny ISD	8	Briscoe Jr.
Lang, Peyton	Katy ISD	5	Hutchison
Lang, Zachary	Katy ISD	5	Hutchison
Lebron, Sean	Fort Bend ISD	6	Wessendorff
Leaks, Darren	Bellville ISD	3	Taylor Ray
Leaks, Malcolm	Bellville IOSD	4	Taylor Ray
Lionberger, Rhylee M.	Fort Bend ISD	11	Foster
Love, Carter	Fort Bend ISD	3	Dickinson
Love, Kaylee	Fort Bend ISD	K	Dickinson
Luna, Annaliese	Needville ISD	2	Thomas
Luna, Benjamin	Needville ISD	Pegasus	Thomas
Maresh, Blake	Needville ISD	5	Frost
Maresh, Claire	Needville ISD	3	Frost

McCune, Jacob	Fort Bend ISD	8	Briscoe Jr.
McCune, Jaxon	Fort Bend ISD	7	Briscoe Jr.
McDowell, Maya	Fort Bend ISD	6	Wertheimer
Merrick, Keith Thomas Jr.	Fort Bend ISD	2	Frost
Mendoza, Davyd	Needville ISD	7	Lamar Jr.
Meyer, Trenton	Fort Bend ISD	K	Austin
Mikeska, Bailey	Brazos ISD	1	Frost
Miles, Hayden Parker	Brazos ISD	5	Dickinson
Montes, Karen Beth	Needville ISD	5	Taylor Ray
Montes, Mylo Jonathan	Needville ISD	K	Taylor Ray
Moseley, Brittany	Fort Bend ISD	8	Briscoe Jr.
Myers, Faith-Lynn	Fort Bend ISD	1	Frost
Myers, Jacob Evan	Fort Bend ISD	3	Frost
Myers, Skyler Allen	Fort Bend ISD	4	Austin
Parnell, Xavier	Fort Bend ISD	11	George Ranch
Perez, Ayla	Fort Bend ISD	12	Foster
Perez, William	Fort Bend ISD	9	Foster
Phillips, Sean B.	Needville ISD	8	Reading Jr.
Pineda, Jacqueline	Needville ISD	9	Lamar
Poland, Kennedy	Katy ISD	1	Jane Long
Poland, McKinlea	Katy ISD	3	Jane Long
Prince, Connor	Katy ISD	1	Austin
Prince, Lauren Ashley	Katy ISD	3	Austin
Ramos, Gabriel	Fort Bend ISD	5	Huggins
Ramos, Vanessa	Fort Bend ISD	1	Huggins
Ramsey, Danielle	Fort Bend ISD	5	Hutchison
Rice, William	Fort Bend ISD	6	Polly Ryon
Robidoux, Haydn	Alief ISD	6	Polly Ryon
Rockwood, Mikayla	Fort Bend ISD	6	Wertheimer
Roden, Wyatt	Sweeny ISD	1	Huggins
Santana, James	Fort Bend ISD	2	Austin
Self, Eric	Fort Bend ISD	7	Briscoe Jr.
Self, Holly	Fort Bend ISD	10	Foster
Self, Natalie	Fort Bend ISD	10	Foster
Serna, Edward A.	Needville ISD	10	Terry
Simpson, Madison	Wharton ISD	6	Wertheimer
Smith, Madalyn	Wharton ISD	12	George Ranch
Smyers, Georgia	Katy ISD	1	Adolphus
Stubbs, Jackson	Fort Bend ISD	2	Williams
Tannery, Benjamin	Katy ISD	11	Terry
Torres, Rebecca	Needville ISD	8	Reading Jr.
Tullos, Tanner	Fort Bend ISD	7	Reading Jr.
Unruh, Kyle	Fort Bend ISD	12	George Ranch
Vignes, Amanda	Wharton ISD	11	Lamar
Vogler, Eric	Needville ISD	11	George Ranch
Waddill, Blake	Fort Bend ISD	2	Huggins
Waddill, Braden	Fort Bend ISD	4	Huggins
Waddill, Briley	Fort Bend ISD	6	Wertheimer
Walker, Alexander	Fort Bend ISD	K	Frost
Walker, Kingston	Katy ISD	1	McNeill
Wandling, Ashley	Fort Bend ISD	6	Campbell
Wandling, Tyler	Fort Bend ISD	12	George Ranch
Williams, Brennen	Fort Bend ISD	3	Hutchison
Williams, Bryce	Fort Bend ISD	3	Hutchison

Williams, Eric	Fort Bend ISD	11	Foster
Williams, Kirby L.	Fort Bend ISD	6	Wessendorff
Williams, Reginald	Fort Bend ISD	12	Foster
Wisbrock, Carolyn	Fort Bend ISD	Pegasus	Smith
Wood, Blake	Fort Bend ISD	11	George Ranch
Wright, Jenna	Sealy ISD	8	Briscoe Jr.

**CONSIDER APPROVAL OF
LAMAR CISD 2014 BOND TIMELINE CONSIDERATIONS**

RECOMMENDATION:

That the Board of Trustees approve the suggested timeline for planning the 2014 Bond Referendum.

IMPACT/RATIONALE:

In October 2002, the Board approved the Lamar CISD *Framework for Planning* which outlines the District's facilities planning process. Another Bond Referendum needs to be taken to the voters to provide the additional schools projected by the District's demographer—Population and Survey Analysts (PASA). The suggested timeline follows the framework for planning and would meet the goal of a bond election to be called for November 2014.

A tentative timeline for the November 2014 bond planning process is attached.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar CISD
November 2014 Tentative Bond Planning Timeline**

February 2014	Demographic Update by PASA
March 2014	Facilities Planning Team Reviews/Walkthroughs
March 2014	Board Nominates Citizens' Bond Committee Members
April 2014	Board Approves Citizens' Bond Committee Membership
May 2014	Bond planning workshop for Board Board Reviews Master Plan Principles
May 2014	Board Adopts Master Plan Principles, if changed
May – June 2014	Citizens' Bond Committee begins meeting
June 2014	Citizens' Bond Committee Report to Board Public Hearing on Bond Report
July 2014	Board Bond Workshop Board calls Bond Election
August 2014	Vote "Yes" Committee Organized Open Houses/Community Meetings
October 2014	Branch and Early Voting Community Presentations
November 2014	Bond Election

**CONSIDER APPROVAL OF LAMAR CISD CITIZENS' BOND
ADVISORY COMMITTEE**

RECOMMENDATION:

That the Board of Trustees approve the makeup of the 2014 Citizens' Bond Advisory Committee, as presented.

IMPACT/RATIONALE:

In October 2002, the Board approved the *Framework for Facilities Planning*. As part of the planning cycle, a Citizens' Bond Advisory Committee was formed to develop a recommendation for a 2014 Bond Referendum to be transmitted to the Board of Trustees for its consideration.

Members of the Board were asked to select three residents from their Single-Member District to serve on this District committee.

Members of the Lamar CISD community who were interested in serving on this committee were encouraged to complete an advisory committee application online at www.lcisd.org or to download a copy of the form to be completed and returned to the Community Relations Department. The four community members representing each single member district were drawn from these applicants.

The committee also consists of eight administrative representatives (principals or assistant principals) and students (two from each high school).

District administrators and consultants will serve as Ex-Officio members of the committee, as determined by the superintendent.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

2014 LCISD Citizens' Bond Committee

District	Recommendation	First Name	Last Name	Address	City	State	Zip
1	Community	Jermayne	Williams	1122 Cotton Gum Lane	Rosenberg	TX	77471
1	Community	Sheena	Navarro	1709 Frost Street	Rosenberg	TX	77471
1	Community	Joe	Gurecky	2420 3rd Street	Rosenberg	TX	77471
1	Community	Monica	Reyes	Southgate Drive	Rosenberg	TX	77471
2	Board	Carl	Richards	2803 Cedar Lake	Richmond	TX	77406
2	Board	Sheri	Lindsey	210 River Briar Lane	Richmond	TX	77406
2	Board	Robert	Hancock	2314 Fairdale Court	Richmond	TX	77406
2	Community	Chimika	Fields	2607 Edge Brook Court	Richmond	TX	77406
2	Community	Tres	Davis	2016 Haven Springs	Richmond	TX	77469
2	Community	Jennifer	Heath	2611 Falling Forest	Richmond	TX	77406
2	Community	Nicholas	Favre	802 Land Grant Drive	Richmond	TX	77406
3	Board	Jesse	Torres				
3	Board	Nick	Cantu				
3	Board	Ronnie	Love				
3	Community	Michael	Johnson	427 Cascade Oaks Lane	Richmond	TX	77406
3	Community	Teresa	Dower	2314 Crescent Water	Rosenberg	TX	77471
4	Board	Darryl	Rock				
4	Board	Mr.	Decal				
4	Board	Stan	Silva				
4	Community	Michael	Silva	1422 Quiet Trail	Sugar Land	TX	77479
4	Community	Saeed	Maha	6822 Elm Trace Drive	Sugar Land	TX	77479
4	Community	Courtney	Diepraam	1119 Wood Fern Drive	Sugar Land	TX	77479
4	Community	Roy	Kloeber III	1719 Wind Trace CV	Sugar Land	TX	77479
5	Board	Rodney	Vannerson	5702 Berkshire Ridge Drive	Sugar Land	TX	77479
5	Board	Daryl	Henderson	2126 Canyon Crest Drive	Sugar Land	TX	77479
5	Board	Diego	Armendariz	2303 Trinity Manor Lane	Richmond	TX	77469
5	Community	Allison	Pike	5302 Stoneridge Court	Rosenberg	TX	77471
5	Community	Joe	Ramirez	1918 Blossom Breeze Lane	Rosenberg	TX	77469
5	Community	Gerald	Bennett	1630 Brazos Traces	Richmond	TX	77469
5	Community	Wright	Ursula	514 Summer Mist Lane	Rosenberg	TX	77469
6	Board	Michael	Richard	2624 Cedar Lane	Rosenberg	TX	77471
6	Board	Michael	Guitierrez	3906 Enclave Mist Lane	Richmond	TX	77469
6	Board	Edward	Martinez	2619 Live Oak	Rosenberg	TX	77471
6	Community	Crystal	Dowd	6418 Archer Ranch Lane	Rosenberg	TX	77471
6	Community	Vanessa	Rodriguez	1419 Bell Ridge Lane	Rosenberg	TX	77471
6	Community	Veronica	Humphrey	525 FM 2919	Kendleton	TX	77451
6	Community	Krystle	Sanchez	1831 Green Gate	Rosenberg	TX	77471
7	Board	Diane	Elko	5007 Waterbeck Street	Weston Lakes	TX	77441
7	Board	Charles	Sheffield	5510 Westerham	Fulshear	TX	77441
7	Board	John	Crowe	PO Box 231 37031 Lariat Lane	Simonton	TX	77476
7	Community	Jody	Bickett	32918 Willenhall Court	Fulshear	TX	77441
7	Community	Paul	Ogor	33011 Whitburn Trail	Weston Lakes	TX	77441
7	Community	Jared	Wilkerson	2846 Park Hills Drive	Katy	TX	77494
7	Community	Mandi	Bronsell	20911 Silver Chase Lane	Richmond	TX	77406

2014 LCISD Citizens' Bond Committee

District	Recommendation	First Name	Last Name	Address	City	State	Zip
Admin	Austin Elementary	Bud	Whileyman	2002 Southern Place	Richmond	TX	77406
Admin	Wessendorff MS	Margaret	Patton	1203 Colonial Heights Drive	Richmond	TX	77469
Admin	Briscoe JH	Mike	Semmler	25718 Canyon Crossing Drive	Richmond	TX	77406
Admin	Hubenak Elementary	Diane	Parks	4420 Lone	Bellaire	TX	77401
Admin	George Ranch HS	Leslie	Haack	6501 Mert Street	Katy	TX	77493
Admin	Williams Elementary	Herva	Bhola	1934 N. Thunderwood Circle	Fresno	TX	77545
Admin	Ray Elementary	Ben	Perez	1811 Frost Street	Rosenberg	TX	77471
Admin	Terry HS	Maria	Fondon	1206 Port Gibson Court	Richmond	TX	77469
Student	Foster HS	Alyssa	Kuykendall	4216 Penn Lane	Richmond	TX	77406
Student	Foster HS	Daniel	Anderson	1800 Pecan Lake Drive	Richmond	TX	77406
Student	George Ranch HS	Stacy	Edokpa	8930 Water Crest Trail	Richmond	TX	77469
Student	George Ranch HS	Evan	Murray	8031 Spring Blue Bonnet Drive	Sugar Land	TX	77479
Student	Lamar Consolidated HS	Aaron	Adrian	6402 Archer Ranch Lane	Rosenberg	TX	77471
Student	Lamar Consolidated HS	Elena	Montes	22315 Fieldcrest Lane	Richmond	TX	77469
Student	Terry HS	Joyce	Noward	1429 Daily Road	Rosenberg	TX	77471
Student	Terry HS	Jonathan	Lopez	4815 East Parma	Rosenberg	TX	77471

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCING CONSULTANT
SERVICES FOR THE TRAYLOR STADIUM RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the Traylor Stadium Renovation Project not to exceed the amount of \$15,325.

IMPACT/RATIONALE:

Testing and balancing services is a professional service that the District must contract directly. These funds are provided with the 2011 bond funds. The testing and balancing will provide final adjustments to the HVAC equipment installed in the Traylor Stadium renovation project.

PROGRAM DESCRIPTION:

Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting services for the Traylor Stadium Renovation Project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



DALLAS-HOUSTON-SAN ANTONIO

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

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

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Gilbane Building Company
1002 ½ East Stadium Drive, East Campus
Rosenberg, Texas 77471

RE: Lamar CISD
Traylor Stadium Improvements

ATTENTION: Marc Bollom

DATE: March 25, 2014

We are pleased to quote our services to test and balance the heating, ventilating, and air conditioning systems in the subject project. In particular, we are quoting our services per the Mechanical Plans dated February 24, 2014 – (100% Conformance Set) and Specification Section 23 05 93 entitled “Testing, Adjusting and Balancing for HVAC.”

Testing, Adjusting and Balancing per AABC Standards.....	\$ 12,290.00
Control Sequence Verification.....	\$ 1,700.00
Field Document Preparation	\$ 535.00
Final Report Preparation	\$ 800.00
TOTAL NET PRICE FOR THE ABOVE SERVICES.....	\$ 15,325.00

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.



C.G. Conaway
Sales Manager

Cc: Kevin McKeever

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCING
CONSULTANT SERVICES FOR THE NEW NATATORIUM**

RECOMMENDATION:

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the new Natatorium not to exceed the amount of \$36,615.

IMPACT/RATIONALE:

Testing and balancing services is a professional service that the District must contract directly. These funds are provided with the 2011 bond funds. The testing and balancing will provide final adjustments to the HVAC equipment installed in the new Natatorium.

PROGRAM DESCRIPTION:

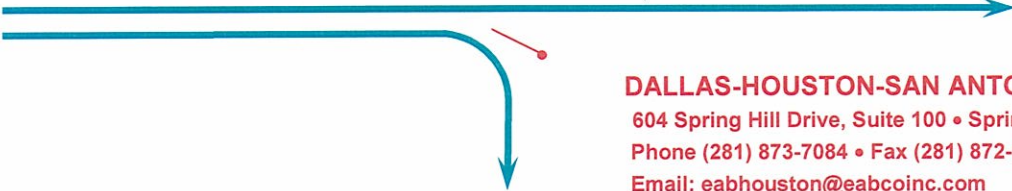
Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



DALLAS-HOUSTON-SAN ANTONIO

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

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

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Gilbane Building Company
1002 ½ East Stadium Drive, East Campus
Rosenberg, Texas 77471

RE: Lamar CISD District Natatorium

ATTENTION: Marc Bollom

DATE: March 26, 2014

We are pleased to quote our services to test and balance the heating, ventilating, and air conditioning systems in the subject project. In particular, we are quoting our services per the Mechanical Plans dated September 25, 2013 – Addendum No. 4 and Specification Section 23 05 93 entitled “Testing, Adjusting and Balancing for HVAC.”

Testing, Adjusting and Balancing per AABC Standards.....	\$ 25,635.00
Control Sequence Verification.....	\$ 7,650.00
BAS Field Document Preparation	\$ 1,335.00
Final Report Preparation	\$ 1,995.00
TOTAL NET PRICE FOR THE ABOVE SERVICES.....	\$ 36,615.00

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

C.G. Conaway
Sales Manager

Cc: Kevin McKeever

**CONSIDER APPROVAL OF CONSTRUCTION MATERIAL TESTING SERVICES FOR
THE CONSTRUCTION OF THE NEW ARREDONDO ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve Terracon for construction material testing services for the new Arredondo Elementary not to exceed the amount of \$69,659 and budget as necessary.

IMPACT/RATIONALE:

Construction material testing services is a professional service that the District must contract directly. These funds are allocated from within the 2011 Bond Funds.

PROGRAM DESCRIPTION:

Construction material testing is a process during construction that insures materials are installed correctly. These reports are crucial in the construction of the new Arredondo Elementary.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



March 31, 2014

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

Phone: 281.341.3122
Fax: 281.341.3129

Subject: Proposal for Construction Materials Testing Services
John M. Arredondo Elementary School
Reading Road and FM2977, Rosenberg, Texas
Terracon Proposal No. P92140316-Rev. 1

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

The project is located at Reading Road and FM 2977 in Rosenberg, Texas. The project consists of the construction of a new elementary school. The structure will be constructed on approximately 54" of select fill with a structural slab foundation. The school is approximately 93,000 square feet. The superstructure will be constructed of structural steel framing. Pavements will be constructed of reinforced concrete and underlain by lime treated subgrade soil.

2.0 SCOPE OF SERVICES

Our scope of services is based on review of plans and specifications prepared by PBK Architects and include the following.

Earthwork Observations and Testing:

1. Sample building subgrade, select fill, trench backfill and paving subgrade material. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698), and percent fines (ASTM D1140).
2. Sample building select fill to verify that the soil meets the requirements for Atterberg Limits and percent fines (ASTM D4318 and ASTM D1140). Samples will be obtained at a rate of one sample per 2,500 square feet per lift, with a maximum of 10 samples per lift.
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested at 2 days and 7 days.
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
2. Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens (ASTM C172, C31, C143, C173, and C1064).
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39). One set of four concrete cylinders will be prepared and two cylinders each will be tested at 7 and 28 days respectively.

Reinforcing Steel Observation and Testing:

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

Cast-in-Place Concrete Observations and Testing:

1. Provide an engineering technician to sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete and 1 set of test cylinders every 100 cubic yards for concrete paving. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). One set of four concrete cylinders will be prepared and one cylinder tested at seven days, two at twenty eight days, and one at 56 days.

Masonry Observation and Mortar and Grout Testing:

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

Structural Steel Observations and Testing:

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.
4. Provide a Certified Welding Inspector (CWI) on a periodic basis to visually check materials and fabrication procedures in the mill, shop and field when requested.
5. Perform visual inspections of elevated decks. We will observe the shear studs for number, pattern, and bond.
6. Utilize an Ultrasonic Flaw detector to determine the quality of all complete joint penetration welds such as moment connections or splice connections by the Ultrasonic Method in accordance with AWS D1.1.

Fireproofing Observations and Testing:

1. Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

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

3.0 PROJECT STAFFING AND ADMINISTRATION

Terracon's approach to providing materials engineering services is to assign qualified field representatives, directed by Professional Engineers licensed in the State of Texas, to perform the required tests for your project. Many of our field representatives are certified by the National Institute for Certification in Engineering Technologies (NICET) and are involved in continuing training through on-the-job experience and formal instructions. Terracon is accredited by The American Association for Laboratory Accreditation (A2LA) and Texas Department of Transportation (TxDOT) to perform the field and laboratory tests listed in this cost estimate. Terracon will assign a professional engineer to manage this project. The Project Manager's responsibilities will include:

- Attend monthly progress meetings,
- Coordinate field and laboratory testing,
- Verify quality control testing is in accordance with the project documents,
- Communicating with our field representative, contractor, and Client's site representative,
- Review laboratory and field test reports and concrete mixes,
- Inform the Client's representative and the contractor of failing results,
- Control the testing budget, and prepare invoices.

4.0 COMPENSATION

Our estimated budget to perform the proposed scope of services is **\$69,659**. This estimate is based on our understanding of the information available through the project documents provided to us. In the absence of a construction schedule for this project, we have estimated the number of site visits for various activities based on our experience with similar projects. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, re-inspection, stand-by time and cancellations are not included in our budget estimate estimate. A maximum of one hour will be billed for concrete cylinder pick-ups.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day Monday through Friday (excluding lunches), and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. All labor, equipment and transportation charges are billed on a portal to portal basis from our office and include a 4 hour minimum. You will be invoiced on a monthly basis for services actually performed. Any additional scope of services and/or costs will require approval of Lamar Consolidated Independent School District. Terracon will not proceed with testing or additional scope of services without approval from Lamar Consolidated Independent School District.

Test reports will be distributed via email to the project team, and a hard copy will be provided with each invoice to the program manager. Email reports will also be provided to the project team. You will need to provide Terracon with a distribution list of additional personnel prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

5.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning an executed copy along with this proposal to Terracon. This document for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. Terracon's total fee is due within thirty days following receipt of invoice. This cost estimate is valid only if authorized within sixty days from this letter's listed date.

We appreciate the opportunity to provide this budget estimate and look forward to working with you on this project. Please contact us at your convenience, if you have any questions or require additional information.

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



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



Alfonso Hernandez, P.E.
Construction Services Manager

Enclosures:

- (1) Budget Estimate
- (2) Agreement for Services



**COST ESTIMATE
FOR CONSTRUCTION MATERIALS TESTING
John M. Arredondo Elementary School
Reading Road and FM 2977, Rosenberg, Texas
Terracon Proposal No. P92140316-Rev 1**

Service	Quantity	Unit	Unit Rate	Estimate
Earthwork and Backfill Observation and Testing				
Engineering Technician	300	hour	\$40.00	\$12,000
Engineering Technician (Overtime)	30	hour	\$60.00	\$1,800
Vehicle Charge	45	trip	\$60.00	\$2,700
Vehicle Charge 1/2 Day	40	trip	\$30.00	\$1,200
Nuclear Density Gauge	40	trip	\$50.00	\$2,000
Atterberg Limits (Pad Verification)	55	each	\$55.00	\$3,025
Atterberg Limits	6	each	\$55.00	\$330
Moisture Density Relationship (ASTM D698)	8	each	\$165.00	\$1,320
Compressive Strength of Cement Sand	12	each	\$60.00	\$720
Optimum Lime Determination	1	each	\$300.00	\$300
			Sub-total	\$25,395
Reinforcing Cast-in-Place Structural Concrete Observation and Testing				
Engineering Technician	320	hour	\$40.00	\$12,800
Engineering Technician (Overtime)	40	hour	\$60.00	\$2,400
Vehicle Charge	50	trip	\$60.00	\$3,000
Vehicle Charge 1/2 Day	40	trip	\$30.00	\$1,200
Concrete Test Cylinders (ASTM C39) 4 cyl. per set	90	set	\$60.00	\$5,400
			Sub-total	\$24,800
Masonry Observations and Testing				
Engineering Technician	72	hour	\$40.00	\$2,880
Vehicle Charge	2	trip	\$60.00	\$120
Vehicle Charge 1/2 Day	22	trip	\$30.00	\$660
Mortar Test Cubes (6 cubes per set)	96	each	\$25.00	\$2,400
Grout Test Prisms (4 prisms per set)	32	each	\$25.00	\$800
			Sub-total	\$6,860
Sprayed on Fireproofing Observations and Testing				
Engineering Technician	24	hour	\$40.00	\$960
Vehicle Charge	2	trip	\$60.00	\$120
Vehicle Charge 1/2 Day	10	trip	\$30.00	\$300
Adhesion/Cohesion	6	each	\$40.00	\$240
Dry Density	6	each	\$14.00	\$84
			Sub-total	\$1,704
Structural Steel Observations				
Certified Welding Inspector (CWI)	60	hour	\$75.00	\$4,500
Vehicle Charge	5	trip	\$60.00	\$300
Ultrasonic Equipment	4	trip	\$100.00	\$400
			Sub-total	\$5,200
Administration				
Project Manager	60	hour	\$95.00	\$5,700
			Estimated Project Total	\$69,659

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Arredondo Elementary School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 02/16/2014 ("Proposa") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

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

Consultant: **Terracon Consultants, Inc.**
 By: *Mark D Wells* Date: **3/31/2014**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Road Suite 100 Houston, TX 77043**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **mdwells@terracon.com**

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

Reference Number: P92140316

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCING CONSULTANT
SERVICES FOR THE NEW ARREDONDO ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the new Arredondo Elementary not to exceed the amount of \$65,205.

IMPACT/RATIONALE:

Testing and balancing services is a professional service that the District must contract directly. These funds are provided with the 2011 bond funds. The testing and balancing will provide final adjustments to the HVAC equipment installed in the new Arredondo Elementary.

PROGRAM DESCRIPTION:

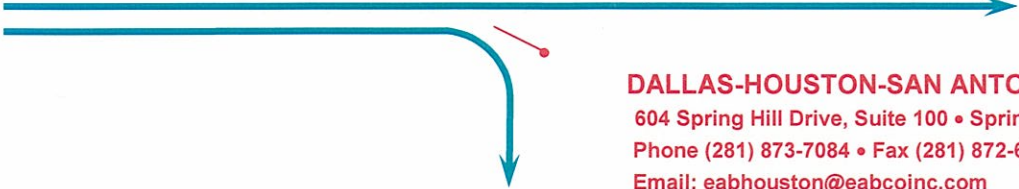
Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



DALLAS-HOUSTON-SAN ANTONIO

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

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

Email: eabhouston@eabcoinc.com

Website: www.eabcoinc.com

TO: Gilbane Building Company
1002 ½ East Stadium Drive
Rosenberg, Texas 77471

RE: Lamar CISD
John M. Arredondo
Elementary School

ATTENTION: Marc Bollom

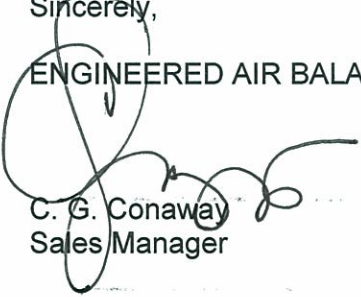
DATE: March 5, 2014

We are pleased to quote our services to test and balance the heating, ventilating, and air conditioning systems in the subject project. In particular, we are quoting our services per the Mechanical Plans dated January 19, 2014 – (Issue for Bid) and Specification Section 23 05 93 entitled “Testing, Adjusting and Balancing for HVAC.”

Testing, Adjusting and Balancing per AABC Standards	\$ 48,430.00
Control Sequence Verification	\$ 13,770.00
Field Document Preparation	\$ 1,205.00
Final Report Preparation	\$ 1,800.00

TOTAL NET PRICE FOR THE ABOVE SERVICES.....\$ 65,205.00

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

Sincerely,

 ENGINEERED AIR BALANCE CO., INC.
 C. G. Conaway
 Sales Manager

Cc: Kevin McKeever (LCISD)

Please return this quote with your signature of approval.

Name & Title

Date of Acceptance

**CONSIDER APPROVAL OF INTERLOCAL PARTICIPATION AGREEMENT WITH
THE TASB ENERGY COOPERATIVE**

RECOMMENDATION:

That the Board of Trustees approve an Interlocal Participation Agreement with TASB Energy Cooperative for the purchase of fuel through the fixed-rate transportation fuel program.

IMPACT/RATIONALE:

Lamar CISD would enter into an agreement for a term of eighteen (18) months, May 1, 2014 through October 31, 2015. This agreement will allow Lamar CISD to purchase unleaded gasoline and diesel fuel at a fixed-rate. The fixed-rate cap quoted by the Cooperative is \$2.75/gal. for regular unleaded gasoline and \$2.99/gal. for diesel. The TASB fee to participate is 2% of the price of the fuel with a \$.05/gal maximum. The cost to deliver the fuel will be added to the invoice. If TASB is able to meet or beat the strike price by June 6, 2014, then Lamar CISD would be obligated to purchase the amount specified in the agreement. Administration has chosen to commit to purchase 75% of anticipated annual volume.

PROGRAM DESCRIPTION:

Upon approval Lamar CISD will purchase at least 75% of the annual fuel purchase through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

Submitted by: Jill Ludwig, Chief Financial Officer
 J. Kevin McKeever, Administrator for Operations
 Isaac Davila, Director of Transportation

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

TASB ENERGY COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

"Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

"Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

"Energy Services Vendor" means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term

includes a retail electric provider (“REP”), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

“*Letter of Commitment*” means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. **Adopt Charter Interlocal Cooperation Agreement.** The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.
3. **Term.**
 - (a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
 - (b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member’s initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.
4. **Services.** The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member’s participation in such programs. As a general matter, with respect to the establishment and administration of such programs:
 - (a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.
 - (b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member’s energy services that occur under any Energy

Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:
- (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.
 - (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.
6. **Termination.**
- (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.
 - (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.
 - (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.
7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation

Fees”) from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.

8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees (“Board”), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.
9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.
3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.
4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.
5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to

contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.

6. Fiscal Responsibility.

(a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.

(b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

7. Defense and Prosecution of Claims. The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.

8. Governance. The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

10. Legal Authority. The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:

(a) It is a political subdivision of the state of Texas and it meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

- (b) The functions and services to be performed under this Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
- (c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.
- (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.
- (e) All requirements—local or state—for a third party to approve, record or authorize this Agreement have been met.

11. Disclaimer. THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability. Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:

- (a) Neither party waives any immunity from liability afforded under law.
- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member’s purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.

(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Entirety and Effect on Prior Agreements.** Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.
15. **Notice.** Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to James B. Crow, Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[The remainder of this page is intentionally left blank. Signatures are on following page.]

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: _____
James B. Crow, Secretary

Date: _____

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

Lamar CISD
(Name of Local Government)

By: _____
Signature of authorized representative

Date: _____

Julie Thompson, President
Printed name and title of authorized representative

General Contact for the Energy
Cooperative Member :

Jill Ludwig
Name
3911 Avenue I

Mailing Address
Rosenberg, Texas

City
Texas, _____
77471

(zip)
832-223-0150

Telephone
832-223-0167

Fax
ludwig@lcisd.org

Email

LETTER OF COMMITMENT TO TASB ENERGY COOPERATIVE FIXED-RATE TRANSPORTATION FUEL POOL

Re: **Commitment to Participate in TASB Energy Cooperative
Fixed-Rate Transportation Fuel Pool (May 2014 – October 2015)**

The independent school district (ISD) or other political subdivision listed below (“Entity”) executes this Letter of Commitment and the attached Annex 1 and Ratable Schedule (collectively “Commitment Agreement”) to the TASB Energy Cooperative (“Cooperative”). Entity hereby commits to purchase gasoline and diesel fuel (collectively “Fuel”) through the Cooperative’s Fixed-Rate Transportation Fuel Program (“Fuel Program”), specifically the fuel pool organized for the 18-month period of May 1, 2014 through October 31, 2015 (“Pool”), from the Selected Vendor (as described and provided for herein) in the volume and under the terms set forth in this Commitment Agreement.

Entity acknowledges that the Cooperative, through a competitive procurement process, has approved two vendors, Petroleum Traders Corporation (“Petroleum Traders”) and Mansfield Oil Company (“Mansfield”), which are eligible to bid on specific fixed-rate fuel pools established by the Cooperative. Working with and through its administrator, the Texas Association of School Boards, Inc. (TASB), the Cooperative will obtain executable pricing for the Fuel from Petroleum Traders and Mansfield Oil, and will award one of the companies the right to be the Selected Vendor of the Pool if the Cooperative or its designee determines that the company’s submitted pricing provides the best value for Entity and other Pool participants. (In this Agreement, the awarded vendor for the Pool, which may be either Petroleum Traders or Mansfield Oil depending upon the Cooperative’s best value determination, is referred to as “Selected Vendor.”)

If the Cooperative establishes the Pool, Entity hereby commits to purchase its Fuel from the Selected Vendor, in accordance with this Commitment Agreement, provided that the Fuel price does not exceed the per gallon price set forth in Annex 1, which amount is at or below the per gallon cap established by the Cooperative.

This Commitment Agreement shall be binding upon Entity from the date executed until the earlier of June 6, 2014, or the date the Purchase Agreement for the TASB Energy Cooperative Fixed-Rate Transportation Fuel Program (“Purchase Agreement”) is executed between Entity and the Selected Vendor (“Commitment Period”). If, by the end of the Commitment Period, the Cooperative, directly or through TASB, does not choose a Selected Vendor, i.e., does not award the Pool to either Petroleum Traders or Mansfield Oil as the best value vendor for Entity and other Pool participants, then Entity is not required to purchase Fuel through the Pool and the Cooperative is not required to solicit additional bids to provide Fuel to Entity.

Entity understands and agrees to be bound by the following terms:

1. Entity represents and warrants that it is a member of the Cooperative and has previously executed its Interlocal Participation Agreement.
2. Entity represents and warrants that Entity (i) wishes to participate in the Pool, (ii) has reviewed the standard Purchase Agreement, a copy of which is attached hereto as Exhibit A, and (iii) shall execute the Purchase Agreement with the Selected Vendor under the terms selected and set forth in Annex 1 and the Ratable Schedule attached thereto.
3. In consideration for the services provided by the Cooperative and TASB in establishing and administering the Fuel Program and the Pool, Entity agrees that the Cooperative and TASB shall be jointly entitled to receive, and the Selected Vendor shall pay, a service fee based on the total number of gallons of Fuel purchased by Entity under the Purchase Agreement and calculated as follows:
 - a. Add, as applicable, \$0.05 per gallon for the number of gallons less than or equal to 500,000 gallons, plus \$0.02 per gallon for the number of gallons greater than 500,000 gallons but less than or equal to 1,000,000 gallons, plus \$0.005 per gallon for the number of gallons greater than 1,000,000 gallons.
 - b. Divide the total dollar amount calculated under (a) by the total gallons purchased to derive the service fee.
4. Entity shall be in default of this Commitment Agreement if Entity fails to execute the Purchase Agreement approved by the Cooperative, provided that the per gallon cap set forth in Annex 1 has not been exceeded.
5. In the event of a default by Entity, either the Selected Vendor or the Cooperative (including the Cooperative's third-party designee) may provide Entity with notice of such default. If Entity has not cured such default within five (5) calendar days after receipt of such notice, then a breach will have occurred and the Cooperative and/or Selected Vendor may terminate this Commitment Agreement and obtain recourse as provided herein.
6. If the Selected Vendor terminates this Commitment Agreement because of Entity's default, the Selected Vendor may determine whether it has incurred direct damages, including, but not limited to, purchasing gasoline and diesel fuel in the wholesale market to supply Entity and any lost revenue, and shall calculate the direct actual damages incurred, provided, however, that in no event shall such damages include or shall Entity be responsible for consequential, speculative, incidental, exemplary, punitive, special, or indirect damages (including lost profits). Further, the Selected Vendor shall have the duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of Entity's default. Entity shall pay the damages within

45 days of receipt of a written damages calculation, accompanied by detailed supporting documentation, from the Selected Vendor. Neither the Cooperative nor TASB shall be liable or have any obligation to the Selected Vendor arising from or related to Entity's default under this Commitment Agreement.

7. TASB, on behalf of the Cooperative, has negotiated the terms of the attached standard Purchase Agreement with the Selected Vendor. However, neither TASB nor the Cooperative is providing specific expert or legal advice to Entity, and no agency, fiduciary, or attorney-client relationship exists between or among TASB, the Cooperative and Entity.
8. The person executing this Commitment Agreement on behalf of Entity represents that he or she has the authority to enter into this Commitment Agreement on behalf of Entity, that all necessary and prerequisite administrative procedures, policies, and laws have been complied with and that the governing body of Entity is bound by such execution of this Commitment Agreement.
9. This Commitment Agreement, together with the Interlocal Participation Agreement executed by Entity with the Cooperative, and any amendments thereto, represents the complete understanding of the parties. To the extent that there is a conflict between these agreements and any prior agreements or any oral or written communications, this Commitment Agreement shall control and take precedence over all prior agreements.

Entity, intending to be legally bound, does, acting through its authorized representative, affix its signature as evidence of its agreement.

ENTITY NAME:

Printed Name

By Entity's Authorized Representative:

Title

Signature

Date

NOTICES AND INFORMATION

Entity Contact:	_____
Address:	_____
Telephone:	_____
E-mail:	_____
Fax Number:	_____

ANNEX 1:

Binding Commitment to the Cooperative and its Selected Vendor
under the TASB Energy Cooperative Fixed-Rate Transportation Fuel Pool
(May 2014 – October 2015)

I agree to purchase a total of _____ **gallons of gasoline** and _____ **gallons of diesel** during the delivery period of May 1, 2014 – October 31, 2015, provided that the fixed price per gallon (excluding regulated delivery charges, and applicable taxes) **does not exceed \$ 2.75 per gallon for regular unleaded gasoline** and **does not exceed \$ 2.99 per gallon for diesel fuel**, and to lift the gallons in accordance with the attached Ratable Schedule.

Printed Name: _____

Signature: _____

If unfavorable market conditions prevent the Cooperative from achieving the per gallon cap price(s) stated above and establishing the Pool before May 1, 2014, no Fuel will be delivered in May 2014 and Entity's gallon commitment(s) under the Pool will be reduced by the number of gallons specified for May 2014 delivery on the Ratable Schedule.

This Binding Commitment shall be in effect until June 6, 2014. Entity agrees that it will execute the designated Purchase Agreement on or before June 6, 2014. The signatory listed on the next page represents and warrants that he/she has all necessary authorization and approvals to execute this Binding Commitment.

RATABLE SCHEDULE

Delivery Month	Unleaded Gasoline (Gallons)	Ultra Low Sulfur Diesel (Gallons)
May 2014		
June 2014		
July 2014		
August 2014		
September 2014		
October 2014		
November 2014		
December 2014		
January 2015		
February 2015		
March 2015		
April 2015		
May 2015		
June 2015		
July 2015		
August 2015		
September 2015		
October 2015		

[Signature Follows on Next Page]

Name of ISD or Political Subdivision: _____

Signature: _____

Printed Name of Signatory: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

Date: _____

Tank Address: _____

Delivery Contact: _____

Telephone: _____

Purchasing Contact: _____

Telephone: _____

PLEASE COMPLETE AND EMAIL OR FAX ENTIRE DOCUMENT TO:

Jason Turner
Division Director, Energy Services
Texas Association of School Boards, Inc.

EMAIL: jason.turner@tasb.org

FAX: 512-483-7179



PURCHASE AGREEMENT

**FOR TASB ENERGY COOPERATIVE MEMBER PURCHASERS
FIXED-RATE TRANSPORTATION FUEL PROGRAM**

COOPERATIVE MEMBER PURCHASER’S NAME:
PLEASE RETURN ACCEPTANCE BY FAX TO SELLER AT:
PURCHASER’S ADDRESS:
PURCHASER’S TELEPHONE:
PURCHASER’S FAX:

Subject to the terms and conditions contained in this Purchase Agreement (“Agreement”), Purchaser agrees to purchase, and Seller agrees to sell, the following product(s) at the price and in the quantities as set forth in this Agreement. Seller and Purchaser may be referred to individually as a “Party” and collectively as “Parties”:

PRODUCT: _____

PRICE PER GALLON: _____

VOLUME: _____

1. **ENERGY COOPERATIVE ADMINISTRATIVE FEE:** The price per gallon includes the administrative fee provided for under the TASB Energy Cooperative (“Cooperative”) contract award to Seller, which fee is based on the total number of gallons of Fuel purchased by Purchaser under this Purchase Agreement and calculated as follows:
 - a. Add, as applicable, \$0.05 per gallon for the number of gallons less than or equal to 500,000 gallons, plus \$0.02 per gallon for the number of gallons greater than 500,000 gallons but less than or equal to 1,000,000 gallons, plus \$0.005 per gallon for the number of gallons greater than 1,000,000 gallons.
 - b. Divide the total dollar amount calculated under (a) by the total gallons purchased to derive the service fee.

The administrative fee shall be paid by Seller to the Cooperative in accordance with the terms set forth in that certain Services Agreement between the Cooperative and Seller effective _____. If the Services Agreement is terminated for any reason before the expiration or termination of this Agreement, Seller shall cease collection of the administrative fee from Purchaser.

DELIVERY PERIOD: _____ through _____ (“Delivery Period”)

CONTRACT TERM: This Agreement begins on the date it has been executed by both Parties and, unless terminated earlier as provided for herein, ends on the 90th day after the date of the last delivery.

RACK: Yes No **DELIVERED:** Yes No **F.O.B.:** Insert F.O.B address

GALLONS: Net Gross **DELIVERY FEES:** Included Excluded

TAXES: Excluded **SUPERFUND:** N/A **ENVIRONMENTAL FEES:** Excluded

Prices exclude all taxes and fees. Purchaser is responsible for all applicable taxes and fees and Purchaser will be billed for all taxes and fees as a separate line item. Seller will not be responsible for any taxes or fees associated with any changes or modification in Purchaser’s tax status or tax rates. Purchaser acknowledges that taxes and fees are subject to change from time to time without notice and Purchaser shall be responsible for all taxes and fees including, without limitation, superfund fees, whether existing at the time of execution of this Agreement or subsequently imposed.

Purchaser’s Initials _____

Seller’s Initials _____

FREIGHT IF BILLED SEPARATELY: Purchaser will be billed at Seller’s freight cost without markup. Freight rates are based on full transport loads of 7500 gallons minimum for diesel fuel and 8500 gallons minimum for gasoline. Prices per gallon will be adjusted as appropriate in cases where transport loads are less than the minimum gallon loads identified in this paragraph. In these cases, Purchaser will be billed the adjusted freight rate per gallon times the number of gross gallons received.

DELIVERY ADDRESS: [Insert full delivery address]

PURCHASER’S CREDIT TERMS: All payments shall be made in United States dollars.

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. **RATABLE USAGE.** During the Delivery Period of this Agreement, Purchaser shall use commercially reasonable efforts to lift each Product at each delivery point in accordance with the Ratable Schedule (“Schedule”), which is attached to this Agreement as Exhibit A and made a part of this Agreement for all purposes. Should Purchaser fail to lift the total number of gallons indicated for a particular month, Purchaser must make up the shortage by the end of the following month. Purchaser shall purchase the total number of gallons contracted for, as shown in the Schedule, and lift such total number of gallons by the end of the Delivery Period. If Purchaser purchases more gallons during the Delivery Period than the total number of contracted gallons, the additional gallons will be priced at a rate negotiated prior to delivery. Seller shall immediately notify Purchaser if Seller is or will be unable to deliver the Product in accordance with Schedule A or to make a specific scheduled delivery.

2A. **SCHEDULED DELIVERIES.** Purchaser shall notify Seller of the date on which a delivery is to be made and the number of gallons to be delivered. In the event Purchaser fails to take a scheduled delivery of any portion of the Product during the Delivery Period, through no fault of Seller, and does not take delivery within five (5) days of the scheduled date: (i) Purchaser agrees to immediately pay to Seller the positive amount, if any, resulting from the price for the Product set forth in the Agreement minus the then current market price for the Product for the undelivered quantity of Product; and (ii) Seller agrees to immediately pay to Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the price for the Product set forth in this Agreement for the undelivered quantity of Product. If Seller fails to make a scheduled delivery of any portion of the Product to Purchaser during the Delivery Period, through no fault of Purchaser, and does not make delivery within five (5) days of the scheduled date, Seller agrees to immediately pay Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the price for the Product set forth in this Agreement for the undelivered quantity of Product.

2B. **ACCOUNT RECONCILIATION.** No later than 60 days after the date of the last delivery under this Agreement, Seller shall provide Purchaser with an account reconciliation showing the number of contracted gallons (as reflected in the Schedule) that Purchaser has not lifted or Seller has not delivered, if any, that have not been accounted and paid for as set forth in Section 2A. Any unused or undelivered contracted gallons will be billed to Purchaser if there is a loss, and credited to Purchaser if there is a gain, as determined using then current market prices. Upon request, Seller shall provide to Purchaser documentation supporting the calculation of any amounts to be credited or paid under Section 2A or this Section 2B.

3. **PAYMENT TERMS.** All invoices are payable 45 days from date of delivery of the Product. Payment may be made by check, warrant or electronically using a method agreed to by the Parties. All undisputed amounts not paid by the 46th day after the date of delivery of the Product shall bear interest at the rate provided for in Section 2251.025 of the Texas Government Code and shall be payable with all costs of collection, including, without limitation, Seller’s attorneys’ fees. If Purchaser disputes an invoice, it shall pay the undisputed portion and shall provide Seller with an explanation of the dispute. Upon resolution of the dispute, any amount subsequently found to be owed to Seller shall be paid by Purchaser with interest at the rate provided for in Section 2251.025 within five (5) business days of resolution of the dispute.

4. **DEFAULT AND REMEDIES.** For purposes of this Agreement, a default by a Party means (i) the making of any materially false or inaccurate representation in this Agreement which the Party does not cure after at least ten (10) business days written notice; (ii) the failure to materially observe or comply with any provision or covenant in this Agreement which the Party does not cure after at least ten (10) business days written notice; or (iii) a repeated

Purchaser’s Initials _____

Seller’s Initials _____

failure (defined to be 4 or more times) to make or accept a scheduled delivery of the Product. In the event of a Party's default, the non-defaulting Party may terminate this Agreement by providing at least ten (10) days written notice of its intent to terminate and may seek all legal and equitable remedies permitted by law including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code as modified hereby. The non-defaulting Party may also seek its attorneys' fees, costs and expenses incurred in connection with the other Party's default. In addition, in the event any undisputed invoice is not paid when due, Seller, at its option, may suspend or condition further delivery of the Product, provided that Seller gives Purchaser written notice advising that Seller has not received payment and intends to suspend or condition further delivery as a result of such nonpayment, and Seller fails to pay the amount due on or before the ninth (9th) day after such notice is given, in which event all undisputed and past due balances shall become immediately due and payable. Each Party shall have the obligation to take commercially reasonable action to mitigate its damages. Upon the occurrence of any default, the non-defaulting Party may set off against the indebtedness any amounts owing by the non-defaulting Party to the defaulting Party, whether or not those amounts are immediately payable. Upon an event of default by Purchaser, Seller shall have the right to require Purchaser to make available the Product, the right to take possession of the Product with or without demand and with or without process of law, and the right to sell and dispose of the Product. The Parties agree that neither the TASB Energy Cooperative nor its administrator, the Texas Association of School Boards, Inc., shall in any way be liable to either Party for a Party's default, performance or nonperformance under this Agreement.

5. **SELECTION OF PRODUCTS.** Determination of the suitability of any Product for the contemplated use is the sole responsibility of Purchaser and no liability shall be imposed upon Seller in connection therewith. Purchaser agrees to assume all risk and liability for, and, to the extent permitted by law, indemnify and hold Seller harmless against, any and all loss, damage, or injury to persons or property, of Purchaser or others, arising out of the ownership, use, custody, control, or disposition of the Product by Purchaser, Purchaser's agents or employees, or by any third parties under Purchaser's control.

6. **RISK OF LOSS AND TITLE.** Risk of loss and title to products shall remain with Seller until Purchaser receives physical possession of the Product.

7. **DISCLAIMER OF WARRANTIES.** Seller warrants that the Product delivered to Purchaser will conform to the description on the first page of this Agreement (and related specifications). This is Seller's sole warranty regarding the quality of the Product. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY ITEMS PURCHASED OR SERVICES SUPPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND SPECIFICALLY EXCLUDED.**

8. **LIMITATION OF LIABILITY. UNLESS AN EXPRESS REMEDY IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF EACH PARTY TO THE OTHER PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OR LIABILITY ARISING FROM USE OF THE PRODUCT BY PURCHASER, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.** Further, to the extent permitted by law, neither Party shall be liable to the other Party for damages, whether arising from performance of obligations under this Agreement, tort (including negligence), or otherwise for loss of anticipated profits, loss by reasons of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental, or consequential loss or damage.

9. **DEFECTS.** Purchaser shall, within thirty (30) days after delivery of the Product, notify Seller of any alleged defect in the Product, or the failure of the Product to conform to any specifications. If, following such Notice, Seller and Purchaser agree that there exists such a defect or failure to conform due to the fault of Seller, then, at Seller's option, (i) the defective Product shall be returned, at Seller's expense, to Seller, properly safeguarded against normal transit hazards as Seller may require, for replacement by Seller, or (ii) Purchaser and Seller shall negotiate an agreed amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Purchaser's failure to notify Seller of any such claimed defect or failure to conform within the thirty (30) day period shall constitute Purchaser's complete waiver of any such claim with respect to defects or nonconformance, and Purchaser's release and covenant not to sue Seller with respect to such claim.

Purchaser's Initials _____

Seller's Initials _____

10. **JURY TRIAL.** Each Party waives trial by jury as to any dispute, claim or cause of action arising under or relating to this Agreement.

11. **ACCEPTANCE.** Acceptance of delivery of the Product shall constitute irrefutable evidence of Purchaser's agreement to the terms and conditions contained in this Agreement.

12. **AUTHORITY.** No agent, employee, or representative of Seller or Purchaser has any authority to bind either Party to any affirmation, representation, or warranty concerning the Product or this Agreement unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing in these terms and conditions or as an amendment thereto.

13. **NOTICE.** Any notice, designation, consent, delivery, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement ("Notice" or in the verb form "Notify") shall be in writing. Any action required under this Agreement that is a term within the definition of "Notice" also shall be in writing. All notices required in this Agreement shall be deemed effective if made in writing and delivered to the recipient's address listed on the first page of this Agreement by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, (iii) first class or express mail, postage prepaid, or (iv) overnight courier service. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand, on the third business day after mailing if mailed by first class, registered, or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. Refusal by a party to accept a Notice shall not affect the giving of the Notice.

14. **INTERPRETATION, MODIFICATION AND ADDITIONAL TERMS.** Seller and Purchaser as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement intend the terms and conditions contained in this Agreement. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meaning of these terms and conditions, even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection. These terms and conditions can be modified or rescinded only by a writing signed by duly authorized agents of both Seller and Purchaser. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Party's purchase order, acknowledgement form, confirmation, or other document issued by a Party which conflict with these terms and conditions or increase either Party's obligations hereunder, are rejected and shall not be binding upon the Parties unless specifically identified and accepted in writing by a duly authorized agent of both Parties.

15. **DELEGATIONS AND ASSIGNMENT.** No delegation of any obligation owed by a Party, or of the performance of any obligation by a Party, shall be made without the written consent of the other Party. A Party may not assign its rights and obligations under this Agreement without the other Party's written consent, which shall not be unreasonably withheld. Any delegation or assignment without the other Party's written consent is void.

16. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

17. **TAXES.** Purchaser represents that it is a local governmental entity that is exempt from sales, excise and usage taxes. Purchaser shall pay all federal, state, or local taxes or charges relating to the sale, delivery, or use of the Product from which it is not exempt. Purchaser shall be responsible for all taxes whether existing at the time of execution of this Agreement or subsequently imposed. In instances where Purchaser asserts exempt status from such taxes, Seller is under no obligation to verify such status and Purchaser shall indemnify Seller pursuant to paragraph 8 in the event that it is determined that Purchaser is or was not exempt from such taxes.

18. **APPLICABLE LAW AND VENUE.** This Agreement and the relationship between the Parties shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Texas. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the Texas or Federal courts having subject matter jurisdiction and located in the county of Purchaser.

Purchaser's Initials _____

Seller's Initials _____

19. **RESPONSIBILITY TO WARN AND REPORT.** At and after title passes to Purchaser, Purchaser assumes all responsibility for warning Purchaser's personnel and any third parties on the premises of all hazards to persons and property. Purchaser also assumes the responsibility to warn and protect Purchaser's employees and others exposed to the hazards posed by Purchaser's storage and use of the Product. It is the responsibility of both Parties to comply with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11049 (EPCRA, also known as Title 111 of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 111)) resulting from the presence of the chemicals supplied under this Agreement.

20. **FORCE MAJEURE.** If, by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule, or regulation affecting all companies similar to Seller, either Party ("Claiming Party"), without negligence and upon exercise of due diligence, is prevented from complying with any obligation, covenant, or condition in this Agreement, then, while so prevented, the condition shall be suspended or the obligation or covenant shall be extended, the Claiming Party shall be relieved of the obligation to comply with such obligation or covenant, and the Claiming Party shall not be liable for damages for failure to so comply.

21. MISCELLANEOUS.

21.1 **Binding Agreement.** Subject to Section 15, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns.

21.2 **Invalid Provision/Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

21.3 **Amendments.** No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the Parties.

21.4 **Attorneys' Fees.** In the event of any litigation regarding the construction, enforcement, or validity of this Agreement, in addition to any other relief, the prevailing Party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.

21.5 **Rule of Construction.** The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

21.6 **Headings.** The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.

21.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

21.8 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.

22.9 **Time of Essence.** Time is of the essence in this Agreement. The Parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.

21.10 **Computation of Time.** In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

21.11 **Authority to Sign.** Each person signing this Agreement in a representative capacity on behalf of a Party warrants and represents to each other Party that (i) he has the actual authority and power to so sign, and to bind his

Purchaser's Initials _____

Seller's Initials _____



principal to the provisions of this Agreement, and (ii) all entity action necessary for the making of this Agreement has been duly taken. Either Party represents and warrants to the other Party that it has complied with all rules, regulations and laws relating to its authority to execute and perform the obligations under this Agreement.

21.12 **Execution By Facsimile.** The Parties agree that they may transmit this Agreement for execution by electronic facsimile transmission. The Parties intend that facsimile or imaged signatures on this Agreement shall be deemed an original and be binding on them. However, if a Notice is transmitted by facsimile, the Notice shall not be deemed given in accordance with paragraph 13.

21.13 **Non-Appropriation.** Seller acknowledges that Purchaser is a governmental entity and that Purchaser's ability to perform its obligations under this Agreement is dependent upon the appropriation of public funds. The Parties agree that if the delivery period specified by Purchaser extends beyond Purchaser's then current fiscal year into its following fiscal year and (i) Purchaser does not appropriate sufficient funds for Purchaser's fiscal year that follows the initial fiscal year to continue the purchase of the total quantity of Product covered by this Agreement, and (ii) otherwise has no legally available funds for the purchase of the Product, this Agreement will terminate. Purchaser shall not be obligated to make contract payments beyond the amounts appropriated. However, if any funds are appropriated for Product costs, such funds shall be applied first to the cost of Product to be provided pursuant to this Agreement and any such funds shall not be used to pay for Product from any other vendor. Purchaser agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date under this Section, Seller shall have no further duty to supply Product to Purchaser.

21.14 **Support.** Seller shall maintain a telephone contact for customer service support for Purchaser. Purchaser may call 1-800-348-3605 for customer support and Seller shall notify Purchaser of any new customer support telephone number.

21.15. **Survival.** Expiration of this Agreement or termination by either party shall not affect the rights and obligations of the parties that accrued prior to expiration or the effective date of the termination. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.

Lamar CISD

Purchaser

Julie Thompson, President, Board of Trustees

By (Name/Title – please print)

Authorized Signature
(Signer authorized to bind Purchaser to this Agreement)

April 15, 2014

Date

Seller

Account Executive's Signature

Approved by Corporate Officer

Date

Purchaser's Initials _____
Seller's Initials _____

Exhibit A RATABLE SCHEDULE

Delivery Month	Unleaded Gasoline (Gallons)	Ultra Low Sulfur Diesel (Gallons)
May 2014		
June 2014		
July 2014		
August 2014		
September 2014		
October 2014		
November 2014		
December 2014		
January 2015		
February 2015		
March 2015		
April 2015		
May 2015		
June 2015		
July 2015		
August 2015		
September 2015		
October 2015		

Purchaser's Initials _____

Seller's Initials _____

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

RECOMMENDATION:

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

IMPACT/RATIONAL:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

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

2/28/14

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

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Keschia Jones
Maria Marrero

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: 2013-2014 SUMMER SCHOOL

Each summer, Lamar CISD provides identified students with opportunities to attend a summer academic program.

Summer School students in pre-kindergarten, kindergarten, fifth and eighth grade who qualify, will receive instruction designed to improve Reading/Language Arts and Math proficiency.

Bilingual/ESL students advancing from pre-kindergarten to kindergarten and from kindergarten to first grade will be offered a program to address the affective, linguistic, and cognitive needs of English Language Learners. The instructional program will focus on language development and essential knowledge and skills appropriate to the level of the student.

Students in fifth and eighth grades who did not meet Level II standards on the Reading and/or Math STAAR test will receive intensive accelerated reading and/or math instruction. These students will take the STAAR Reading and/or Math assessment (third administration) as a part of Summer School.

Credit Recovery for students in grades 9-12, along with a selected number of courses offered for initial credit will be provided. Students needing to recover credits in the four core curriculum, or those who wish to work toward initial credit in Government and Economics, Health, Professional Communications, and Math Models and Applications will be part of the High School Summer School.

Special Education students who meet eligibility criteria at a grade level will be included in the programs described above. Special Education students who are expected to regress over the summer months will be provided extended school year (ESY) specified on an individual basis by the ARD/IEP Committee.

Funding for Summer School will come from a variety of sources including State Compensatory Education (SCE), Local Budget, Bilingual/ESL, and Special Education.

Resource Persons: Laura Lyons, Executive Director of Elementary Education
Dr. Walter Bevers, Executive Director of Secondary Education

Lamar CISD

ELEMENTARY EXTENDED YEAR INFORMATION

2013-2014

PURPOSE To provide supplemental academic support to Bilingual and ESL students in grades PK and K and to 5th grade students that have not passed the second administration of the Reading and/or Math STAAR test.

LOCATION Smith Elementary

LENGTH 18 regular instruction days (Monday – Friday)
First day-Monday, June 9, 2014 – Last day-Wednesday, July 2, 2014

Registration: April 14, 2014 – May 6, 2014

SCHEDULE Student Schedule: 7:30 a.m. – 2:30 p.m.

Teacher schedule: 7:15 a.m. – 2:45 p.m. will include duty as assigned by principal.

PERSONNEL Teachers will be assigned as registration indicates, at an average ratio of 16:1 students per class. Additional staff includes: administrator, parent educators, secretary, data clerk, nurse, social worker. Prior to school, teachers will have staff development and preparation time.

COURSE Program will consist of language development and content enrichment activities for Bilingual and ESL Prekindergarten and Kindergarten students. Intensive literacy and vocabulary instruction will be incorporated into lessons and experiences students will be provided each day. For students that failed either the Grade STAAR Reading and/or Math tests will be provided with intensive instruction based on the results of their second administration in order to prepare them for the third administration of the test on June 24 and June 25.

PROMOTION STANDARD Attendance at summer school does not guarantee promotion to the next grade.

TUITION PER COURSE None.

TRANSPORTATION From home campus to summer school and from summer school to home campus.

PROGRAM EVALUATION Success of extended year will be assessed per guidelines to determine program effectiveness.

<u>STAFF</u>	Classroom Teachers	1 Nurse
	1 Administrator	1 Social Worker
	1 Secretary	1 Counselor
	1 Data Clerk	Project LEARN Staff
	1 Resource/CMC Teacher	Special Ed Staff

FUNDING SOURCE State Compensatory Education Funds/Local Budget, B/ESL.



2014 STUDENT SUCCESS INITIATIVE - 8th Grade

PURPOSE	To provide a quality program of intensive, accelerated instruction to students in grade eight who did not meet the passing standard on the first or second administration of STAAR Reading and/or Math assessments.
LOCATION	George Jr. High 4601 Airport Road, Rosenberg, Texas 77471
DATES & TIMES	June 9 – June 25, 2014 (Monday-Friday) Classes will be held from 8:00 a.m. to 12:30 p.m. Lunch: 10:00 am – 10:30 am <i>Price of meal: \$1.90 (Reduced .40 cents or free for students who qualify for free/reduced meals). Students without money on account will not be allowed to charge meals.</i>
REGISTRATION	May 19 – June 5, 2014 Student will be pre-registered by counselor. Parent will receive a pre-registration form if student is required to attend program.
TUITION PER COURSE	In-District (LCISD): None
COURSES	Eighth grade Student Success Initiative (SSI) students will receive targeted intensive instruction in reading, math, or both as appropriate.
TRANSPORTATION	Transportation will be provided from designated locations within the school district's boundaries.
PROGRAM EVALUATION	Student progress will be measured as indicated on the STAAR assessment, per State Compensatory Education (SCE) guidelines, to determine effectiveness. Promotion/retention will be determined by the home-campus administrator.
PERSONNEL	Teachers will be assigned as registration needs indicate. Additional days may be added to individual's work assignments as needed to provide a quality program for the students of Lamar CISD.
FUNDING RESOURCE	State Compensatory Education Funds//Local Budget

**LAMAR CISD
2014 HIGH SCHOOL SUMMER SCHOOL PROGRAM**

DRAFT
4-7-14

June 10, 2014 – July 3, 2014 (Monday-Friday)
Location: Terry High School, 5500 Avenue N, Rosenberg, Texas 77471

REGISTRATION	SCHEDULE
<p>Pre-Registration at Home School: May 1 – May 30 8:00 am – 12:00 pm & 1:00 pm – 3:00 pm</p> <p>Late Registration at Terry High School: Friday, June 6th: 8:00 am – 12:00 pm & 1:00 pm – 5:00 pm Saturday, June 7th: 8:00 am – 12:00 pm</p> <p><u>No Registration accepted after NOON on June 7 – No Exceptions!</u></p>	<p style="text-align: center;"><i>Breakfast will be available for purchase before Session A Price of meal: \$1.10 (Reduced .30 cents or free for students who qualify for free/reduced meals)</i></p> <p style="text-align: center;">Session A 8:00 am - 11:30 am <i>Snacks will be available for purchase during a break in Session A.</i></p> <p style="text-align: center;">Lunch 11:30 am - 12:00 pm <i>Price of meal: \$1.90 (Reduced .40 cents or free for students who qualify for free/reduced meals)</i></p> <p style="text-align: center;">Session B 12:00 pm - 3:30 pm <i>Snacks will be available for purchase during a break in Session B. Students without money on account will not be allowed to charge meals.</i></p>
TUITION	TRANSPORTATION
<p>LCISD Student: <u>Credit Restoration</u>: \$250.00 per session <i>Students who qualify for Free/Reduced lunch: \$150.00 per session</i></p> <p>LCISD Student: <u>Initial Credit</u>: \$250.00 per session</p> <p>LCISD Student: <u>MMA & Alg. I</u>: \$50.00 per session</p> <p>Non-LCISD Student: \$300.00 per session</p> <p><u>Tuition must be paid in full at time of registration.</u> <u>No partial payments accepted. No Refunds after 1st day of Summer School.</u></p>	<p>Transportation will be provided to and from school from designated locations within the school district's Boundaries. Contact your school for locations. The bus will arrive at school at 7:30 a.m. and depart at 3:30 p.m.</p>
COURSE OFFERINGS	
<p>Below is a list of courses offered during Summer School. Courses marked with an asterisk (*) are available for initial credit as well as credit restoration. In order for a class to make, at least 18 students must enroll. Priority will be given to courses for students in grades 11 and 12.</p>	
<p><u>Regular Classroom Instructional Setting Courses</u></p> <ul style="list-style-type: none"> English I-III (a) & (b) Algebra I (a) & (b) *Math Models (a) & (b) *Government *Economics *Health *Speech *Art 	<p><u>Computer Lab Setting Courses</u></p> <ul style="list-style-type: none"> English IV (a) & (b) – Seniors only World Geography (a) & (b) World History (a) & (b) U.S. History (a) & (b) Int. Phys & Chem. (a) & (b) Biology I (a) & (b) Chemistry I (a) & (b) Algebra II (a) & (b) Geometry (a) & (b)

*Dress for the summer is the same as the regular school year; there are no exceptions. Any student who disrupts the learning environment during summer school will be dropped from the program, and all paid fees will be forfeited. Because of the short session, it is imperative that students attend every day of their session(s). Students must be present for more than 90% of the time. **If your child is absent more than one day, he/she will be removed from the program without a refund of tuition, and no credit will be given.***

STUDENT EVALUATION

All students will be given weekly grades according to their academic progress for each course. In addition, students must attend 90% of the session days.

PROGRAM EVALUATION

Student progress will be measured, per State Compensatory Education (SCE) guidelines, to determine effectiveness.

PERSONNEL

Teachers will be assigned as registration needs indicate. Additional days may be added to individual's work assignments as needed to provide a quality program for the students of Lamar CISD. Teachers will have an additional day for staff development, preparation, and student evaluation.

FUNDING RESOURCE

Tuition/Local Budget/State Comp. Ed.

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MARCH 31, 2014)**

- Exhibit "A" gives the LCISD collections made during the month of March 31, 2014.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through March 31, 2014, Lamar had collected 97.0% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
March 2014**

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
13	\$ 2,261,704.01	\$ 148,041.83	\$ 5,311.56	\$ 2,415,057.40	\$ 1,692,230.53	\$ 116,077.80	\$ 569,473.48	\$ 37,275.59
12	\$ 45,519.86	\$ 15,236.21	\$ 14,558.66	\$ 75,314.73	\$ 34,058.32	\$ 25,958.56	\$ 11,461.54	\$ 3,836.31
11	\$ 30,745.12	\$ 8,874.31	\$ 5,469.33	\$ 45,088.76	\$ 22,561.40	\$ 11,981.54	\$ 8,183.72	\$ 2,362.10
10	\$ 11,834.47	\$ 4,165.40	\$ 2,215.65	\$ 18,215.52	\$ 8,846.69	\$ 5,329.42	\$ 2,987.78	\$ 1,051.63
09	\$ 7,387.09	\$ 2,807.98	\$ 1,532.69	\$ 11,727.76	\$ 5,830.66	\$ 3,753.83	\$ 1,556.43	\$ 586.84
08	\$ 3,663.89	\$ 1,118.81	\$ 473.27	\$ 5,255.97	\$ 2,907.18	\$ 1,370.91	\$ 756.71	\$ 221.17
07	\$ 1,049.46	\$ 466.76	\$ 371.29	\$ 1,887.51	\$ 820.07	\$ 739.92	\$ 229.39	\$ 98.13
06	\$ 707.64	\$ 673.93	\$ 275.39	\$ 1,656.96	\$ 608.57	\$ 854.96	\$ 99.07	\$ 94.36
05	\$ 1,386.28	\$ 1,355.26	\$ 384.97	\$ 3,126.51	\$ 1,224.69	\$ 1,582.24	\$ 161.59	\$ 157.99
04	\$ 367.30	\$ 442.94	\$ 161.00	\$ 971.24	\$ 324.32	\$ 552.13	\$ 42.98	\$ 51.81
03	\$ 12.19	\$ 6.79	\$ 2.43	\$ 21.41	\$ 10.65	\$ 8.14	\$ 1.54	\$ 1.08
02	\$ 328.40	\$ 462.29	\$ 117.62	\$ 908.31	\$ 296.37	\$ 534.85	\$ 32.03	\$ 45.06
01	\$ 327.97	\$ 500.22	\$ 123.55	\$ 951.74	\$ 301.74	\$ 584.07	\$ 26.23	\$ 39.70
00	\$ 76.23	\$ 128.98	\$ 30.79	\$ 236.00	\$ 72.72	\$ 153.83	\$ 3.51	\$ 5.94
99	\$ 4.50	\$ 7.88	\$ 1.86	\$ 14.24	\$ 4.50	\$ 9.74	\$ -	\$ -
98	\$ 136.39	\$ 243.35	\$ 50.59	\$ 430.33	\$ 126.09	\$ 275.57	\$ 10.30	\$ 18.37
97	\$ 98.69	\$ 203.26	\$ 45.29	\$ 347.24	\$ 91.24	\$ 233.21	\$ 7.45	\$ 15.34
96	\$ 35.66	\$ 76.30	\$ 16.79	\$ 128.75	\$ 32.38	\$ 86.06	\$ 3.28	\$ 7.03
95	\$ 25.63	\$ 57.92	\$ 12.53	\$ 96.08	\$ 24.26	\$ 67.35	\$ 1.37	\$ 3.10
94				\$ -				
93				\$ -				
92				\$ -				
91				\$ -				
90				\$ -				
89 & prior				\$ -				
Totals	\$ 2,365,410.78	\$ 184,870.42	\$ 31,155.26	\$ 2,581,436.46	\$ 1,770,372.38	\$ 170,154.13	\$ 595,038.40	\$ 45,871.55

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 3-31-14
13	\$ 142,546,725.94	\$ 6,830,436.92	\$ 149,377,162.86	\$ 144,948,810.18	\$ 301,238.17	\$ 8,066.40	\$ 145,258,114.75	\$ 4,428,352.68
12	\$ 1,236,663.96	\$ (43,354.50)	\$ 1,193,309.46	\$ 569,163.20	\$ 126,301.72	\$ 137,917.42	\$ 833,382.34	\$ 624,146.26
11	\$ 546,327.21	\$ 58,013.09	\$ 604,340.30	\$ 215,876.85	\$ 44,537.86	\$ 31,740.58	\$ 292,155.29	\$ 388,463.45
10	\$ 396,600.60	\$ 61,539.36	\$ 458,139.96	\$ 145,368.98	\$ 28,082.22	\$ 15,177.64	\$ 188,628.84	\$ 312,770.98
09	\$ 326,256.10	\$ 60,684.90	\$ 386,941.00	\$ 135,957.24	\$ 27,181.58	\$ 12,728.14	\$ 175,866.96	\$ 250,983.76
08	\$ 259,568.71	\$ 52,717.99	\$ 312,286.70	\$ 100,139.14	\$ 15,443.43	\$ 4,785.87	\$ 120,368.44	\$ 212,147.56
07	\$ 245,848.11	\$ 9,266.96	\$ 255,115.07	\$ 38,187.61	\$ 12,629.05	\$ 2,866.30	\$ 53,682.96	\$ 216,927.46
06	\$ 178,805.61	\$ (5,569.57)	\$ 173,236.04	\$ 28,486.49	\$ 20,094.88	\$ 6,411.41	\$ 54,992.78	\$ 144,749.55
05	\$ 191,664.56	\$ (967.67)	\$ 190,696.89	\$ 17,483.12	\$ 13,874.25	\$ 3,393.98	\$ 34,751.35	\$ 173,213.77
04	\$ 115,403.37	\$ (495.41)	\$ 114,907.96	\$ 7,037.77	\$ 7,050.55	\$ 2,505.70	\$ 16,594.02	\$ 107,870.19
03	\$ 61,574.39	\$ (1,222.28)	\$ 60,352.11	\$ 3,321.16	\$ 4,035.04	\$ 818.85	\$ 8,175.05	\$ 57,030.95
02	\$ 45,766.37	\$ (853.70)	\$ 44,912.67	\$ 4,405.98	\$ 5,743.04	\$ 1,393.17	\$ 11,542.19	\$ 40,506.69
01	\$ 39,476.19	\$ (694.61)	\$ 38,781.58	\$ 2,486.45	\$ 3,700.31	\$ 856.48	\$ 7,043.24	\$ 36,295.13
00	\$ 33,046.85	\$ (563.46)	\$ 32,483.39	\$ 1,716.29	\$ 2,708.95	\$ 637.75	\$ 5,062.99	\$ 30,767.10
99	\$ 35,999.90	\$ (449.15)	\$ 35,550.75	\$ 1,740.23	\$ 2,988.18	\$ 690.99	\$ 5,419.40	\$ 33,810.52
98	\$ 27,275.17	\$ (316.41)	\$ 26,958.76	\$ 1,990.61	\$ 3,583.58	\$ 815.36	\$ 6,389.55	\$ 24,968.15
97	\$ 23,982.78	\$ (401.36)	\$ 23,581.42	\$ 2,037.58	\$ 3,890.82	\$ 867.80	\$ 6,796.20	\$ 21,543.84
96	\$ 25,664.08	\$ (400.60)	\$ 25,263.48	\$ 2,567.53	\$ 5,142.21	\$ 1,109.20	\$ 8,818.94	\$ 22,695.95
95	\$ 25,336.11	\$ (216.95)	\$ 25,119.16	\$ 1,778.89	\$ 3,666.99	\$ 781.34	\$ 6,227.22	\$ 23,340.27
94	\$ 19,128.12	\$ (229.66)	\$ 18,898.46	\$ 1,753.59	\$ 3,736.82	\$ 788.30	\$ 6,278.71	\$ 17,144.87
93	\$ 11,038.63	\$ (91.70)	\$ 10,946.93	\$ 743.52	\$ 1,837.95	\$ 387.22	\$ 2,968.69	\$ 10,203.41
92	\$ 7,811.68	\$ (212.57)	\$ 7,599.11	\$ 612.67	\$ 1,588.37	\$ 330.15	\$ 2,531.19	\$ 6,986.44
91 & prior	\$ 17,743.56	\$ -	\$ 17,743.56	\$ 688.02	\$ 2,031.39	\$ 407.89	\$ 3,127.30	\$ 17,055.54
Totals	\$146,417,708.00	\$7,016,619.62	\$153,434,327.62	\$ 146,232,353.10	\$641,087.36	\$235,477.94	\$147,108,918.40	\$7,201,974.52

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

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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2013-14 TAX COLLECTIONS
AS OF MARCH 31, 2014**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3-31-14	% OF BUDGET COLLECTED
2013	2013-14	\$145,701,377	\$144,948,810	99.48%
2012 & Prior	2012-13 & Prior	\$2,150,000	\$1,283,543	59.70%
TOTAL		\$147,851,377	\$146,232,353	98.90%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MARCH 31, 2014**

SCHOOL YEAR TAX YEAR	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013
COLLECTION YEAR						
1 Orig. Levy	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726
1 Collections	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	140,561,034	144,948,810
Adj. To Roll	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,830,437
2 Collections	\$ 1,484,532	\$ 1,349,141	1,050,557	915,762	569,163	
Adj. To Roll	\$ (65,264)	\$ (117,676)	53,764	(64,337)	(43,355)	
3 Collections	\$ 248,471	\$ 368,541	329,317	215,877		
Adj. To Roll	\$ 96	\$ 67,079	13,438	58,013		
4 Collections	\$ 223,830	177,479	145,369			
Adj. To Roll	\$ 102,644	(27,690)	61,539			
5 Collections	129,732	\$ 135,957				
Adj. To Roll	28,960	\$ 60,685				
6 Collections	\$ 100,139					
Adj. To Roll	\$ 52,718					
TOTAL:						
COLLECTIONS	\$ 125,358,156	\$ 130,185,534	\$ 133,611,262	\$ 137,249,346	\$ 141,130,197	\$ 144,948,810
ADJUSTED TAX ROLL	\$ 125,570,303	\$ 130,436,519	\$ 133,924,032	\$ 137,637,809	\$ 141,754,344	\$ 149,377,163
BALANCE TO BE COLLECTED	\$ 212,147	\$ 250,984	\$ 312,769	\$ 388,463	\$ 624,146	\$ 4,428,353
ADJ. TAXABLE VALUE	\$ 9,676,746,638	\$ 10,051,748,827	\$ 9,814,519,935	\$ 9,901,644,461	\$ 10,197,787,399	\$ 10,746,171,926
TOTAL % COLLECTIONS AS OF MARCH 31, 2014	99.8%	99.8%	99.8%	99.7%	99.6%	97.0%
TAX RATE	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

A-Rocket Moving & Storage (Bowie Elementary)	Application #1	\$ 665.00
Bass Construction (Lamar HS Baseball/Softball Complex)	Application #9	\$ 690,919.65
Bass Construction (Lamar HS Baseball/Softball Complex)	Application #10	\$ 63,304.01
Engineered Air Balance (Lamar HS Baseball/Softball Complex)	Application #1	\$ 6,120.00
Environmental Solutions (ALC)	Application #1	\$ 1,005.00
Environmental Solutions (Austin Elementary)	Application #1	\$ 180.00
Environmental Solutions (Beasley Elementary)	Application #1	\$ 180.00
Environmental Solutions (CTE-Foster HS)	Application #1	\$ 180.00
Environmental Solutions (Lamar JH)	Application #1	\$ 675.00
Environmental Solutions (Travis Elementary)	Application #1	\$ 495.00
Gamma Construction (Natatorium #2)	Application #1	\$ 721,696.00
Gamma Construction (Natatorium #2)	Application #2	\$ 557,916.00
Gilbane (2011 Bond Program)	Application #23	\$ 236,170.00
PBK Architects (Adolphus Elementary)	Application #18	\$ 180.29

PBK Architects (Arredondo Elementary)	Application #1	\$ 42,540.00
PBK Architects (Arredondo Elementary)	Application #2	\$ 170,160.00
PBK Architects (Polly Ryon Middle)	Application #18	\$ 354.01
PBK Architects (Traylor Stadium)	Application #12	\$ 11,250.00
Terracon (Lamar HS Baseball/Softball Complex)	Application #10	\$ 6,365.00
Terracon (Lamar HS Baseball/Softball Complex)	Application #11	\$ 110.00
Terracon (Natatorium #2)	Application #2	\$ 11,648.00
Terracon (Natatorium #2)	Application #3	\$ 7,900.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 – MAINTENANCE & OPERATIONS

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

Work Request Summary for March 2014:

- The Department completed 1,129 requests with 38 new requests
- 37 were closed

Maintenance:

The Maintenance Department assisted by:

- Repairing the door to the press box for the baseball field at Terry High
- Re-gluing tiles in a restroom across from the gym at Adolphus Elementary
- Installing a new side and letter strips on the marquee at Jackson Elementary
- Hanging award plaques on the walls in Natatorium office
- Repairing the speed bump in front of the school at Foster High
- Re-gluing the carpet lining in a classroom at Pink Elementary
- Repainting yellow directional arrows in the parking lot at George Ranch High
- Replacing the skirting on the portables at Hubenak Elementary
- Installing FRP on both walls going to the portables at Taylor Ray Elementary
- Repainting the upstairs walls by the library at Terry High
- Repairing the computer trays in areas #9, #18, and #16 in the computer lab at Jackson Elementary
- Floating the uneven areas of the sidewalk at Austin Elementary
- Installing two soap dispensers at Reading Junior High
- Rehanging two mirrors in a restroom by the cafeteria at Reading Junior High
- Repairing broken floor tiles in the kitchen area at Smith Elementary
- Replacing a drain pipe on steamer in the kitchen at Lamar High
- Replacing broken sink faucet in the kitchen at Campbell Elementary
- Resetting the security lighting time clocks at all campuses
- Adding electrical power for new equipment in the kitchen at Bowie Elementary
- Replacing a clock at Lamar High
- Resetting the time for the intercom system bells at all campuses
- Adding rope gates to diving boards at Natatorium
- Replacing the fire alarm system batteries at Terry High
- Repairing the basketball goal winches at Briscoe Junior High
- Responding to an after-hours call to secure broken window glass at McNeill Elementary
- Installing a new diffuser in the light fixture by room 116 at Brazos Crossing
- Repainting the entrance walls by the dressing rooms at George Junior High

- Replacing the bulbs and ballasts in the light fixtures in the gym at Velasquez Elementary
- Painting a white line for the bus ramp at Velasquez Elementary
- Repainting the fire lane in front of the school at Velasquez Elementary
- Cleaning the gutters in the courtyard area at Smith Elementary
- Replacing the batteries in all exit signs in the portable buildings at Hubenak Elementary
- Repainting the light blue wall across from B-Pod at Meyer Elementary
- Painting all light pole bases in the parking lot at Meyer Elementary
- Replacing the Elevator Inspection Certificate at various locations throughout the district
- Disassembling the risers and putting them in storage at Travis Elementary
- Installing a new clock in the gym at Taylor Ray Elementary
- Hanging eight pictures on the wall in the Board Room at Brazos Crossing
- Unstopping a sewer drain in the kitchen at Lamar High
- Repairing the kitchen equipment exhaust hood fan at Foster High
- Repairing a winch on a basketball goal at Lamar High
- Replacing a classroom clock at George Ranch High
- Replacing a hallway clock at Hubenak Elementary
- Replacing a battery back up at McNeill Elementary
- Replacing a fire sprinkler head escutcheon at Terry High
- Repairing a window at Lamar High
- Replacing a leaking water pipe in the culinary arts kitchen at Foster High
- Unclogging a disposal drain in the kitchen at George Ranch High
- Repairing an exhaust hood fan in the kitchen at Terry High
- Repairing the intercom system at Hutchison Elementary
- Replacing the batteries in a hallway clock at McNeill Elementary
- Replacing a broken door jamb hinge mount plate at Wessendorff Middle
- Repairing the security system at Pink Elementary
- Resetting the fire alarm system magnetic doors at Lamar High
- Caulking around the windows at Jackson Elementary
- Caulking and painting cracks in a classroom wall at Foster High
- Insulating a pipe in a workroom at George Ranch High
- Hanging a bulletin board in the lounge at George Ranch High
- Cleaning the ice machine in the trainer's room at Reading Junior High
- Replacing the bulbs outside by the portables at Beasley Elementary
- Remounting a light fixture outside of the Natatorium
- Repainting the fire lane at Thomas Elementary
- Replacing a broken latch in a restroom at the Transportation Center
- Replacing ballasts and emergency ballast in light fixtures in the weight room at Terry High
- Installing a new pencil sharpener in a classroom at Campbell Elementary
- Replacing a bleacher board in the gym at Terry High

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Scheduling Gillen Pest Control services district-wide
- Providing rodent control at Williams, George Ranch High, Seguin, Navarro Middle, Meyer, Lamar Junior High, and ALC
- Providing ant control at Dickinson and Campbell
- Removing a bat from Beasley, Meyer, and Jane Long
- Delivering chairs to Powell Point
- Delivering tables to Navarro Middle
- Preparing the soccer fields for games at all high schools
- Mowing the rye grass on all fields
- Setting up for track meets at all high schools
- Re-hanging wind screens at Briscoe Junior High and George Ranch High
- Removing blocks where the portables were sitting at Pink Elementary
- Assembling a new batting cage at Lamar High Baseball Field
- Picking up tables in the cafeteria for winter guard practice at Terry High
- Delivering tables for a program at Meyer Elementary
- Mowing on Saturdays at Brazos Crossing and the islands at Foster High
- Delivering tables and chairs to Foster High and Briscoe Junior High for testing
- Delivering tables for a carnival at Pink Elementary
- Delivering tables for a carnival at Hubenak Elementary
- Cleaning the grounds area where a portable was removed at Alternative Learning Center
- Opening the school for church services at Terry High
- Removing file cabinet from room 211 at Seguin Early Childhood Development Center
- Delivering copy paper to the office at Seguin Early Childhood Center
- Setting up tables/chairs for the elections at Travis Elementary
- Cleaning up after Reading Night at Travis Elementary
- Removing trash from the grounds area at Meyer Elementary
- Unclogging a toilet in the boys restroom at Meyer Elementary
- Removing paper from a urinal in a restroom at Meyer Elementary
- Dust mopping all hallways at Taylor Ray Elementary
- Cleaning up vomit in a classroom at Taylor Ray Elementary
- Mopping up a spill in the gym at Taylor Ray Elementary
- Cleaning the front entry windows at Jackson Elementary
- Removing trash from the grounds area at Jackson Elementary
- Replacing lights in the office area at Jackson Elementary
- Cleaning the cafeteria tables at Jackson Elementary
- Removing spots from the carpets in the office area at Williams Elementary
- Sweeping the front entry and bus porch area at Williams Elementary
- Pressure washing pool deck area at the Natatorium
- Picking up tables/chairs for winter guard practice in cafeteria at Terry High

- Opening the auditorium for cheerleader tryouts at Terry High
- Setting all clocks with correct time at Travis Elementary
- Moving boxes from the lounge to the library at Travis Elementary
- Cleaning up a coke spill in the main hall at Hutchison Elementary
- Dusting lights in custodial rooms in the cafeteria at Hutchison Elementary
- Cleaning up vomit in a restroom at Hutchison Elementary
- Delivering tables to a classroom at Seguin Early Childhood Center
- Delivered boxes of copy paper to the front office area at Seguin Early Childhood Center
- Replacing lamps in the music room at Campbell Elementary
- Delivering tables to the front foyer for an event at Campbell Elementary
- Delivering several packages throughout the school at Meyer Elementary
- Unclogging a toilet in a girls restroom at Meyer Elementary
- Helping with Donuts for Dads event at Meyer Elementary
- Cleaning up vomit from the cafeteria floor at Taylor Ray Elementary
- Cleaning the front outside windows at Jackson Elementary
- Cleaning the walls in the cafeteria at Jackson Elementary
- Removing trash from the grounds area at Jackson Elementary
- Repairing a broken soap dispenser in a restroom at Meyer Elementary
- Removing trash from the grounds area at Meyer Elementary
- Unclogging a toilet in a restroom at Meyer Elementary
- Assembling a new chair for the library at Meyer Elementary
- Cleaning up urine in a restroom at Meyer Elementary
- Cleaning the lights in the gym at Jackson Elementary
- Cleaning the vents in all the hallways at Jackson Elementary
- Using the micromatic machine on all floors at Jackson Elementary
- Re-arranging a room for a meeting at Brazos Crossing
- Cleaning up vomit in a restroom at Taylor Ray Elementary
- Cleaning the outside trash cans at Taylor Ray Elementary
- Moving tables from the library to storage at Travis Elementary
- Sweeping all entrances at Travis Elementary
- Putting cones in the parking lot at Hutchison Elementary
- Cleaning up blood in the main hallway at Hutchison Elementary
- Moving boxes of laminating paper to the supply room at Pink Elementary
- Moving three large boxes from the office area to classrooms at Pink Elementary
- Moving tables from the library to the gym at Pink Elementary

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

April 2014



Lamar HS Baseball/Softball

2006 Bond Program Projects

Transportation Satellite Facility

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

Lamar High School Baseball/Softball Complex

- Project is substantially completed.
- Contractor continues work on Final Punch list items.

2011 Bond Program Projects

Adolphus Elementary

- Project is complete.

Agricultural Barn Renovations

- Project is complete.

Arredondo Elementary

- Contracts have been signed and returned.
- Bonds and insurance have been received and verified.
- Notice to proceed was issued on Wednesday, March 26, 2014.
- Preconstruction meeting was held on Tuesday, April 1, 2014.
- Site has been cleared in preparation for fence installation and commencement of construction.

George Ranch High School Build-Out

- Project is complete.

High School and Junior High School #5

- PBK has produced 75% review drawings which have been reviewed by Gilbane, Transportation, CTE, Maintenance, Food Service, Technology, and Administration.
- Preconstruction meetings are being held with the Construction Manager to discuss the scope and budget of the projects.
- The Board approved payment to the City of Fulshear for expansion of water and sewer facilities to serve the new Fulshear High School Complex.
- A design committee meeting was held on Thursday, April 3, 2014. Updated exterior elevations were presented and well received by the committee.
- An information item regarding the design update will be on the April board meeting agenda.

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

- Project is complete.

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

- Bass Construction was recommended as the General Contractor at the March Board meeting.
- Notice to Proceed was issued March 26, 2014.
- A pre-construction meeting was held on April 1, 2014.

ALC

- Abatement of the vapor barrier at the temporary entrance occurred April 5, 2014.
- A temporary door has been installed in the office area. Camera relocation is in progress.

Austin Elementary

- Architect is reviewing submittals.
- Construction start will be June 7, 2014.

Beasley Elementary

- Architect is reviewing submittals.
- Construction start will be June 7, 2014.

Foster H.S.

- Architect is reviewing submittals.
- Construction start will be June 7, 2014.

Lamar JHS

- Architect is reviewing submittals.
- Construction start will be June 7, 2014.

Lamar H.S

- Architect is reviewing submittals.
- Cooling tower has been ordered.

Taylor Ray Elementary

- Architect is reviewing submittals.
- Construction start will be June 7, 2014.

Travis Elementary

- Architect is reviewing submittals.
- Construction start will be approximately April 12, 2014 on the parking and detention



New Natatorium

New Natatorium

- Final Terms and Conditions were received by CenterPoint April 1, 2014 and will be presented for approval at the April Regular Board meeting.
- Interior concrete grade beams continue to be installed.
- Underground sanitary and electrical rough-ins are being installed.
- Detention pond excavation continues. Conflict with discovered existing storm drain has been resolved and the existing abandoned 24" RCP has been removed.
- Stem wall construction has been completed on the south face of the building.
- Building columns are being erected on the west side of the building.
- Project meeting is scheduled with Gilbane, PBK, and contractor on April 9, 2014.

Polly Ryon Middle School

- Project is complete.

Satellite Transportation Center Phase II

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



Traylor Stadium Renovations

Traylor Stadium Renovations

- Underground sanitary rough-ins were completed on Building 1 and have started on Building 2.
- Storm drain connections have been completed for Building 1.
- Revisions and relocation of existing domestic water service on the north side of the stadium began and temporary services were reconnected by March 28, 2014.
- Project meeting is scheduled with Gilbane, PBK, and contractor on April 9, 2014.

Track & Turf

- Project is complete.

EXECUTIVE REPORT					
	ORIGINAL	CURRENT	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$51,095,099	\$56,291,935	\$43,384,398	\$12,907,537	\$31,922,379
LAND	2,700,000	2,913,825	1,780,793	1,133,032	1,780,793
TECHNOLOGY	21,168,000	21,168,000	0	21,168,000	0
TRANSPORTATION	6,100,779	6,100,779	5,263,874	836,905	5,263,874
EXISTING FACILITIES	23,791,755	23,739,286	10,743,212	12,996,074	9,594,248
MISCELLANEOUS	5,144,367	0	0	0	0
TOTAL		\$110,213,825	\$61,172,277	\$49,041,548	\$48,561,294

INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES

The time has come for the District to consider and implement new strategies to minimize continued increases in healthcare costs, the mandated costs associated with the Affordable Care Act (ACA) compliance, and the premium contribution of the District and employees to fund the District's Medical/Rx Plans.

For the 2014-2015 plan year the following changes are recommended. These changes will help to offset the projected trend increases.

- Enhance utilization of Tier 1 Medical Providers (Physicians)
 - Implement Primary Care physician copay split
 - \$20 office visit copay for **Tier 1 Physicians**
 - \$30 Office visit copay for **Non-Tier 1 Physicians**
(Current Plan provisions: \$25 office visit copay for Primary Care)
 - Increase the office visit copay for **Non-Tier 1 Specialist Physicians** to \$80 per visit from the current \$60 copay per visit
(Current Plan provisions: \$40 office visit copay for **Tier 1 Specialist Physicians** and \$60 Office Visit copay for **Non-Tier 1 Specialist Physicians**)
- Implement out-of-pocket maximums for all six (6) Medical/Rx Plans – this is recommended to be in compliance with the Affordable Care Act. This will result in cost savings against trend and will also put the District in compliance with the ACA.
- Enhance the member participation in the Districts three Exclusive Provider Organizations (EPO):In-Network Only plans by increasing the participation cost of the three Preferred Provider Organizations (PPO): In-Network and Out-of-Network by 20%.The participation cost for the EPO plans will increase by 3.5%. The goal is to increase participation in the Districts cost effective plans.
- Implement a Health Management (Wellness) Plan – the purpose is to increase participant engagement, increase productivity, reduce absenteeism, and assist the District with short term and long term strategies to positively influence plan cost and the participant's experience. This will be an ongoing year to year effort. The first phase will include –
 - Premium incentive plan – employees will be encouraged to participate in onsite biometric screening, health assessment, and enrollment in the District's campus RediMD virtual clinic.

All other Medical and Pharmacy benefits for each of the six (6) plans offered will remain the same.

The District continues to monitor the Patient Protection Affordable Care Act (PPACA) and how the law will impact costs associated with the District's Medical/Rx plan(s).

Contact Person: Dr. Kathleen Bowen, Executive Director of Human Resources
Trudy Harris, Assistant Director Employee Services and Risk Management

Lamar Consolidated Independent School District

2014-2015 Plan Year Proposed Rate Structure

	Plan A (In/Out - PPO)			Plan A (In Only - EPO)		
	Current	Proposed	Change	Current	Proposed	Change
Employee Only	\$82.89	\$99.47	\$16.58	\$72.61	\$75.15	\$2.54
Employee + Spouse	\$457.13	\$548.56	\$91.43	\$400.46	\$414.48	\$14.02
Employee + Children	\$379.44	\$455.33	\$75.89	\$332.41	\$344.04	\$11.63
Employee + Family	\$549.28	\$659.14	\$109.86	\$481.19	\$498.03	\$16.84

	Plan B (In/Out - PPO)			Plan B (In Only - EPO)		
	Current	Proposed	Change	Current	Proposed	Change
Employee Only	\$116.84	\$140.21	\$23.37	\$102.25	\$105.83	\$3.58
Employee + Spouse	\$612.05	\$734.46	\$122.41	\$536.18	\$554.95	\$18.77
Employee + Children	\$491.82	\$590.18	\$98.36	\$430.85	\$445.93	\$15.08
Employee + Family	\$732.56	\$879.07	\$146.51	\$641.75	\$664.21	\$22.46

	Plan C (In/Out - PPO)			Plan AC (In Only - EPO)		
	Current	Proposed	Change	Current	Proposed	Change
Employee Only	\$42.35	\$50.82	\$8.47	\$37.10	\$38.40	\$1.30
Employee + Spouse	\$377.07	\$452.48	\$75.41	\$330.33	\$341.89	\$11.56
Employee + Children	\$311.95	\$374.34	\$62.39	\$273.28	\$282.84	\$9.56
Employee + Family	\$460.84	\$553.01	\$92.17	\$403.71	\$417.84	\$14.13

Rates illustrated on a monthly basis by plan option - [+20% PPO/+3.5% EPO]

Please refer to disclaimers on page 2

**INFORMATION ITEM: CHURCHILL FULSHEAR, JR. AND DEAN LEAMAN
JUNIOR HIGH DESIGN DEVELOPMENT UPDATE**

PBK Architects Inc. will be presenting an update on the design of the new Churchill Fulshear, Jr. High and Dean Leaman Junior High Schools. The update booklets will be provided under separate cover.

Resource Person: Kevin McKeever, Administrator for Operations