



Lamar Consolidated Independent School District
Board of Trustees
Thursday, April 19, 2012
7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
APRIL 19, 2012
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. All State Swimmers & Divers
4. Audience to patrons
5. Approval of minutes
 - A. March 20, 2012 Special Board Meeting (Workshop) 6
 - B. March 22, 2012 Regular Board Meeting 9
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of out-of-state trip requests, including, but not limited to:
 - a. Lamar Consolidated High School Skills USA Chapter 19
 - b. Lamar Consolidated High School Career and Technical Education 20
 - c. Foster, Lamar Consolidated, and George Ranch High Schools Speech and Debate 21
 2. Consider approval of repurposing of Juan Seguin Elementary School 22
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 4. Consider approval of resolutions proclaiming
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c. George Ranch High School	
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e. Williams Elementary School	
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7. Consider approval of local food and catering services	50
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10. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	156
a. Approval of personnel recommendations or employment of professional personnel	

- b. Employment of professional personnel (Information)
- c. Employee resignations and retirements 157
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Consider proposed settlement of dispute regarding proposed nonrenewal of term contract for teacher
 - b. Any item listed on the agenda
 - c. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items
Future Agenda Items

ADJOURNMENT: (Time_____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 13th day of April 2012 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 20th day of March 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Julie Thompson	Member
Frank Torres	Member

Others Present:

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

BUSINESS TRANSACTED

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

2. DISCUSSION OF MARCH 22ND REGULAR BOARD MEETING AGENDA ITEMS

The Board reviewed the March 22nd Regular Board Meeting Agenda.

ACTION ITEMS

8.B GOAL: PLANNING

8.B-12 Approval of General Legal Counsel

Mr. Hopkins asked if we would have a presentation on this item. Mr. Richard indicated that there would be no presentation. Everyone was provided information in the board book and it would be discussed later.

INFORMATION ITEMS

9.A GOAL: INSTRUCTIONAL

9.A-1 STAAR End of Course Grading Policy

Dr. Randle reminded the Board that The Commissioner of Education allowed school districts to waive the 15% rule and we are waiving it this year.

9.B GOAL: PLANNING

9.B-2 Naming New Schools

Mr. Hopkins asked if people in the community gave us names. Dr. Randle indicated that the exact same process will take place and it has been publicized in the newspaper and online. The deadline is April 10th, and the Board will receive a binder with all the information. A public hearing will be scheduled to receive input from the community.

Ms. Zacharias asked if the person must be deceased. Dr. Randle stated that the process is Board Policy and if we wanted to do anything different from that they much change the Policy. Mr. Richard said that the Board can change Policy, but the public has been moving with the old standards and it would probably be unfair at this time to change. Ms. Zacharias has received recommendations of some very worthy folks that should have a school named after them.

9.B-4 Lamar CISD Bond Ratings

Mr. Richard reported that the District received good news, our bond rating is excellent.

9.B-10 Proposed Repurposing of Juan Seguin Elementary School

Dr. Randle reminded the Board that this was an information item and will be an action item next month.

ADJOURNMENT TO CLOSED SESSION

The Board adjourned to Closed Session at 6:40 p.m.

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 employment of Chief Technology Information Officer
 - e. Consider extension of administrative contracts
 - f. Consider renewal of contract for professional teachers/support personnel
 - g. Consider approve of non-renewal of professional employees including teachers
 - h. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract

2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition
 - b. Consider approval of purchase of 14.22 acre tract for elementary site in the Summer Park subdivision

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

RECONVENE IN OPEN SESSION

At 8:08 p.m. the Board reconvened in Open Session.

ADJOURNMENT

The meeting adjourned at 8:08 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Karen Mendoza
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 22nd day of March, 2012 the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent

Frank Torres	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
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
Merri Schneider-Vogel	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

a. All State Choir

The Board of Trustees recognized Foster High School student, Alayna Thomas; Terry High School students, Carolyn Castillo and Eric Gonzales; and Lamar Consolidated High School students, Chika Iguh and David Roorda.

b. All State Band

The Board of Trustees recognized George Ranch High School student, Elise Lasker.

c. Texas Music Educators Association Performers

The Board of Trustees recognized the Hubenak Elementary Honor Choir. They were one of five elementary choirs invited to perform at the Texas Music Educator Conference in San Antonio. This invitation is recognized as the equivalent of a state championship. Accepting congratulations was Director, Angela Ramsey.

4. AUDIENCE TO PATRONS

Helen Veir read information on behalf of many concerned parents and students, asking the Board to reinstate the middle level English 3 classes and the middle level Sophomore World History classes at Foster High School this fall. She gave the Board a copy of the information read aloud along with a spreadsheet of data.

Melisa Roberts, a resident of Fulshear, addressed the board about issues with the leadership at Huggins Elementary School. She shared that parent involvement has declined, families have left the campus, programs have been eliminated, and campus ratings have dropped. She is concerned about the quality of education at Huggins. She believes the leadership at Huggins has failed to comply with District policies, ethical standards, and violation of state and federal laws concerning Special Education and 504.

Lori Kendall, a resident of Richmond, addressed the board about FFA funding cut for Ag advisors for travel time to shows. Ms. Kendall shared her concern that the kids will have to travel to shows unsupervised and is concerned for their safety. She also stated that FFA students that win awards are not recognized by the Board of Trustees.

5. APPROVAL OF MINUTES OF FEBRUARY 14, 2012 REGULAR BOARD MEETING

It was moved by Ms. Zacharias and seconded by Mr. Hopkins that the Board of Trustees approve the minutes of the February 14, 2012 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBERS REPORTS

❑ **Meetings and Events**

Mr. Hopkins reported the Facilities Committee met and everything is on schedule.

Mr. Richard reported the Financial Audit Committee met and revenues are down a little from when we did the original budget. The Districts financial position is where we thought we would be. We had a good experience selling bonds and Jill Ludwig spoke on the topic. Jill Ludwig reported we sold bonds on February 28th. We had 2 sales of bonds, 2012A and 2012B. We did three things: sold new money bonds related to the 2011 bond election, we refinanced some fixed rate outstanding bonds, and we restructured our variable rate bonds that were outstanding. We sold roughly \$102m worth of new money bonds to finance the new projects and the interest cost on those should be a fixed rate of roughly 3.96%. In the refunding of the fixed rated bonds, over the life of the bonds we will save over \$7m. The variable rate bonds we have restructured and they are now fixed rates bonds, and we are insulated from any market fluctuation. Typically we have to budget at a 4.5% interest rate on those bonds and the fixed rate that we locked in, compared to the 4.5% the savings will be roughly \$4m. The issuer credit rating for the district is a AA; and our bonds are AAA rated.

7. SUPERINTENDENT REPORTS

❑ **Meetings and Events**

❑ **Information for Immediate Attention**

❑ **Introductions**

Dr. Bowen introduced Mike Rockwood, Executive Director of Community Relations for the District.

AGENDA ITEMS FOR CONSENT OF APPROVAL: 8. A-1, A-3; 8.B-1—11, 8.B-13—20; and 8.C-1

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

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of Instructional Materials Allotment and TEKS certification

approved the Instructional Materials Allotment and TEKS certification for the 2012 – 2013 school year. (See inserted page 43-A.)

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

a. Lamar Consolidated High School and Foster High School DECA teams

approved out-of-state travel for the Lamar Consolidated High School and Foster High School DECA teams to travel to Salt Lake City, Utah on April 27 – May 2, 2012.

b. Lamar Consolidated High School Theatre

approved out-of-state travel for the Lamar Consolidated High School Theatre Department to travel to Lincoln, Nebraska on June 25 – 20, 2012.

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 29, 2012. (See inserted pages 44-A—44-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 44-G.)

8. B-4 **Approval of School Resource Officers**

approved the City of Rosenberg Police Department proposal for School Resources Officers, and authorized the Superintendent to negotiation the contract in an amount not to exceed \$800,838.

8. B-5 **Approval of paint and wall-covering – time and material**

approved M. Dumas Painting, LLC for paint and wall-covering, time and material services district wide.

8. B-6 **Approval of Resolutions proclaiming**

a. Educational Administrative Professionals' Week

approved the attached resolution proclaiming April 23 – 27, 2012 as “Educational Administrative Professionals’ Week” in the Lamar Consolidated Independent School District. (See inserted page 44-H.)

b. Librarians' Week

approved the attached resolution proclaiming the week of April 9 – 13, 2012 as “Librarians’ Week” in the Lamar Consolidated Independent School District. (See inserted page 44-I.)

c. Volunteer Appreciation Week

approve the attached resolution proclaiming the week of April 16 – 20, 2012 as “Volunteer Appreciation Week” in the Lamar Consolidated Independent School District. (See inserted page 45-A.)

8. B-7 Approval of Donations to the District, including, but not limited to:

- a. Briscoe Junior High School**
- b. Dickinson Elementary School**
- c. Frost Elementary School**
- d. George Ranch High School**
- e. Project LEARN**

approved donations to the district.

8. B-8 Approval of request for the 2012 Historic Site Exemption Qualification for the George Ranch Historical Park

approved the 2012 Historic Site Exemption Qualification for the George Ranch Park.

8. B-9 Approval of request for the Historic Site Exemption Qualification for the Morton Masonic Lodge No. 72

approved the Historic Site Exemption Qualification for the Morton Masonic Lodge No. 72.

8. B-10 Approval of resolution concerning high stakes, standardized testing of Texas public school students

approved the attached resolution concerning high stakes, standardized testing of Texas public school students. (See inserted page 45-B—45-C.)

8. B-11 Approval of Board Policies – Second Reading

- a. Localized Policy Manual Update 91**
- b. Localized Policy Manual Update 92**
- c. DIA(LOCAL) Employee Welfare: Freedom from Discrimination, Harassment, and Retaliation**
- d. FB(LOCAL) Equal Educational Opportunity**
- e. GKB(LOCAL) Community Relations: Advertising and Fund Raising in the Schools**

approved the second reading of Localized Policy Update 91 and 92, and policies: DIA, FB, and GKB. (See inserted pages 45-D—45-T.)

8. B-13 Consider contract with Energy for Schools

approved to authorize the Superintendent to negotiate contract with Energy for Schools for a 48- or 60-month period as appropriate.

8. B-14 Approval of Memorandum of understanding with Williams Smith Sr., Tri-County Child Development Council, Inc.

approved the Memorandum of Understanding between Lamar Consolidated Independent School District and William Smith Sr., Tri-County Child Development Council, Inc. (See inserted pages 46-A—46-C.)

8. B-15 Approval of CSP #11-2012 for the construction of the new elementary #22 and Polly Ryon Middle School

approved Drymalla Construction Company for the construction of the new elementary #22 and Polly Ryon Middle School in the amount of \$26,079,000.

8. B-16 Approval of architect contract for PBK Architects

approved PBK Architects for the renovation projects at Pink, Frost, and Campbell Elementary Schools and allow the Superintendent to begin contract negotiations.

8. B-17 Approval of architect contract for VLK Architects

approved VLK Architects for the renovation projects at Smith, Dickinson, Meyer, Austin, Travis, Jackson, Wessendorff Middle, Lamar Junior High, and Lamar High Schools and allow the Superintendent to begin contract negotiations.

8. B-18 Approval of HVAC testing and balancing consultant services for the new elementary #22

approved testing and balancing consultant services from Engineered Air Balance for the new elementary #22 not to exceed the amount of \$69,890 and allow the superintendent to negotiate the contract.

8. B-19 Approval of HVAC testing and balance consultant services for Polly Ryon Middle School and the George Ranch High School build-out

approved testing and balancing consultant services from Engineered Air Balance for Polly Ryon Middle School and the George Ranch High School build-out not to exceed the amount of \$72,240 and allow the superintendent to negotiate the contract.

8. B-20 Approval of extension of the current property insurance coverage renewal

approved a six month extension of the current property insurance renewal policy period from September 1, 2012 to March 1, 2013 with no increase in rates. The premium for this six month extension is \$643,765.

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

8. C-1 Approval of the Lamar CISD Student Code of Conduct and Secondary Dress Code for 2012 – 2013 school year

approved the Lamar CISD Student Code of Conduct and secondary dress code for the 2012—2013 school year.

8. A GOAL: INSTRUCTIONAL

8. A-2 Approval of District Administered After School Program

Julie Thompson had questions about the increase in the registration fee. Laura Lyons explained that this was not set in stone, and the rationale is that tuition and other fees would be less. With this being the first year it would give the District an opportunity to generate revenue and not have to dip into fund balance. Future programs are planned such as Spring Break, Winter Break, and Summer Program.

Mr. Hopkins asked when we will know this program will be successful. Laura Lyons said that right before Christmas Break would be a reasonable timeframe.

Ms. Zacharias questioned why there was about a \$13,000 difference per campus from Phase I to Phase II. Laura Lyons said that is because of the number of kids in the other programs. The four pilot campuses have many more kids up to 100 – 110 in the program.

It was moved by Ms. Thompson and seconded by Mr. Hopkins that the Board of Trustees approve the initiation of phase I of the District Administered After School Program. The motion carried unanimously.

8. B GOAL: PLANNING

8. B-12 Approval of General Legal Counsel

It was moved by Ms. Mendoza and seconded by Mr. Hopkins that the Board of Trustees approve Rogers, Morris, & Grover L.L.P. for general legal counsel services for a one-year period beginning March 22, 2012, with automatic one-year renewals unless terminated by the District or the Firm, and authorize the Superintendent to negotiate the contract.

Mr. Richard said it was very competitive and all the firms we looked at were all outstanding firms. We told Dr. Randle that certainly it is his prerogative to engage legal assistance if there are special needs. There are people in firms that are better at some things than others and so that is what you want, you want the best when you need representation. This was a hard decision.

The motion passed with Mr. Hakimzadeh abstaining.

INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-1 STAAR End of Course Grading Policy

Dr. Randle reminded the Board of Trustees that the Commissioner of Education allowed us to waive this for a year.

9. B GOAL: PLANNING

9. B-1 2011 – 2012 Giving Campaign

The Giving Campaign is pretty evident that our staff still supports the local groups in providing funds for them.

9. B-2 Naming New Schools

The process for naming schools was outlined with a timeline for people to give their feedback.

Ms. Zacharias asked that the Board look at changing the criteria in the policy so that the next time a school needs to be named we can look at the new policy. Primarily that the person not necessarily have to be deceased in order to have a school named after them.

9. B-3 Tax Collection Report

9. B-4 Lamar CISD Bond Ratings

9. B-5 Lamar CISD new money bond sale, and refunding/restructuring of currently outstanding bonds

9. B-6 Payments for Construction Projects

9. B-7 Region 4 Maintenance and Operations Update

9. B-8 Bond Update

9. B-9 Architect Selection Process

9. B-10 Proposed Repurposing of Juan Seguin Elementary School

Dr. Randle said we will be coming back to the Board with a proposal for repurposing Seguin Elementary School. This will change the school to a Pre-K center, in partnership with Head Start to keep students all day.

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 employment of Chief Technology Information Officer
 - e. Consider extension of administrative contracts

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- f. Consider renewal of contract for professional teachers/support personnel
 - g. Consider approval of non-renewal of professional employees including teachers

 - h. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.
- a. Land acquisition
 - b. Consider approval of purchase of 14.22 acre tract for elementary site in the Summer Park subdivision
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
- a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:46 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:13 p.m.

PERSONNEL RECOMMENDATIONS

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

Employed

Lozano, Horacio 03-26-2012 Energy Technical Specialist

EMPLOYMENT OF CHIEF TECHNOLOGY INFORMATION OFFICER

It was moved by Mr. Hakimzadeh and seconded by Mr. Richard that the Board of Trustees approve the employment recommendation of David Jacobson as the Chief Technology Information Officer. The motion carried unanimously.

CONSIDER EXTENSION OF ADMINISTRATIVE CONTRACTS

It was moved by Ms. Mendoza and seconded by Ms. Zacharias that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 49-A—49-E.)

CONSIDER RENEWAL OF CONTRACTS FOR PROFESSIONAL TEACHERS/SUPPORT PERSONNEL

It was moved by Ms. Zacharias and seconded by Ms. Thompson that the Board of Trustees approve the renewal of contracts for professional teachers/support personnel as presented. The motion carried unanimously. (See inserted pages 50-A—50-ZZZ.)

CONSIDER NON-RENEWAL OF PROFESSIONAL EMPLOYEES INCLUDING TEACHERS

It was moved by Mr. Hopkins and seconded by Ms. Mendoza that the Board of Trustees accept the Superintendent's recommendation to propose the non-renewal of the contract and employment of Julie Geisselbrecht at the end of her current contract term and to authorize the Superintendent or his designee to notify her of the proposed action, her right to request a hearing and the reasons for the proposed non-renewal. The motion carried unanimously. (See inserted pages 50-AAAA.)

CONSIDER APPROVAL OF PURCHASE OF 14.22 ACRE TRACT FOR ELEMENTARY SITE IN THE SUMMER PARK SUBDIVISION

It was moved by Ms. Mendoza and seconded by Ms. Zacharias that the Board of Trustees approve the purchase of a 14.22 acre tract of land located in the Summer Park ("Project") in the City of Rosenberg, Fort Bend County Municipal Utility District No. 144, and Fort Bend County, Texas, said 14.22 acre tract to be further described by meets and bounds in accordance with the foregoing agreement. The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 8:16 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Karen Mendoza
Secretary of the Board of Trustees

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Lamar Consolidated High School Skills USA Chapter 3696 to travel to the National Skills USA contest in Kansas City, Missouri on June 23 – 28, 2012.

IMPACT/RATIONALE:

Six Lamar Consolidated High School Career and Technical Education students and their sponsor, Dr. Fred Guess, plus chaperone Ms. Beverly Sanders of LCHS request to travel to Kansas City, Missouri to the National Skills USA contest. The contest will be held June 23-28, 2012. The approximate cost for the students and sponsors will be \$9,000. 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:

Kaylan Rogers, Ashtin Calvin, Linda Efejuku, Karen Omayi, Tracy Nwanne, and Chika Iguh competed at the state competition in Corpus Christi, Texas in the Business Procedure Team competitive event. By winning this event this team earned the right to represent the State of Texas at the National competition in Kansas City, Missouri. If the team wins in the national competition, they may be eligible to represent the United States in the Skills USA competition in Germany.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Lamar High School Career and Technical Education students to travel to the Technology Students Association (TSA) National contest in Nashville, Tennessee on June 21 – 25, 2012.

IMPACT/RATIONALE:

Nine Lamar Consolidated High School students and approximately three chaperones request to travel to Nashville, Tennessee on June 21-25, 2012 to attend the Technology Students Association (TSA) National Contest. The approximate cost for the students and sponsors will be \$13,000. The 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 activity funds.

BACKGROUND INFORMATION:

On April 2nd, LCHS TSA students, under the supervision of Project Lead the Way instructor Kristin Rausch, competed at the state contest in Waco and won the ability to participate at national competition. Students Jhangir Awan, Carl Bennett, Erick Chow, Kevin Esswein, Drew Heugel, Chris Lai, Jolea Nealy, Thomas Reynolds, and Rachel Tankersley will be competing in events such as Structural Engineering, Transportation Modeling, Extemporaneous Speech, Prepared Presentation, Webmaster, Debating Tech Issues team, Technology Bowl, Dragster Design, Technical Sketching, Technology Problem Solving, Animatronics, and Future Technology Teacher.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster High School, Lamar Consolidated High School, and George Ranch High School Speech and Debate to attend the 2012 National Forensic League Tournament June 10-15, 2012 in Indianapolis, Indiana

IMPACT/ RATIONALE:

The FHS, LCHS, and GRHS Speech and Debate teams request permission to travel to Indianapolis, Indiana from June 10-15, 2012 by airplane. The approximate cost for each student and sponsor/chaperone is \$1,054, for a grand total of \$13,700. The cost includes meals, airfare, hotel, tournament registration, and ground transportation. District funds will be used to cover the costs as in past years.

BACKGROUND INFORMATION:

Ten students have qualified to attend. Students from FHS: Farrah Bara in Domestic Extemporaneous Speaking; and Nancy Batres, First Alternate in Humorous Interpretation. Students from LCHS: Drew Huegal in Original Oratory; Jolea Nealy in Lincoln-Douglas Debate; and Jesus Kana in Humorous Interpretation. Students from GRHS: Mahak Mithani in Original Oratory; Chris Arackal and Joshua Thomas in Duo Acting; and Sarah May and Cooper Shultz in Duo Acting.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF REPURPOSING OF
JUAN SEGUIN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve that Juan Seguin Elementary School be repurposed and become a Pre-K Early Childhood Center providing the opportunity for a full day of Pre-kindergarten instruction to identified four year old LCISD students from the following elementary campuses: Bowie, Jackson, Long, Pink, Ray, Seguin, Smith, and Travis.

IMPACT/RATIONALE:

The Juan Seguin Elementary campus is currently underutilized serving a total of 199 students. Repurposing Juan Seguin Elementary will allow for collaboration between LCISD and Head Start that provides for high quality pre-kindergarten instruction to a large population of students identified as at risk. Working together LCISD and Head Start will have the opportunity to provide a developmentally appropriate full day pre-kindergarten experience for approximately 475 LCISD Pre-K students. The recommended repurposing plan will fully utilize the facility and allow for targeted and focused early childhood education. A strong emphasis on literacy and social skills will serve as the foundation of the instructional program.

Students currently zoned to Juan Seguin will be rezoned to Long and Pink. Some of the students currently zoned to Long and Pink will attend Jackson.

Campus	# Gaining	# Losing	+/-
Smith	0	49	-49
Bowie	0	73	-73
Jackson	55	40	+15
Long	86	62	+24
Pink	83	88	-5
Ray	0	77	-77
Travis	0	79	-79

Submitted by: Laura Lyons, Executive Director of Elementary Education

Recommended for approval:

Thomas Randle

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

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle
Superintendent

SCHEDULE OF MARCH 2012 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of March total \$15,002,976 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,125,808
614	Employee Benefits	323,245
621	Professional Services	236,684
623	Education Services Center	53,722
624	Contracted Maintenance and Repair Services	74,216
625	Utilities	160,782
626	Rentals and Operating Leases	17,534
629	Miscellaneous Contracted Services	387,885
631	Supplies and Materials for Maintenance and Operations	278,847
632	Textbooks and Other Reading Materials	76,695
633	Testing Materials	1,187
634	Food Service	548,178
639	General Supplies and Materials	433,942
641	Travel and Subsistence -- Employee and Student	101,413
642	Insurance and Bonding Costs	250
649	Miscellaneous Operating Costs/Fees and Dues	522,628
659	Other Debt Services Fees	50,608
662	Building Purchase, Construction, and/or Improvements	463,369
663	Furniture & Equipment - \$5,000 or more per unit cost	38,563
129	Misc. Receivable/Alternative Certification Fees	800
131	Inventory Purchases	106,196
217	Operating Transfers, Loans and Reimbursements	24
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	400
Total		15,002,976

PROGRAM DESCRIPTION:

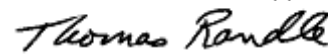
The report above represents all expenditures made during the month of March 2012 including purchasing card transactions from the previous month. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	104,750,549.00	99,663,152.00	(5,087,397.00)	95.1%
5800-STATE PROGRAM REVENUES	75,322,616.00	53,735,099.00	(21,587,517.00)	71.3%
5900-FEDERAL PROGRAM REVENUES	1,520,000.00	1,153,175.00	(366,825.00)	75.9%
TOTAL- REVENUES	181,593,165.00	154,551,426.00	(27,041,739.00)	85.1%
EXPENDITURES				
6100-PAYROLL COSTS	150,663,972.00	82,462,990.00	68,200,982.00	54.7%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,264,435.00	5,322,019.00	7,942,416.00	40.1%
6300-SUPPLIES AND MATERIALS	8,769,093.00	4,099,351.00	4,669,742.00	46.7%
6400-OTHER OPERATING EXPENDITURES	10,110,478.00	5,512,854.00	4,597,624.00	54.5%
6600-CAPITAL OUTLAY	517,223.00	165,883.00	351,340.00	32.1%
TOTAL-EXPENDITURES	183,325,201.00	97,563,097.00	85,762,104.00	53.2%

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

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	792,682.82	0.00	0.00	77.46	792,760.28
General Account	99,782,740.46	0.00	12,395,015.17	9,182.66	87,396,907.95
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	534,709.78	767,280.00	875,000.00	70.96	427,060.74
Debt Service Series 1996	68.79	0.00	0.00	0.00	68.79
Debt Service Series 2004	2,751,976.70	0.00	217,426.51	262.30	2,534,812.49
Workmen's Comp	895,202.68	12,735.17	0.00	88.39	908,026.24
Property Tax	6,970,818.59	2,536,670.23	0.00	833.43	9,508,322.25
Vending Contract Sponsor	474,202.50	0.00	0.00	46.33	474,248.83
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	642,696.13	0.00	0.00	62.82	642,758.95
Debt Service Series 2007	1,963,604.31	0.00	0.00	191.83	1,963,796.14
Capital Projects Series 2005	1,515,422.21	0.00	0.00	148.06	1,515,570.27
Student Activity Funds	56,134.91	0.00	0.00	5.47	56,140.38
Taylor Ray Donation Account	14,716.76	0.00	0.00	1.44	14,718.20
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,102.27	0.00	0.00	5.18	53,107.45
Debt Service Series 2008	2,956,926.35	0.00	19,500.00	287.05	2,937,713.40
Powell Point Series 2003	13,812.46	0.00	0.00	1.34	13,813.80
Capital Projects 2012A	0.00	22,000,000.00	0.00	683.78	22,000,683.78
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,007.48	0.00	0.00	0.53	5,008.01
Workers' Comp	718,932.83	0.00	0.00	76.45	719,009.28
Property Tax Fund	32,073.80	0.00	0.00	3.41	32,077.21
General Fund	2,580,970.19	0.00	0.00	274.45	2,581,244.64
Food Service Fund	90,249.04	0.00	0.00	9.60	90,258.64
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	43.63	0.00	0.00	0.00	43.63
Capital Project Series 1998	698.78	0.00	0.00	0.07	698.85
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,355.28	0.00	0.00	15.24	143,370.52
Capital Project Series 1999	154.82	0.00	154.82	0.01	0.01
Capital Projects 2007	383.03	0.00	0.00	0.04	383.07
Capital Projects 2008	36,743.29	0.00	0.00	3.91	36,747.20
Capital Projects 2012A	0.00	22,000,000.00	0.00	807.38	22,000,807.38
MBIA Texas CLASS Fund					
General Account	15,278,431.74	0.00	0.00	3,169.74	15,281,601.48
Debt Service Series 1998	90.83	0.00	0.00	0.00	90.83
Capital Project Series 1998	901.71	0.00	0.00	0.31	902.02
Debt Service Series 1999	1.22	0.00	0.00	0.00	1.22
Capital Project Series 1999	134.59	0.00	134.59	0.00	0.00
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2008	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	0.00	11,000,000.00	0.00	823.11	11,000,823.11
TEXSTAR					
Capital Projects Series 2007	741.74	0.00	0.00	0.09	741.83
Debt Service Series 2008	3,006,032.89	0.00	0.00	293.09	3,006,325.98
Capital Projects Series 2008	12,956,960.71	0.00	721,194.06	1,207.98	12,236,974.63
Debt Service Series 2012A	0.00	6,097,696.49	0.00	200.27	6,097,896.76
Debt Service Series 2012B	0.00	35,178.46	0.00	1.15	35,179.61
Capital Projects Series 2012A	0.00	38,500,000.00	25,000.00	1,264.91	38,476,264.91
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,235,276.45	0.00	0.00	184.86	2,235,461.31
Capital Projects Series 2008	140.34	0.00	0.00	0.01	140.35
Capital Projects Series 2012A	0.00	16,500,000.00	0.00	501.53	16,500,501.53

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.12	\$11,948.50
LONE STAR ACCOUNT INTEREST	0.11	\$1,191.09
MBIA TEXAS CLASS ACCOUNT INTEREST	0.24	\$3,993.16
TEXSTAR ACCOUNT INTEREST	0.10	\$2,967.49
TEXAS TERM/DAILY ACCOUNT INTEREST	0.10	\$686.40
TOTAL CURRENT MONTH EARNINGS		\$20,786.64
EARNINGS 9-01-11 THRU 2-29-12		\$58,292.23
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$79,078.87

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Terry High School is requesting two budget changes:

The first budget change is to pay for summer staff development.

199-31	Guidance & Counseling Services	(1,003.00)
199-13	Curriculum and Instr. Staff Development	1,003.00

The second budget change is to pay for student bus expenses for travel to band competitions.

199-11	Classroom Instruction	(1,800.00)
199-36	Co-curricular/Extra-curricular Activities	1,800.00

**CONSIDER APPROVAL OF INDEPENDENT AUDITORS
FOR THE 2011-2012 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider approval of the engagement of the certified public accounting firm of Null-Lairson, P.C. as the District's independent auditors for the 2011-12 school year.

IMPACT/RATIONALE:

As a result of a competitive proposal process for independent auditing services conducted during the 2009-10 fiscal year, Null-Lairson, P.C. was recommended by the Financial Audit Committee. The selection was based on qualifications, fees, and other weighted criteria including estimated costs in future years. Due to the expertise and professional services delivered by the firm, administration requested and the firm provided a one-year renewal engagement letter at an estimated fee of \$61,500. Their fees for the past three years are as follows:

<u>YEAR</u>	<u>ACTUAL</u>
2010-11	\$61,500
2009-10	\$61,500
2008-09	\$66,500

With the recent implementation of new governmental auditing standards, new SAS's and GASB pronouncements, the auditor's services are extensive. We have been very pleased with the level of service provided by the auditors in the past, and fully expect comparable service in the future.

PROGRAM DESCRIPTION:

If approved, Null-Lairson, P.C. would serve as the District's independent auditors for the 2011-12 school year and would conduct the annual audit as required by the Texas Education Agency. A copy of the engagement letter is attached.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

March 23, 2012

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

We are pleased to confirm our understanding of the services we are to provide Lamar Consolidated Independent School District (the District) for the year ending August 31, 2012. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the District as of and for the year ending August 31, 2012 that will be included in the District's Comprehensive Annual Financial Report (CAFR).

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the District's basic financial statements. As part of our engagement, we will apply certain limited procedures to District's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Schedules

The District's CAFR and Single Audit Supplemental Reports will include the following supplementary information that will be subjected to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

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

The following additional information included in the CAFR will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

- Introductory Section
- Statistical Section
- Fund balance and cash flow calculation worksheet

Audit Objectives

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

Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

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

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

The District's audit is a checking function that does not envision the making of adjustments to the accounting records. As part of our engagement, we may propose standard, adjusting or correcting journal entries to align your financial statements with generally accepted accounting principles. The number of journal entries needed to align a set of financial statements with generally accepted accounting principles is a direct reflection of the quality of the accounting records which in turn has a direct effect on the time required to perform the audit and thus the cost of it. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

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

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

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

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

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Our audit will also include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the district through the Public Education Information Management System (PEIMS), as required by Section 44.008(b) of the Texas Education Code.

Audit Procedures—Internal Controls

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

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

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

To the extent they are applicable, these matters include—

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

Audit Procedures—Compliance

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

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

Audit Administration, Fees, and Other

We expect to begin our audit in June 2012 and to issue our reports in January 2013. Christopher L. Breaux, CPA is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$61,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of

termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that your employees will prepare all confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and certify the Data Collection Form that summarizes our audit findings. We will provide electronic versions of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Board of Trustees
Lamar Consolidated Independent School District
March 23, 2012
Page 7 of 7

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

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

Very truly yours,



Null Lairson, P.C.

RESPONSE:

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

By: _____

Title: _____

Date: _____

System Review Report

May 12, 2011

To the Shareholders
Null-Lairson, P.C.
and the National Peer Review Committee

We have reviewed the system of quality control of **Null-Lairson, P.C.** (the firm) in effect for the year ended December 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

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

In our opinion, the system of quality control of **Null-Lairson, P.C.** in effect for the year ended December 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Null-Lairson, P.C.** has received a peer review rating of *pass*.

Davis Kinard & Co., PC

DAVIS KINARD & CO, PC

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 9, 2012 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 9, 2012 is proclaimed across Texas as Public School Paraprofessionals' Day. Public School Paraprofessionals are valuable members of educational teams in schools and their administrative operations. They contribute in many ways beyond their most recognizable function as a paraprofessional. Their assistance is particularly important in the daily activities of a school campus and administrative operations.

Public School Paraprofessionals serve our educational community by providing support for students and staff. They also provide record keeping services in which accuracy of information is highly important.

Public School Paraprofessionals 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 schools and their administrative operations, and

Whereas, public school paraprofessionals contribute in many ways beyond their most recognizable functions, and

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

Whereas, they 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, their connection to the community aids in communication and positive public relations within the community,

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares May 9, 2012 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.

April 19, 2012



Michael Richard, President

Karen Mendoza, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of May 7 - 11, 2012 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMACT/RATIONALE:

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

School nurses also serve as health educators by 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.

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 as prevention of drug use, child abuse, suicide, school-age pregnancy and sexually transmitted diseases.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, the school nurse plays 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, the school nurse must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

Whereas, the school nurse serves 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;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District recognize the important role of professional school nurses in maintaining the well-being of school-age children and declare the week of May 7 - 11, 2012 as

School Nurses' Week

in the Lamar Consolidated Independent School District.

Adopted this 19th day of April 2012 by the Lamar CISD Board of Trustees.



Michael Richard, President

Karen Mendoza, Secretary

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

RECOMMENDATION

That the Board of Trustees approve the attached resolution proclaiming May 7 - 11, 2012 as Teacher Appreciation Week in Lamar Consolidated Independent School District.

IMACT/RATIONALE

May 7 - 11, 2012 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,

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 7 - 11, 2012** as

Teacher Appreciation Week

and calls on the community to join with the Board of Trustees in personally expressing appreciation to our teachers for a job well done.

April 19, 2012



Michael Richard, President

Karen Mendoza, Secretary

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the district.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Campbell PTA donated \$20,687.17 to purchase eight Promethean boards for Campbell Elementary School.

Campbell PTA donated \$9,000 to update the track with an asphalt overlay at Campbell Elementary School.

Campbell PTA donated \$4,641.45 to purchase Balanced Literacy easels for eleven teachers in grades K-2 at Campbell Elementary School.

Dickinson's activity fund is donating \$4,152 from the Rodeo Round-up fundraiser to purchase iPads for all grade levels at Dickinson Elementary School.

Dickinson PTO donated \$12,000 to have the track resurfaced at Dickinson Elementary School.

The George Ranch High School Athletic Booster Club donated an inflatable helmet run-through valued at \$7,800 to George Ranch High School.

The George Ranch PTO donated \$5,000 to be used towards library, student activity, and lacrosse club at George Ranch High School.

The George Ranch PTO donated \$5,000 to be used towards the Rachel's Challenge presentation to students at George Ranch High School.

Meyer PTO donated \$4,500 to purchase items needed in all grades at Meyer Elementary School.

Williams PTO donated \$5,000 to purchase and install two promethean boards and a donation towards a third board at Williams Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF INTERDISTRICT STUDENT TRANSFERS
FOR 2012 - 2013 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the listed interdistrict student transfer requests for the 2012 - 2013 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 2012-2013 school year:

<u>Name of Student</u>	<u>District Transferred From</u>	<u>Grade</u>	<u>Campus Assigned</u>
Abboud, Kristine	Houston ISD	12	Lamar
Abboud, Marc	Houston ISD	9	Lamar
Anciano, Jamison Denise	Alief ISD	K	Jane Long
Ansley, Joseph T.	Katy ISD	2	Smith
Ansley, Joshua D.	Katy ISD	1	Smith
Atkins, Mark	Fort Bend ISD	10	Foster
Atkins, Meagan	Fort Bend ISD	12	Foster
Aventurado, Jori	Houston ISD	5	Austin
Aventurado, Joseph	Houston ISD	6	Wertheimer
Aventurado, Ridge	Houston ISD	1	Austin
Aventurado, Riley	Houston ISD	3	Austin
Ball, Joseph Jr.	Wharton ISD	7	Briscoe Jr.
Barrera, Mar'Tavia	Wharton ISD	8	Reading Jr.
Berdou, Jackson	Stafford MSD	3	Velasquez
Berdou, Katrina	Stafford MSD	7	Reading Jr.
Bertuglia, Stephen	Houston ISD	5	Dickinson
Bilski, Claire E.	Fort Bend ISD	10	Foster
Brasuell, Madison	Fort Bend ISD	10	Foster
Brenner, Jack	Fort Bend ISD	10	Foster
Brenner, William	Fort Bend ISD	5	Austin
Broussard, Caleb	Fort Bend ISD	K	Campbell
Broussard, Mikayla	Fort Bend ISD	K	Campbell
Brown, Hayes	Fort Bend ISD	1	Taylor Ray
Brown, Pamela Fay	Needville ISD	2	Thomas
Brown, Sam	Fort Bend ISD	4	Taylor Ray
Brown, Sarah E.	Fort Bend ISD	11	Foster
Broxson, Cambry	Fort Bend ISD	1	Jane Long
Buffamante, Stephen	Fort Bend ISD	8	Lamar Jr.
Buford, Alyvia	Fort Bend ISD	5	Austin
Buford, Jaylan	Fort Bend ISD	K	Austin
Buford, Kenneth	Fort Bend ISD	7	Wertheimer
Buford, Michael	Fort Bend ISD	4	Austin
Burks, Emily	Fort Bend ISD	4	Campbell
Burks, Macie	Fort Bend ISD	K	Campbell
Burrow, Bryce	Fort Bend ISD	2	Williams
Camacho, Raymond A.	Brazos ISD	6	Navarro
Camacho, Victoria A.	Brazos ISD	2	Taylor Ray
Carmona, Brittany	Fort Bend ISD	5	Hubenak
Carmona, Jake	Fort Bend ISD	3	Hubenak
Ceja, Andrea	Needville ISD	1	Thomas
Ceja, Carlos	Needville ISD	4	Thomas
Ceja, Clarissa	Needville ISD	3	Thomas
Coleman, Brett	Fort Bend ISD	8	Briscoe Jr.
Cyprien, Ashton	Fort Bend ISD	3	Austin
Davis, Ev'Rett	Wharton ISD	1	Taylor Ray
Davis, Sydnee	Wharton ISD	10	Terry
DiCiro, Stephanie	Fort Bend ISD	12	Foster
Garcia, Damian	Fort Bend ISD	6	Wertheimer
Garcia, Julian	Fort Bend ISD	5	McNeill
Garland, Austin	Fort Bend ISD	10	Foster

Gregory, Jessalyn	Needville ISD	1	Thomas
Gregory, Peyton	Needville ISD	Pegasus	Thomas
Guyton, Aniya	Houston ISD	2	Hutchison
Hale, Walker Reese	Fort Bend ISD	6	Reading Jr.
Halsey, Justice	Katy ISD	K	Jane Long
Hamilton, Ellis	Fort Bend ISD	1	McNeill
Hanks, Kade	Fort Bend ISD	6	Wertheimer
Harvey, Allison	Royal ISD	5	Frost
Harvey, Amanda	Royal ISD	8	Briscoe Jr.
Hasenpflug, Matthew	Wharton ISD	6	Reading Jr.
Hasenpflug, Michael	Wharton ISD	7	Reading Jr.
Hasenpflug, Mitchell	Wharton ISD	5	Williams
Hasselbach, Kayla	Katy ISD	11	Foster
Henry, Julia Meg	Fort Bend ISD	12	Foster
Hernandez, Elena	Needville ISD	K	Travis
Hernandez, Juan M.	Needville ISD	3	Travis
Hernandez, Samantha V.	Needville ISD	7	George Jr.
Herring, Janie	Fort Bend ISD	4	Jane Long
Hester, Tre'vonne	Fort Bend ISD	2	Velasquez
Hirsch, Logan M.	Needville ISD	10	George Ranch
Jackson, Maycee	Fort Bend ISD	K	Hubenak
Jacobus, Kristin	Fort Bend ISD	9	Foster
Jaster, Lucas	Fort Bend ISD	K	Frost
Jones, Hezekiah	Houston ISD	8	Reading Jr.
Jordan, Brentley	Needville ISD	7	George Jr.
Jordan, Colton	Needville ISD	5	Beasley
Joseph, Julian	Katy ISD	3	Huggins
Kean, Caleb	Fort Bend ISD	K	Austin
Keene, Patrick	Katy ISD	6	Wertheimer
Keene, Michael	Katy ISD	3	Taylor Ray
Kennett, Carmen A.	Fort Bend ISD	4	Campbell
Kennett, Gerardo J.	Fort Bend ISD	2	Campbell
Kimbriel, Joseph	Fort Bend ISD	8	Briscoe Jr.
Kipping, Trevor	Fort Bend ISD	12	Foster
Koerth, Austin	Fort Bend ISD	7	Reading Jr.
Koerth, Christie	Fort Bend ISD	3	Campbell
Koerth, Katie	Fort Bend ISD	8	Reading Jr.
Kolacny, Grace	Wharton ISD	11	George Ranch
Konyha, Parker	Fort Bend ISD	1	Hutchison
Kovar, Julia	Needville ISD	4	Jane Long
Kucera, Millinda	Sweeny ISD	6	Navarro
LaCount, Abigail	Bellville ISD	4	Huggins
LaCount, Hannah	Bellville ISD	4	Huggins
LaCount, Joshua	Bellville ISD	7	Briscoe Jr.
Lang, Morgan	Katy ISD	5	Hutchison
Lang, Zachary	Katy ISD	3	Hutchison
Latham, Skylar	Fort Bend ISD	3	Frost
Lebron, Sean	Fort Bend ISD	4	Jane Long
Lionberger, Luke T.	Fort Bend ISD	11	Foster
Lionberger, Rhylee M.	Fort Bend ISD	9	Foster
Lopez, Sara	Katy ISD	4	Hubenak
Love, Carter	Fort Bend ISD	1	Dickinson
Luna, Annaliese	Needville ISD	K	Thomas
Luna, Benjamin	Needville ISD	Pegasus	Thomas

Manion, Caden	Katy ISD	K	Huggins
Maresh, Blake	Needville ISD	3	Frost
Maresh, Claire	Needville ISD	1	Frost
Maresh, Grant	Needville ISD	6	Wertheimer
McCune, Jacob	Fort Bend ISD	6	Wertheimer
McCune, Jaxon	Fort Bend ISD	5	Frost
McDonald, Evvalee	Wharton ISD	2	Hubenak
McDonald, Savannah	Wharton ISD	3	Hubenak
Meghani, Kaainaat	Fort Bend ISD	3	Taylor Ray
Mendoza, Davyd	Needville ISD	5	Bowie
Merrick, Keith Thomas Jr.	Fort Bend ISD	K	Frost
Miles, Hayden Parker	Brazos ISD	3	Dickinson
Monroe, Crishelle	Fort Bend ISD	10	Foster
Montalvo, Randy	Needville ISD	11	George Ranch
Montalvo, Samantha	Needville ISD	10	George Ranch
Montes, Karen Beth	Needville ISD	3	Taylor Ray
Montier, Brock	Sealy ISD	2	Austin
Montier, Madison	Sealy ISD	5	Austin
Moseley, Brittany	Fort Bend ISD	6	Wertheimer
Myers, Skyler Allen	Fort Bend ISD	2	Austin
Ordeneaux, Kyla	Needville ISD	3	Velasquez
Parnell, Isaiah	Fort Bend ISD	11	George Ranch
Parnell, Xavier	Fort Bend ISD	9	George Ranch
Pastran, Legacy	Alief ISD	4	Pink
Patton, Shira	Fort Bend ISD	4	Dickinson
Phillips, Jayna Nicole	Brenham ISD	K	Huggins
Phillips, Sean B.	Needville ISD	6	Reading Jr.
Poland, McKinlea	Katy ISD	1	Jane Long
Prihoda, Tanner	Needville ISD	6	Navarro
Prince, Lauren Ashley	Katy ISD	1	Austin
Ramirez, Noemi	Brazos ISD	12	Foster
Ramos, Gabriel	Fort Bend ISD	3	Huggins
Ramsey, Danielle	Fort Bend ISD	3	Hutchison
Reed, Timothy	Fort Bend ISD	2	Thomas
Reed, Tristyn	Fort Bend ISD	3	Thomas
Robidax, Haydn	Alief ISD	4	Williams
Saenz, Salma	Katy ISD	K	Taylor Ray
Saenz, Sarah	Katy ISD	K	Taylor Ray
Saenz, Sophia	Katy ISD	K	Taylor Ray
Salinas, Selena	Needville ISD	10	Terry
Serna, Edward A.	Needville ISD	8	George Jr.
Shulse, Elijah	Fort Bend ISD	2	Austin
Simpson, Madison	Wharton ISD	4	Taylor Ray
Smith, Madalyn	El Campo ISD	10	George Ranch
Stubbs, Jackson	Fort Bend ISD	K	Williams
Tannery, Benjamin	Katy ISD	9	Terry
Tannery, Samantha	Katy ISD	11	Terry
Torres, Kaithlyn	Fort Bend ISD	5	Taylor Ray
Torres, Randy	Needville ISD	11	George Ranch
Torres, Rebecca	Needville ISD	6	Reading Jr.
Torres, Ricardo	Fort Bend ISD	3	Taylor Ray
Unruh, Kyle	Fort Bend ISD	10	George Ranch
Vaughn, James	Royal ISD	11	Foster
Villagomez, Cale	Brazos ISD	10	Lamar

Waddill, Blake	Fort Bend ISD	K	Velasquez
Waddill, Braden	Fort Bend ISD	2	Velasquez
Waddill, Briley	Fort Bend ISD	4	Velasquez
Wandling, Ashley	Fort Bend ISD	4	Campbell
Wandling, Tyler	Fort Bend ISD	10	George Ranch
Williams, Ashlynn	Fort Bend ISD	K	Campbell
Williams, Branson	Fort Bend ISD	1	Campbell
Williams, Brennen	Fort Bend ISD	1	Hutchison
Williams, Bryce	Fort Bend ISD	1	Hutchison
Williams, Kirby L.	Fort Bend ISD	4	Hutchison
Wright, Jenna	Sealy ISD	6	Wertheimer
Yearby, Adrian	Fort Bend ISD	12	Foster

**CONSIDER APPROVAL OF
LOCAL FOOD AND CATERING SERVICES**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposals for an annual contract for local food and catering services.

IMPACT/RATIONALE:

Purchases may be made for food and catering services from each campus or department's local funds. This type of award is beneficial to the District because it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

The intent of RFP #12-2012 is to establish an annual contract to qualified vendors for food, catering and delivery services. The categories included in this proposal are:

Breakfast	Platters and Trays
Boxed Lunches	Lunch/Dinner Specials
Beverages	Desserts
Pizza & Pizza Related Products	Bakery Delicacies
Pre-Prepared Food Items	

Purchasing is recommending an award to all vendors who submitted a completed proposal package regardless of discount and prices.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
RFP# 12-2012
Annual Contract for Local Food and Catering Services
April 19, 2012

Vendor Name	Breakfast	Platters and Trays	Boxed Lunches	Lunch/ Dinner Specials	Beverages	Desserts	Pizza & Related Products	Bakery Delicacies	Pre-Prepared Foods	Minimum Order	Delivery Charges	Setup Charges	Per Server Fee	Utensil Fee
36 Bar & Grill/EC Catering	No bid	Per menu	Per menu	Per menu	Yes	Per menu	No bid	Per menu	Per menu	50.00-175.00*	10.00 if 50.00-200.00	0.00	0.00	0.00
Affairs with Flairs	Per menu	Yes	Yes	Per menu	Yes	Per menu	No bid	No bid	No bid	150.00	30.00	10.00	17.50/hr	0.00
Another Time Soda Fountain	Yes	Yes	Yes	Yes	Yes	Yes	No bid	Yes	No bid	20.00	Negotiable	0.00	0.00	0.00
Ben's Chuck Wagon	Yes	Per menu	Yes	Per menu	Yes	Yes	No bid	Yes	No bid	150.00	20.00-30.00*	0.00	0.00	0.00
Bob's Taco Station	Yes	Yes	Yes	Yes	No bid	No bid	No bid	No bid	No bid	15.00	2.50	0.00	0.00	0.00
Bullrito's	No bid	Per menu	Per menu	Per menu	No bid	No bid	No bid	No bid	No bid	30.00	0.00	0.00	0.00	0.00
Carino's Italian	No bid	Per menu	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	No bid	100.00	20.00 + \$1/mile>15	10%	75.00	0.00
Carlos #1 Tacos	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	No bid	Per menu	Per menu	200.00-300.00*	0.00	0.00	0.00	0.00
Chick-Fil-A	Per menu	Per menu	Per menu	No bid	Per menu	Per menu	No bid	No bid	No bid	100.00	0.00	0.00	0.00	0.00
Dominos Pizza	No bid	No bid	No bid	No bid	No bid	No bid	Per menu	No bid	No bid	10.00	1.25	0.00	0.00	0.00
Double Dave's Pizzaworks	No bid	No bid	Per menu	Per menu	No bid	Per menu	Per menu	No bid	No bid	25.00	2.00	0.00	0.00	0.00
Freebird's World Burritos	Yes	Per menu	Per menu	Per menu	Yes	Per menu	No bid	No bid	No bid	100.00	Negotiable	0.00	0.00	0.00
Greatwood-New York Pizzeria	Yes	Yes	Yes	Per menu	Per menu	Per menu	Per menu	No bid	Yes	100.00	10%-15%	Included	Included	0.00
Italian Maid Café	Per menu	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	No bid	No bid	100.00	25.00	45.00	15.00/hr	0.00
La Cocina Mexican Restaurant	Yes	Per menu	Per menu	Per menu	Yes	Per menu	No bid	No bid	No bid	15.00-75.00*	5.00-25.00*	45.00	60.00	0.00
Lasagna House	No bid	Per menu	No bid	Per menu	Per menu	Per menu	Per menu	No bid	No bid	100.00	20.00 + \$2.50/mile>20	35.00 min	18%	0.00
Lenny's Sub Shop	No bid	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	Per menu	No bid	25.00	0.00	0.00	0.00	0.00
Little Caesars	No bid	No bid	No bid	No bid	No bid	No bid	Per menu	No bid	No bid	20.00	0.00	0.00	0.00	0.00
Logan Farms	Per menu	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	Per menu	No bid	50.00-150.00*	Negotiable	Negotiable	Negotiable	5%
Lone Star Kolaches	Per menu	Per menu	Per menu	No bid	Per menu	No bid	No bid	Per menu	No bid	30.00	10.00	0.00	0.00	0.00
McAlister's Deli	Per menu	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	Per menu	No bid	50.00	8.00	0.00	0.00	0.00
Panera Bread	Per menu	Per menu	Per menu	Per menu	Per menu	Per menu	No bid	Per menu	No bid	50.00	5.00	0.00	0.00	0.00
Papa Mex	Per menu	No bid	No bid	Per menu	Per menu	Per menu	No bid	Per menu	Per menu	50.00-75.00*	0.00	0.00	20.00	20.00
Pepperoni's	No bid	Per menu	Yes	Per menu	Yes	No bid	Per menu	No bid	No bid	12.00	2.00	0.00	0.00	0.00
Safari Texas Ranch	Per menu	Per menu	Per menu	Per menu	No bid	Yes	No bid	No bid	No bid	100.00-150.00*	50.00-100.00*	Included	75.00	3.50 ea
Schulzes Bar BQ	No bid	Per menu	No bid	Per menu	No bid	No bid	No bid	No bid	No bid	550.00-950.00*	0.00	0.00	0.00	0.00
Shipley Donut	No bid	No bid	No bid	No bid	No bid	No bid	No bid	Yes	No bid	0.00	0.00	0.00	0.00	0.00
Skeeters Mesquite Grill	Yes	Yes	Yes	Per menu	Yes	Yes	No bid	No bid	No bid	150.00-450.00*	0.00	0.00	0.00	0.00
Sugar Shack Bakery	Yes	No bid	No bid	No bid	No bid	Yes	No bid	Yes	No bid	25.00	0.00	0.00	0.00	0.00
Sweet Tomatoes	No bid	No bid	No bid	Per menu	Per menu	No bid	No bid	No bid	Per menu	100.00	5.00	0.00	0.00	0.00
Sweet Tooth	No bid	No bid	No bid	No bid	No bid	Per menu	No bid	No bid	No bid	10.00	10.00+	0.00	0.00	0.00
Swinging Door	No bid	No bid	Yes	Yes	Yes	Yes	No bid	Yes	Yes	150.00	25.00	0.00	0.00	0.00
TG's To Go	Per menu	Per menu	No bid	Per menu	Per menu	Per menu	No bid	Per menu	No bid	30.00-50.00*	5.00-10.00*	0.00	0.00	1.95 ea

* Minimum order and delivery charges vary depending on category.

**CONSIDER APPROVAL OF CHANGES TO THE DISTRICT'S HEALTH PLAN
MAKING DENTAL INSURANCE AN ELECTIVE BENEFIT**

RECOMMENDATION:

That the Board of Trustees approve Dental Insurance as an elective benefit.

IMPACT AND RATIONALE:

Reductions in District funding from the State for the 2011-2012 fiscal year continue to present challenges for the strategic planning of the medical/Rx plan(s). Additionally, increases in medical and pharmacy costs and the challenges associated with the Patient Protection and Affordable Care Act (PPACA) impact the District's health plan.

To meet the revenue and expense projections for the 2012-2013 plan year, the District's recommendation is to eliminate the dental plan as an "embedded" benefit with the medical/Rx plan(s).

PROGRAM DESCRIPTION:

The District will offer employees and their dependents a choice of three (3) *elective* dental plans. As a result of this change, no increase will be necessary to the medical/Rx plan rates for the 2012-2013 plan year. This change is consistent with the ongoing communication presented to the insurance committee monthly meetings.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Lamar Consolidated Independent School District



Projected Benefits and Rates - 2012-2013 Plan Year Voluntary Dental - PPO

	<u>High Plan</u>	<u>Mid Plan</u>	<u>Low Plan</u>
<u>Monthly Rates</u>			
Employee Only	\$30.00	\$22.00	\$12.50
Employee + Spouse	\$53.00	\$39.50	\$21.75
Employee + Children	\$76.00	\$57.00	\$31.50
Employee + Family	\$105.00	\$79.00	\$43.75
<u>Proposed/Projected Benefits (In-Network or Out-of-Network)</u>			
Individual Deductible	\$100	\$100	\$100
Family Deductible	\$300	\$300	\$300
Annual Maximum	\$1,500	\$750	\$375
Orthodontic Lifetime Maximum	\$1,500	\$750	\$0
<u>Preventive & Diagnostic (Deductible Waived)</u>			
Prophylaxis (Cleanings - 2) <small>(Cleanings do not accrue to annual maximum)</small>	100%	100%	100%
Radiographs	100%	100%	100%
Fluoride	100%	100%	100%
<u>Basic Services</u>			
Restorations (Amalgams)	80%	70%	50%
General Services	80%	70%	50%
Simple Extractions	80%	70%	50%
Root Canal Treatment	80%	70%	50%
Periodontics	80%	70%	50%
Repairs to Dentures, etc.	80%	70%	50%
<u>Major Services</u>			
Crowns	50%	40%	50%
Fixed Bridges	50%	40%	50%
Inlays and Onlays	50%	40%	50%
<u>Orthodontics</u>			
Diagnosis or correct misalignment of teeth or bite	50%	50%	0%

CONSIDER APPROVAL OF BLANKET EASEMENT AT THE NEW ELEMENTARY #22

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy blanket easement with terms and conditions for the New Elementary #22 campus.

IMPACT/RATIONALE:

CenterPoint Energy is requesting this easement to begin the construction of permanent electrical service to the New Elementary #22. The terms and conditions are applicable to this request to CenterPoint Energy for the underground service for the New Elementary #22. The underground electrical service is required by the development regulations.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will begin design and construction of the permanent electrical service to the New Elementary #22 campus.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



February 28, 2012

Job #60698011

Re: Lamar Consolidated I.S.D.
Elementary School #22
7910 Winston Ranch Pkwy

Please find attached the Terms and Conditions (T&C) package, applicable for providing Lamar Consolidated I.S.D. with the requested underground service of 736 kVA from a 750 kVA, 34.5 kV - 480Y/277 volt, 3 phase, 4 wire, pad mounted transformer.

After applying a credit for standard underground service, the cost for the facilities required to provide the requested underground service is as follows:

REQUESTED UNDERGROUND SERVICE (Ducts & pad by Lamar Consolidated I.S.D.)	\$1,000
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The above cost is based on using CenterPoint Energy's (CNP) standard installation equipment and includes no overtime premiums. The standard underground service credit is based on installing (1) 750 kVA, pad mounted transformer located within one-hundred (100) feet of the terminal pole and associated underground facilities.

The above cost and attached T&C package are effective for 365 days from the date of this memorandum, provided the field conditions existing as of this date and location of the facilities shown on the attached sketches remain the same. After that time, the T&C package and cost must be reviewed by the Major Underground Engineering (MUG) before a final commitment is made to Lamar Consolidated I.S.D.

Please review the attached T&C package and Facilities Extension Agreement (FEA). Sign the cover sheet of the T&C package, the second page of the FEA and the last page of the Addendum. Return these original documents, as well as any required remittance to my office. Note that the information contained in the package is applicable for the life of the service.

Before beginning the required underground construction, please arrange for a pre-construction meeting with the MUG and Lamar Consolidated I.S.D.'s contractors.

If any additional information is required, contact me at 713-207-6120.

Thank you.

Adam McDonald
3000 #A Harrisburg
Houston, Texas 77003

**TERMS & CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CONSOLIDATED I.S.D.
ELEMENTARY SCHOOL #22
7910 WINSTON RANCH PKWY**

Job #60698011

CenterPoint Energy (CNP)
Major Underground Engineering
P. O. Box 1700; Houston, Texas 77251-1700

REFERENCE LAMAR CONSOLIDATED I.S.D. DRAWINGS:

Site Plan	Drawing #: <u>E1.00</u>	Dated: <u>February 3, 2012</u>
Utility Plan	Drawing #: <u>E1.00</u>	Dated: <u>February 3, 2012</u>
Electrical One-Line	Drawing #: <u>E5.01</u>	Dated: <u>February 3, 2012</u>
Load Analysis	Drawing #: <u>E5.01</u>	Dated: <u>February 3, 2012</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	March 24, 2011
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____


Signature

Title

Date

Print Name

If this Terms & Conditions package is signed by anyone other than an official from Lamar Consolidated I.S.D., it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

					CenterPoint Energy Houston, Texas		
					WRITTEN	ADM	2/28/12
					CHECKED	RJG	2/28/12
					APPROVED	RED 	2/28/12
					SHEET 1 OF 13 SHEETS		
NO.	DATE	ITEMS REVISED	BY	56H	APP		

GENERAL

A. These Terms and Conditions are for a service arrangement for Lamar Consolidated I.S.D. Lamar Consolidated I.S.D. and/or its contractors/representatives are herein referred to as the Customer.

B. Service to be provided by CenterPoint Energy (CNP) from (1) 750 kVA, 34.5 kV – 480Y/277 V, three phase, four wire, pad mounted transformer.

C. The CNP Major Underground Engineering (MUG) representative is Adam McDonald at 713-207-6120 or Adam.McDonald@CenterPointEnergy.com.

The CNP Service Area Consultant is William Wilcox, Jr. at 281-561-2924.

D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.

E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.

F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.

Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have the MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.

G. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.

H. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from the MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 16,957 amperes symmetrical, with an X/R ratio of 8.0.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. The MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (available upon request). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to the Major Underground Department at (713) 207-6229. Job #60698011 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the MUG representative.

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

DUCTBANK INSTALLATION (continued)

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

INDEMNIFICATION AND LIABILITY LIMITS

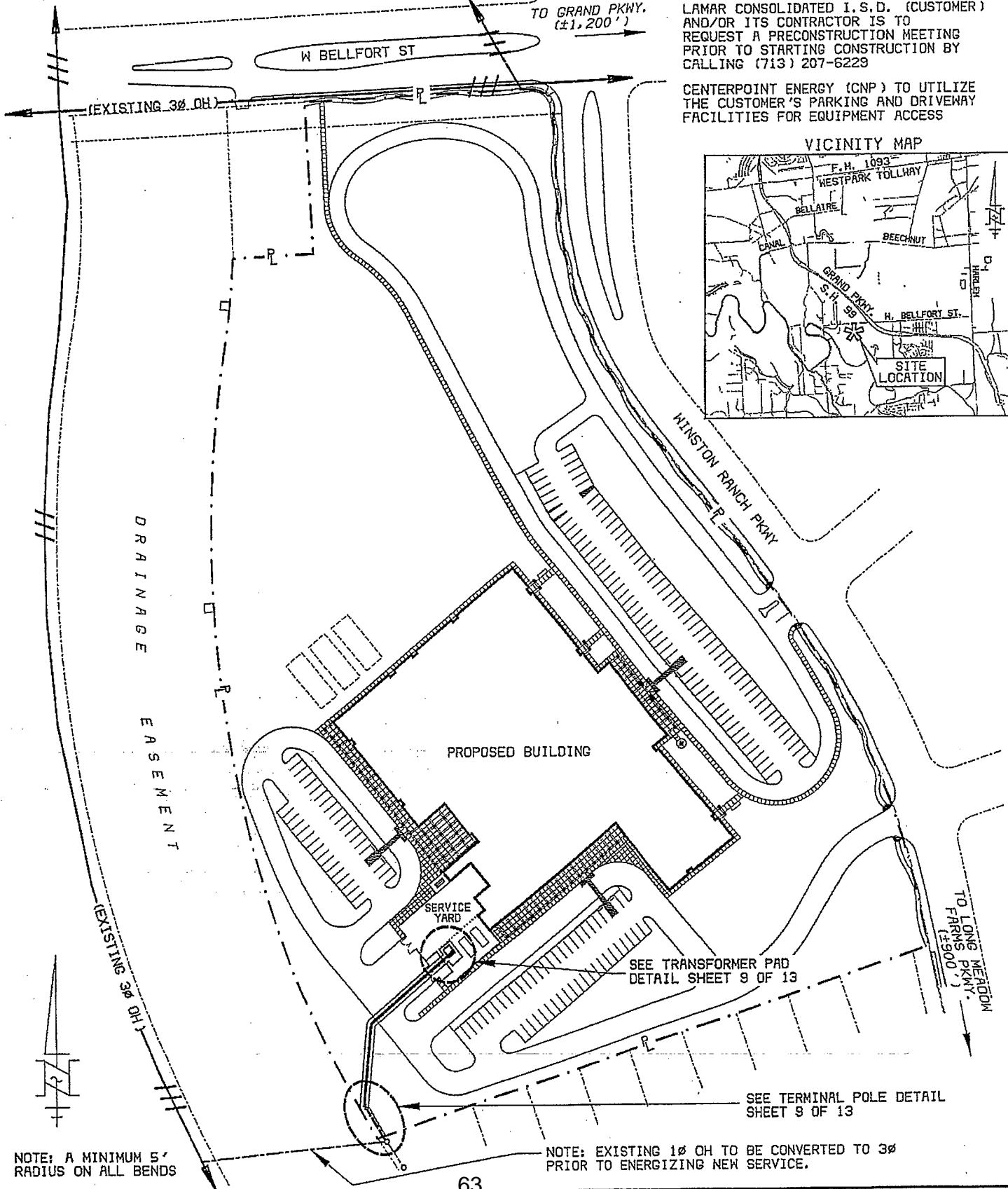
Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *(see Governmental Entity Addendum if applicable.)*



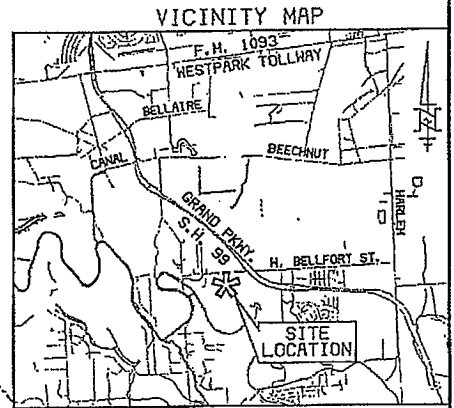
GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4453	D4	525-Z		N. T. S.	OB46	60698548



LAMAR CONSOLIDATED I.S.D. (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

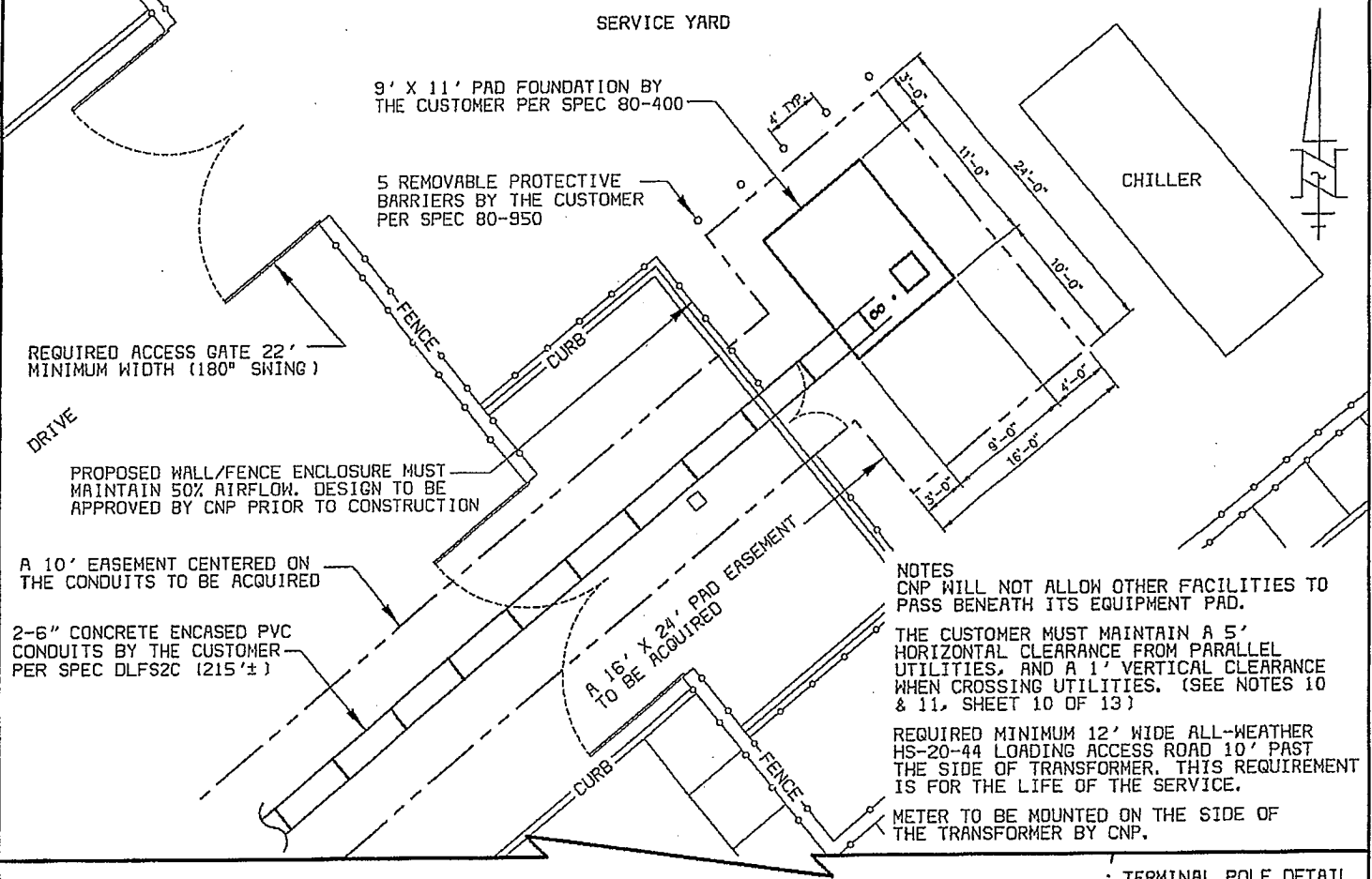
CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS



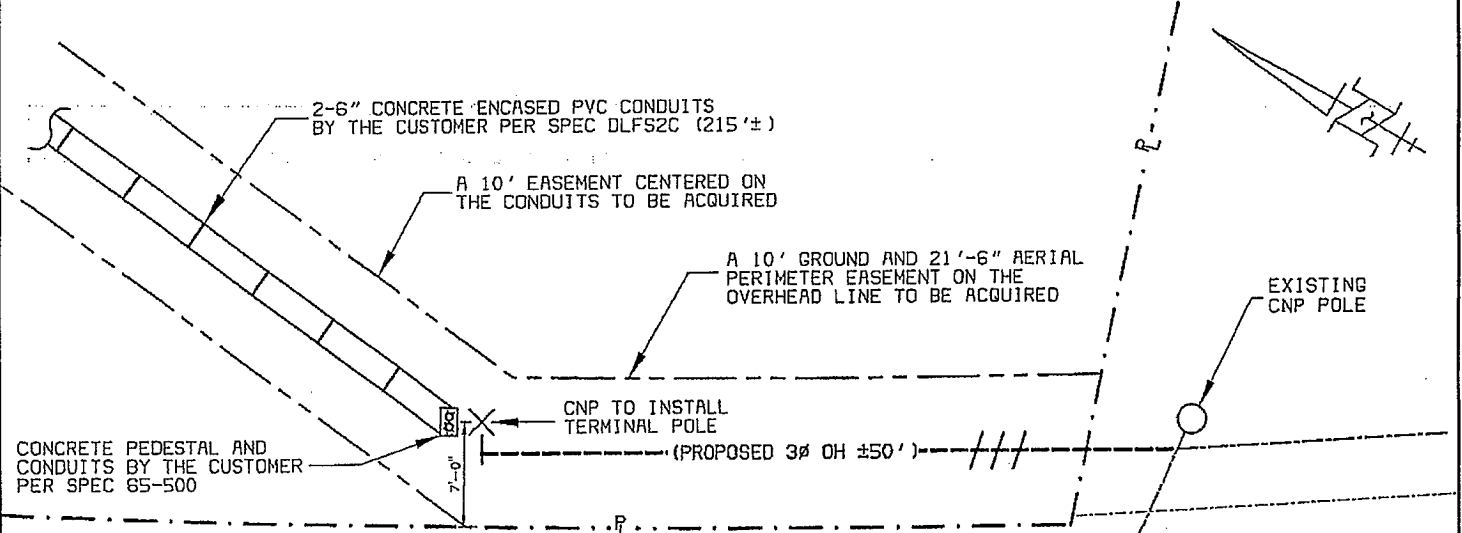
DETAIL SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4453	D4	525-Z		N. T. S.	OB46	60698548

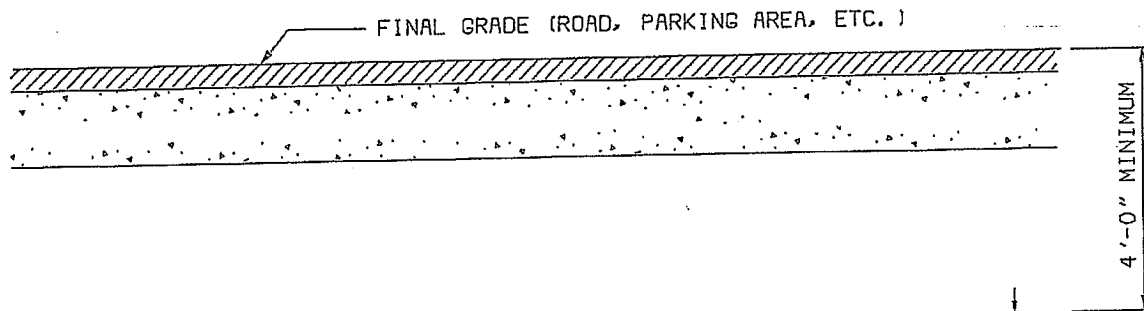
TRANSFORMER PAD DETAIL



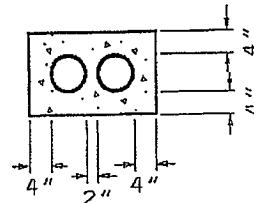
TERMINAL POLE DETAIL



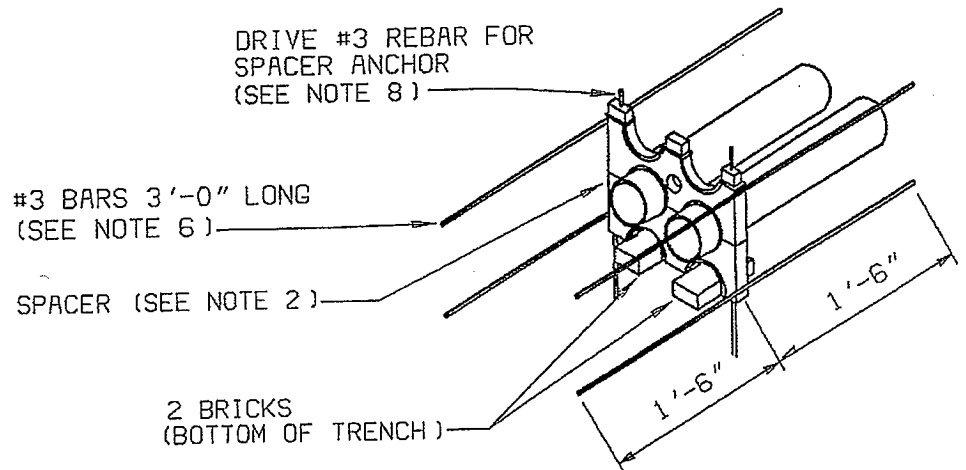
NOTE: EXISTING 1Ø OH TO BE CONVERTED TO 3Ø PRIOR TO ENERGIZING NEW SERVICE.



NOTE:
THE CUSTOMER AND/OR ITS CONTRACTOR
IS TO REQUEST A PRECONSTRUCTION MEETING
PRIOR TO STARTING CONSTRUCTION BY CALLING
(713) 207-6229.



2 - 6"
CONDUITS



DRIVE #3 REBAR FOR
SPACER ANCHOR
(SEE NOTE 8)

#3 BARS 3'-0" LONG
(SEE NOTE 6)

SPACER (SEE NOTE 2)

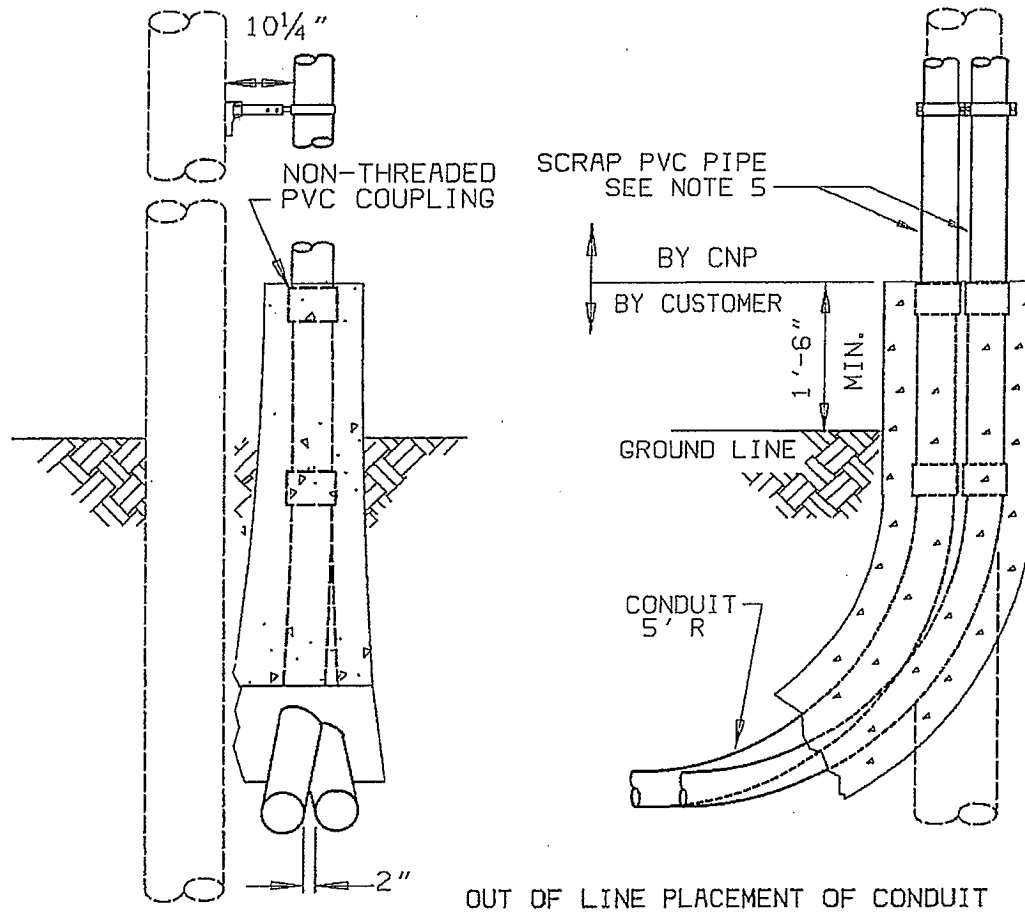
2 BRICKS
(BOTTOM OF TRENCH)

NOTES:

1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK
FEEDER

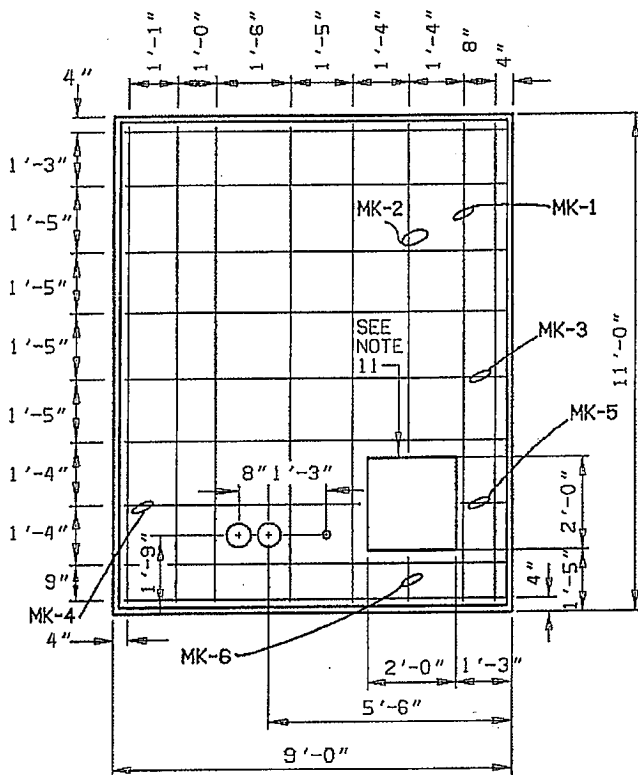
BASED ON DISTRIBUTION STANDARD DLFS2C



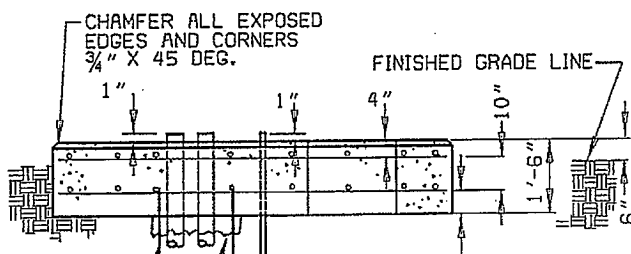
NOTES:

1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, BUT DO NOT GLUE, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

03048B/080807



PLAN



ELEVATION

CHAMFER ALL EXPOSED EDGES AND CORNERS 3/4" X 45 DEG.
FINISHED GRADE LINE
COLD JOINT REBAR EXTENDING INTO PAD
CONCRETE ENCASUREMENT TO BE POURED NO HIGHER THAN BOTTOM OF PAD
2" PVC CONDUIT TO EXTEND BELOW CONCRETE ENCASUREMENT

NOTES:

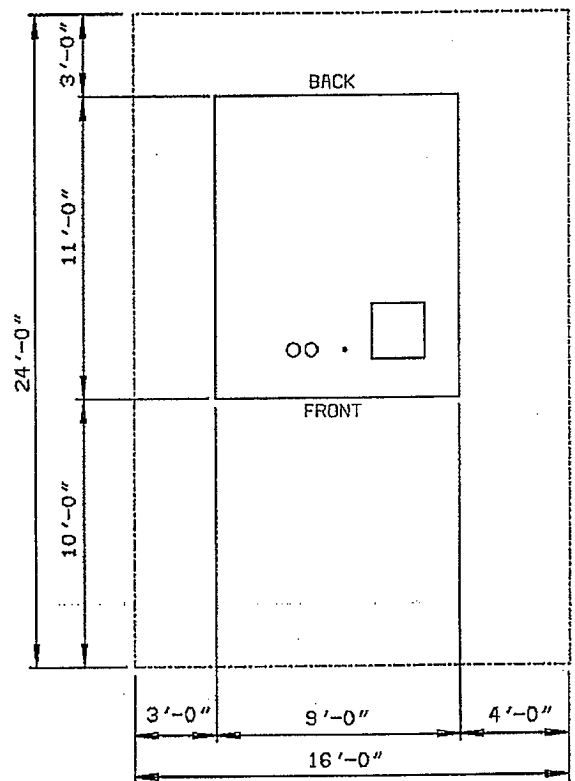
1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
9. REINFORCING SHALL HAVE A MINIMUM OF 2 1/2" CONCRETE COVER.
10. SLOPE PAD 1" FRONT TO BACK.
11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

REINFORCING SCHEDULE PER FOUNDATION

MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION

DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5 1/2 CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT

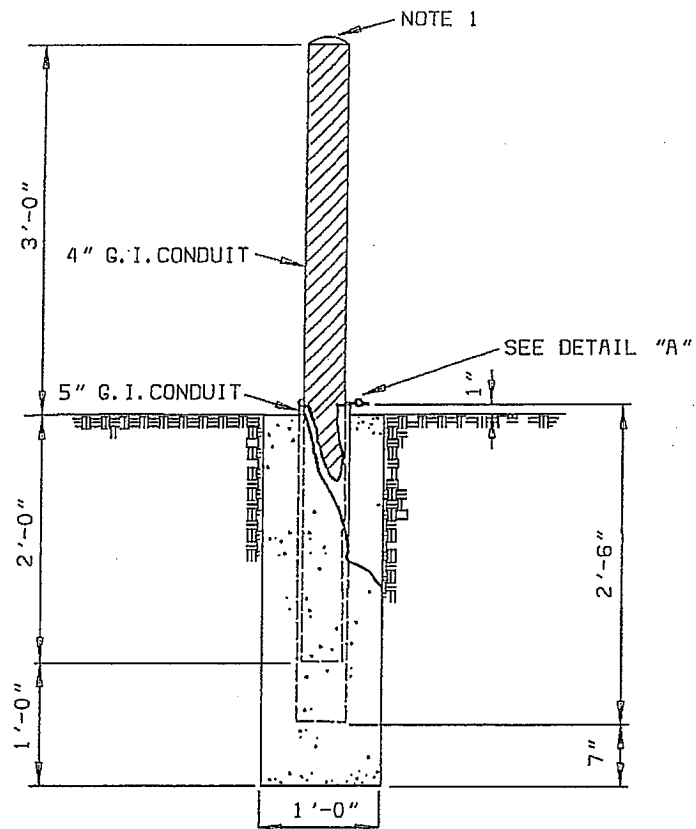


MINIMUM EASEMENT REQUIREMENTS

EQUIPMENT WEIGHT 43,000 LBS MAXIMUM

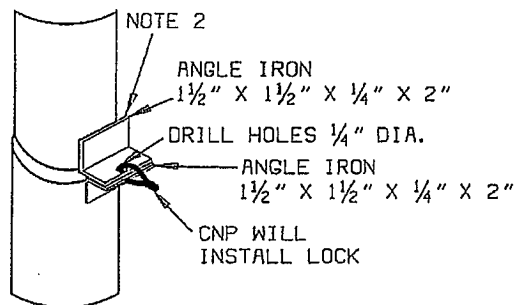
500-5000 KVA PMT FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400



PROTECTIVE BARRIER
(REMOVABLE)

INSTALL ON
APPROXIMATELY
4' CENTERS
AS SPECIFIED
ON SKETCH



DETAIL "A"

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT.
ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

PROTECTIVE BARRIER
(REMOVABLE)

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and Lamar Consolidated I.S.D. ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of Elementary School #22 located at 7910 Winston Ranch Pkwy ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at 7910 Winston Ranch Pkwy.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "Agreement") under which underground electric service will be provided to the Facility. "Effective Date" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. Customer as Governmental Entity.

(a) Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or

effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement would be enforceable against Customer under Applicable Laws (as defined below).

(b) Terms and conditions in the Agreement relating to limitations of the type described in Section 2(a) will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE

NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).*

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 6 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 7 must be signed by an officer or other representative of that Party authorized to do so.

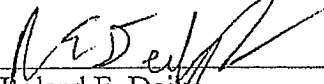
In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 
Name: Roland E. Deike
Title: Engineering Manager

CUSTOMER:

LAMAR CONSOLIDATED I.S.D.

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By: _____
Name: _____
Title: _____

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS**6.3.1 FACILITIES EXTENSION AGREEMENT**

This Facilities Extension Agreement is entered into by and between _____
LAMAR CONSOLIDATED I.S.D., herein called "Retail
 Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter
 referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade,
 conversion, relocation, de-energization or removal of Company's Delivery System, including temporary
 facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at _____
7910 WINSTON RANCH PKWY

The Company agrees to accept payment of _____ \$1,000 Dollars
 to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection
 with the Retail Customer request to extend Company facilities to the above described location as
 follows: CUSTOMER RESPONSIBLE FOR THE DIFFERENCE IN COST BETWEEN
STANDARD UNDERGROUND SERVICE AND REQUESTED UNDERGROUND
SERVICE. THERE ARE NO OVERTIME PREMIUMS INCLUDED WITHIN THIS
COST DIFFERENCE.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer
 prior to commencement of construction, Company agrees to install and operate lines and
 equipment necessary to distribute electric service to the identified location under the following
 General Conditions:

- Company shall at all times have title to and complete ownership and control over
 facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to
 extend Company facilities) and sign and return this Agreement before Company can
 proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and
 rights of way

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By Adam McDonald

Adam McDonald
(name printed or typed)

Title Associate Engineer

Date 2/7/12

Retail Customer

By _____

(name printed or typed)

Title _____

Date _____

**SHORT FORM BLANKET EASEMENT
3-PHASE OVERHEAD AND UNDERGROUND**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }
 } KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND}

THAT, Lamar Consolidated Independent School District, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, all or in part, an exclusive, unobstructed, perpetual **blanket** easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution and communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, (hereinafter referred to as "Facilities"), lying within the following described lands owned by Grantor, to wit:

That certain 14.6179-acre tract or parcel of land out of the Randall Jones Survey, Abstract 42, in Fort Bend County, Texas, being the same property described in a deed from LM Development, LP to Lamar Consolidated Independent School District, dated April 15, 2010 and filed of record under County Clerk's File No. 2010034802 in the Official Records of Fort Bend County, Texas.

The locations of Facilities shown on the attached Exhibit "A" are approximate. Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such Laws and Codes apply to Grantor, its successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Areas fall within Residential Developments.

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of the above described property will permit. Grantee further reserves the right to extend services and drops within the herein described property and to adjacent land owners from said Facilities.

Grantor shall not allow other utilities to cross within twenty-four (24) inches of Grantee's Facilities.

No structures shall be permitted closer than five (5) feet to the centerline of any below ground and above ground Facilities.

No structures shall be permitted closer than fifteen (15) feet to the centerline of any overhead electrical Facilities, beginning at a plane sixteen (16) feet above the ground and

extending upward.

If Grantor, its successors or assigns should, at any future date, request that the easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot easement for underground facilities;
- 2.) A ten (10) foot easement with ten (10) foot aerial easement adjoining both sides of said ten (10) foot easement for facilities that are not located adjacent to property lines;
- 3.) A ten (10) foot easement with an adjoining eleven (11) foot, six (6) inch aerial easement for perimeter facilities;
- 4.) A fourteen (14) foot easement with an adjoining seven (7) foot, six (6) inch aerial easement for perimeter facilities;
- 5.) A sixteen (16) foot easement with an adjoining five (5) foot, six (6) inch aerial easement for perimeter facilities;
- 6.) An easement sixteen (16) feet wide and twenty-four (24) feet long for Grantee's pad-mounted transformer station purposes.

Grantee further agrees to release the herein above described blanket easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities.

together with the additional right to remove from said easement and land adjoining thereto, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantees, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

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

Given under my hand and seal of office this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF FORT BEND}

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 14.6179-acre tract or parcel of land out of the Randall Jones Survey, Abstract 42, in Fort Bend County, Texas, being the same property described in a deed from LM Development, LP to Lamar Consolidated Independent School District, dated April 15, 2010 and filed of record under County Clerk's File No. 2010034802 in the Official Records of Fort Bend County, Texas.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this _____ day of _____, 20__.

Lamar Consolidated Independent School District

BY: _____
Signature

Title

Name typed or printed

SUBSCRIBED and SWORN before me this _____ day of _____,
20_____.

Notary's Signature

Name typed or printed

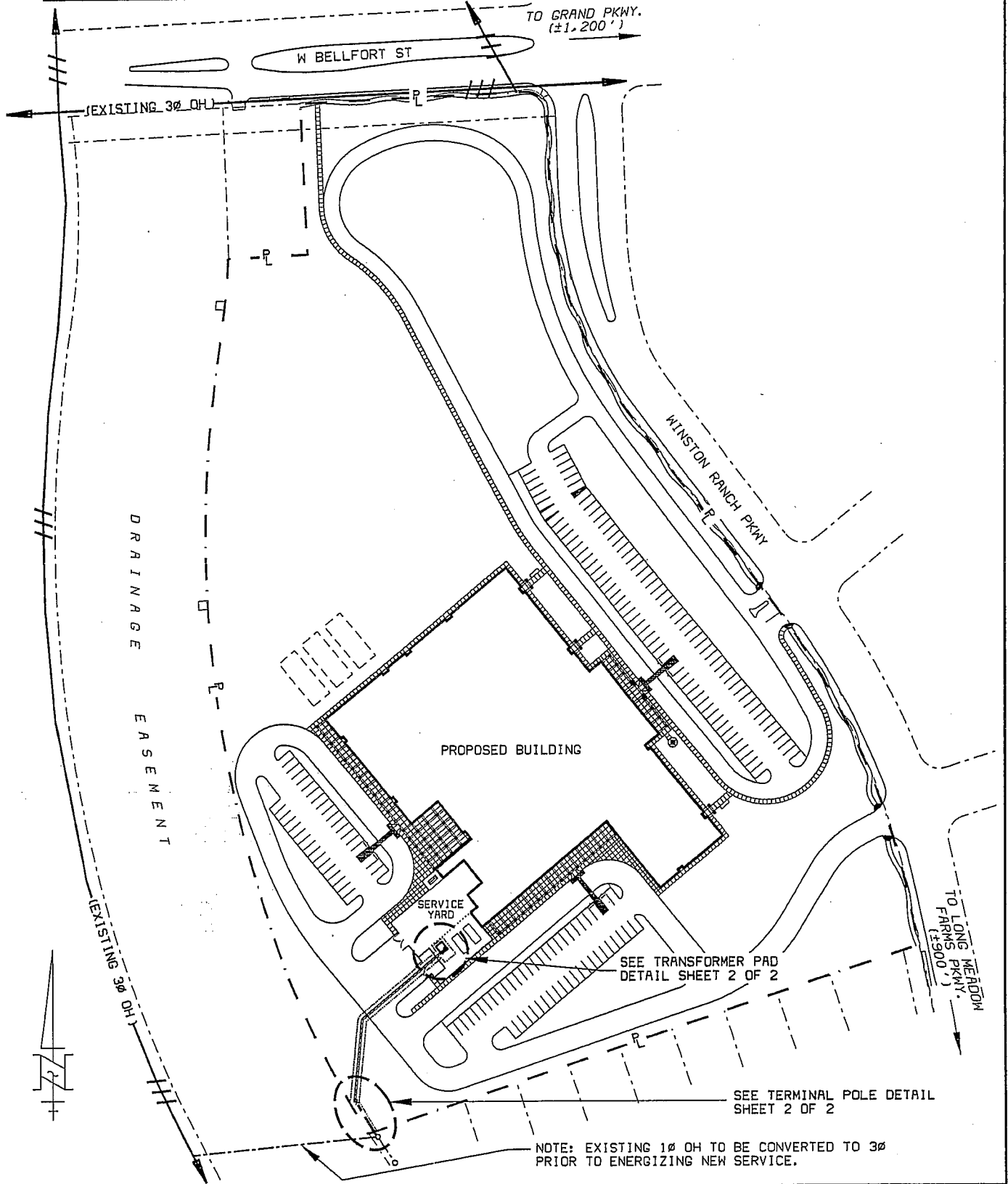
Commission Expires

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



SURVEY SKETCH

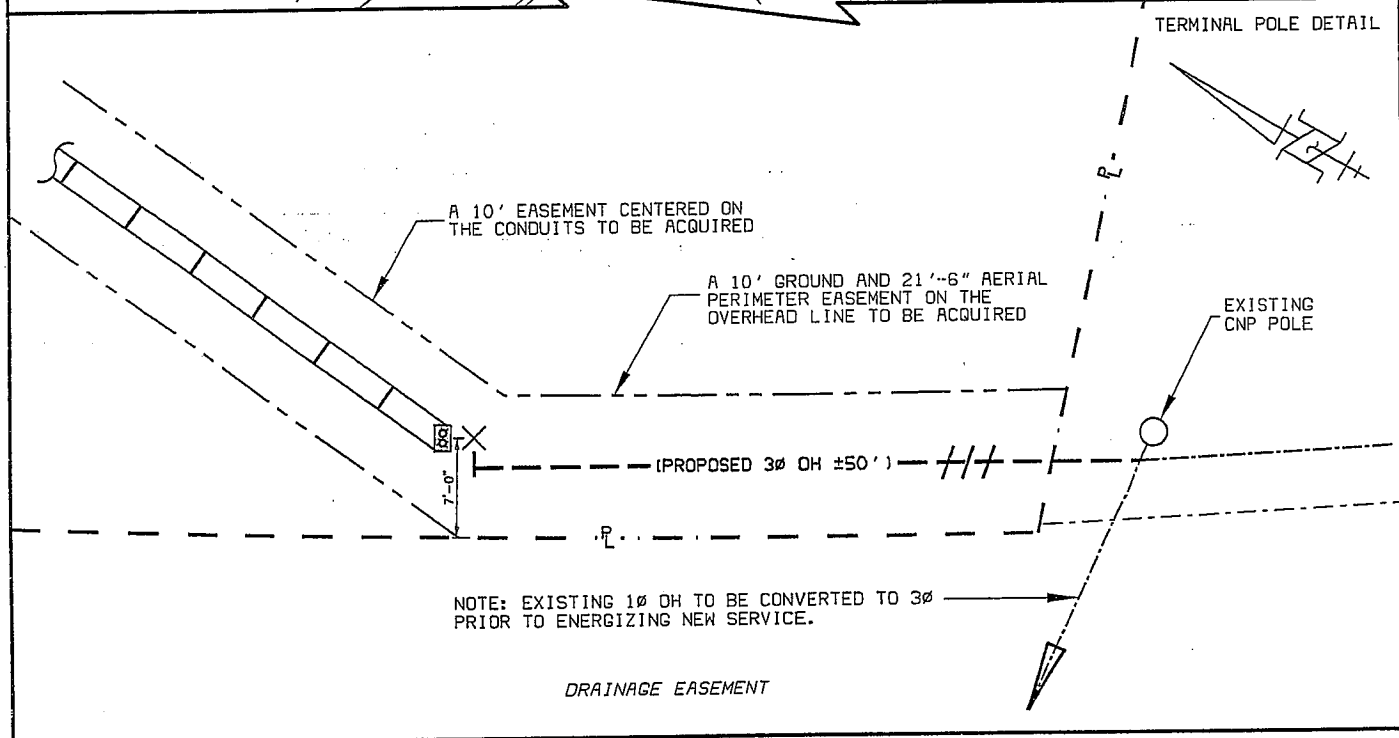
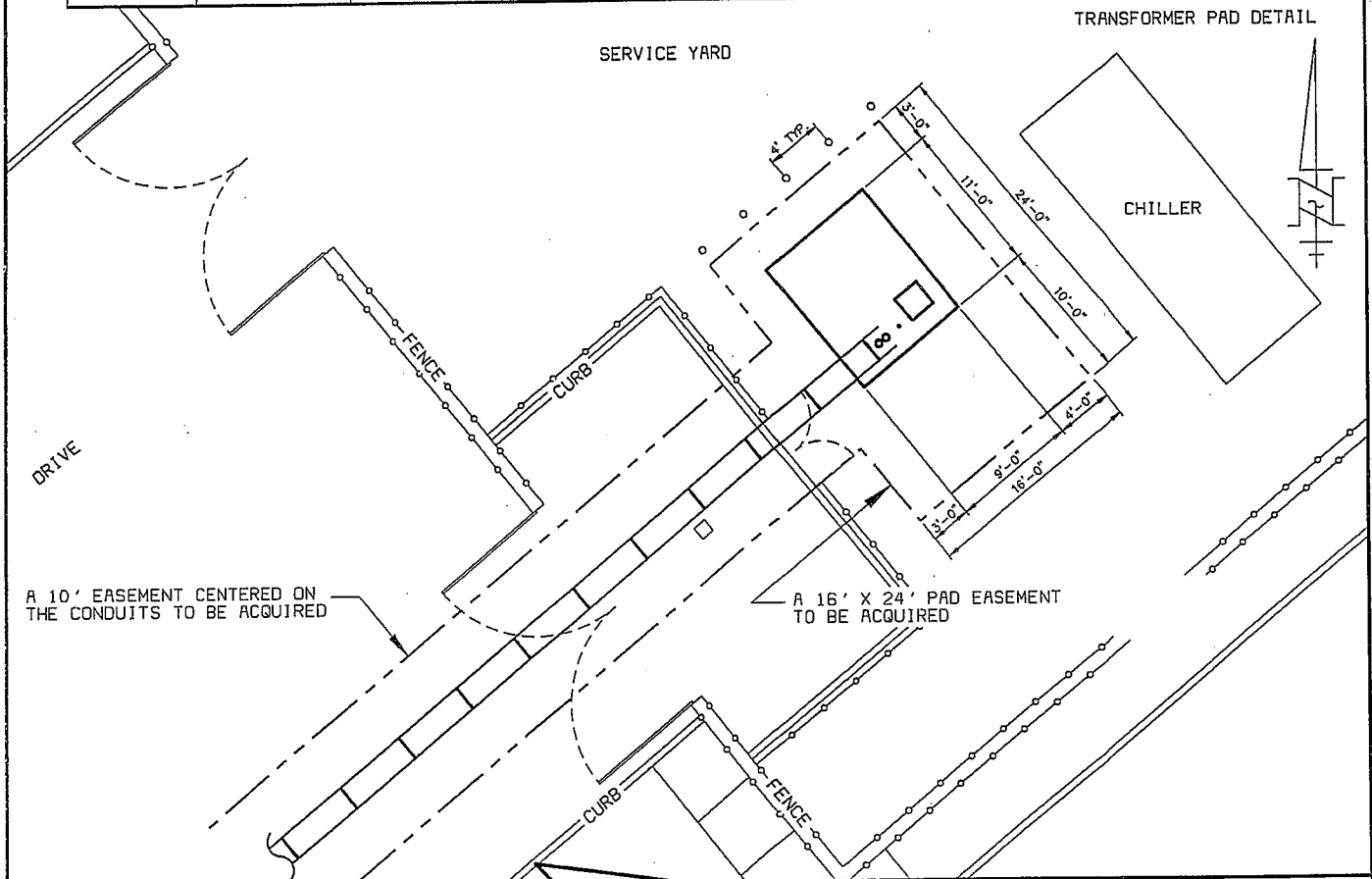
LAMBERT	SECTION	KEY MAP	SCALE	CIRCUIT	ORDER NO.
4453	D4	525-Z	N. T. S.	OB46	60698548





SURVEY SKETCH

LAMBERT	SECTION	KEY MAP	SCALE	CIRCUIT	ORDER NO.
4453	D4	525-Z	N. T. S.	0B46	60698548



**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE NEW
ELEMENTARY #22**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of the new elementary #22 not to exceed \$72,147.

IMPACT RATIONALE:

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

PROGRAM DESCRIPTION:

Material testing is a process during construction that insures materials are installed correctly. These reports are crucial in the construction of the new elementary #22.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



March 26, 2012

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
Elementary School No. 22
7910 Winston Ranch Parkway
Richmond, Texas 77406
Terracon Proposal No. P92120519

Dear Mr. McKeever:

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

Terracon provided Geotechnical services for this project. Our presence on this project, and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 7910 Winston Ranch Parkway in Richmond, Texas. The project involves the construction of a new elementary school with an area of about 108,000 square feet. The building foundation will consist of drilled and underreamed footings and grade beams. The slabs at grade will be supported on sixty inches of select fill. The superstructure will consist of structural steel framing. Pavements will be constructed of reinforced concrete and underlain by lime treated subgrade soil.

Terracon was provided with the following construction documents for preparation of this proposal:

- Civil, structural and architectural plans dated February 2012,
- Terracon Geotechnical Engineering Report No. 92105069, dated April 5, 2010.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:



Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043
P [713] 690 8989 F [713] 690 8787 terracon.com

Earthwork Observations and Testing:

1. Sample select fill, building subgrade, trench backfill and treated subgrade material. Prepare and test the samples for Atterberg Limits (ASTM D4318).
2. Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select building fill to verify that the soil meets the Atterberg Limits requirements.
3. Test soil samples for moisture-density relationship (ASTM D698 and ASTM D558).
4. 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.
5. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
6. Observe the chemical treatment process for the pavement subgrade.
7. Perform field gradation tests of treated subgrade.
8. Observe proofrolling operations of the building pad and paving subgrades, and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Reinforcing Steel Observation and Testing:

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

Cast-in-Place Concrete Observations and Testing:

1. Sample and test the fresh concrete for each mix. Perform tests 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.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 150 cubic yards for concrete paving and 1 set of test cylinders every 50 cubic yards for structural concrete. 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). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

Masonry Observation and Mortar and Grout Testing:

1. Observe and document the 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. Perform visual inspections of elevated decks. We will observe the shear studs for number, pattern, and bond.

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).

Project Management/ Administration:

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

Special Inspections Letter:

1. Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

Scheduling Retests:

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

Additional Services:

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

Mechanically stabilized earth walls (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth walls (MSE walls). Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

C) REPORTING

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

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

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are

from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$72,147. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is a not-to-exceed price. We will not exceed the estimated cost with prior written authorization from Lamar Consolidated ISD. However, many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

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

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will

Proposal for Construction Materials Testing Services
Elementary School No. 22 ■ 7910 Winston Ranch Parkway
March 26, 2012 ■ Terracon Proposal No. P92120519

Terracon

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

G) AUTHORIZATION

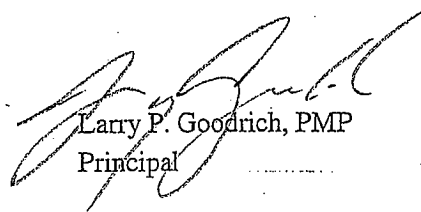
This proposal may be accepted by executing the attached Supplement to Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

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

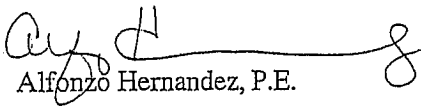
Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)



Chad C. Gordon, P.E.
Project Manager
Construction Services



Larry P. Goodrich, PMP
Principal



Alfonzo Hernandez, P.E.
Construction Services Manager

Attachments:

- (1) Cost Estimate
- (2) Supplement to Agreement For Services



**COST ESTIMATE
LAMAR CONSOLIDATED ISD
ELEMENTARY SCHOOL NO. 22
TERRACON PROPOSAL NO. P92120519**

Service	Quantity	Unit	Unit Rate	Estimate
EARTHWORK OBSERVATIONS AND TESTING				
Engineering Technician	210	hour	\$40.00	\$8,400.00
Engineering Technician (Overtime)	14	hour	\$60.00	\$840.00
Vehicle Charge	28	day	\$60.00	\$1,680.00
Nuclear Density Gauge	24	day	\$50.00	\$1,200.00
Moisture Density Relationship (ASTM D698, D558)	5	each	\$165.00	\$825.00
Atterberg Limits (ASTM D4318)	4	each	\$55.00	\$220.00
Atterberg Limits (select fill verification)	40	each	\$55.00	\$2,200.00
Cement Stabilized Sand Compressive Strength	8	each	\$60.00	\$480.00
			Sub-total	\$15,845.00
FOUNDATION INSTALLATION OBSERVATIONS AND TESTING				
Engineering Technician	120	hour	\$40.00	\$4,800.00
Engineering Technician (Overtime)	48	hour	\$60.00	\$2,880.00
Vehicle Charge	24	day	\$60.00	\$1,440.00
Concrete Test Cylinders (ASTM C39)	14	set	\$60.00	\$840.00
			Sub-total	\$9,960.00
CAST-IN-PLACE CONCRETE OBSERVATIONS AND TESTING				
Engineering Technician	166	hour	\$40.00	\$6,640.00
Engineering Technician (Overtime)	40	hour	\$60.00	\$2,400.00
Vehicle Charge	66	day	\$60.00	\$3,960.00
Concrete Test Cylinders (ASTM C39)	40	set	\$60.00	\$2,400.00
			Sub-total	\$15,400.00
CONCRETE PAVING OBSERVATIONS AND TESTING				
Engineering Technician	80	hour	\$40.00	\$3,200.00
Engineering Technician (Overtime)	14	hour	\$60.00	\$840.00
Vehicle Charge	24	day	\$60.00	\$1,440.00
Nuclear Density Gauge	6	day	\$50.00	\$300.00
Moisture Density Relationship (ASTM D698, D558)	1	each	\$165.00	\$165.00
Atterberg Limits (ASTM D4318)	1	each	\$55.00	\$55.00
Concrete Test Cylinders (ASTM C39)	6	set	\$60.00	\$360.00
			Sub-total	\$6,360.00
MASONRY OBSERVATIONS AND TESTING				
Engineering Technician	80	hour	\$40.00	\$3,200.00
Vehicle Charge	20	day	\$60.00	\$1,200.00
Compressive Strength of Grout (ASTM C1019)	40	each	\$25.00	\$1,000.00
Compressive Strength of Mortar	60	each	\$25.00	\$1,500.00
			Sub-total	\$6,900.00
SPRAYED ON FIREPROOFING OBSERVATIONS AND TESTING				
Engineering Technician	80	hour	\$40.00	\$3,200.00
Engineering Technician (Overtime)	0	hour	\$60.00	\$0.00
Vehicle Charge	10	day	\$60.00	\$600.00
Dry Density	18	each	\$14.00	\$252.00
Adhesion / Cohesion	18	each	\$20.00	\$360.00
			Sub-total	\$4,412.00



COST ESTIMATE
LAMAR CONSOLIDATED ISD
ELEMENTARY SCHOOL NO. 22
TERRACON PROPOSAL NO. P92120519

Service	Quantity	Unit	Unit Rate	Estimate
STRUCTURAL STEEL OBSERVATIONS				
Certified Welding Inspector at Site	72	hour	\$75.00	\$5,400.00
Vehicle Charge	12	day	\$60.00	\$720.00
			Sub-total	\$6,120.00
ADMINISTRATION				
Project Manager, per hour	65	hour	\$110.00	\$7,150.00
			Project Total	\$72,147

SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated February 23, 2010, Agreement reference number P92100235) is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated March 26, 2012 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

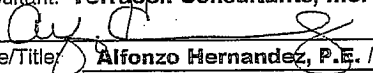
- 1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to Terracon Proposal No. P92120519

- 2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to Terracon Proposal No. P92120519

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: 03/26/12
Name/Title: Alfonzo Hernandez, P.E. / Principal
Address: 11555 Clay Road, Suite 100
Houston, Texas 77043
Phone: 713.690.8989 Fax: 713.690.8787

Client: **Lamar Consolidated Independent School District**
By: _____ Date: _____
Name/Title: _____
Address: 3911 Avenue I
Rosenberg, Texas 77471
Phone: 281.341.3122 Fax: 281.341.3129

Supplement Reference Number (Terracon Supplemental Proposal or Project Number):P92120519

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR
POLLY RYON MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of Polly Ryon Middle School not to exceed \$64,782.

IMPACT RATIONALE:

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

PROGRAM DESCRIPTION:

Material testing is a process during construction that insures materials are installed correctly. These reports are crucial in the construction of Polly Ryon Middle School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 21, 2012

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: Revised Proposal for Construction Materials Testing Services
Polly Ryon Sixth Grade Center
7901 F.M. 762
Richmond, Texas 77406
Terracon Proposal No. P92120468 – Revision 1

Dear Mr. McKeever:

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

Terracon provided Geotechnical services for this project. Our presence on this project, and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 7901 F.M. 762 adjacent to the existing George Ranch High School and Reading Middle School in Rosenberg, Texas. The project involves the construction of a new sixth grade campus with an approximate building footprint of 86,000 square feet. The building foundation will consist of drilled and underreamed piers and grade beams. The building slabs will be supported on a hollow core plank system over a minimum 9-inch void space. The superstructure will consist of structural steel framing. Paving will be constructed of reinforced concrete, underlain by lime treated subgrade soil.

Terracon was provided with the following construction documents for preparation of this proposal:

- Civil, structural and architectural plans dated February 3, 2012.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

Earthwork Observations and Testing:

1. Sample building subgrade, trench backfill and treated subgrade material. Prepare and test the samples for Atterberg Limits (ASTM D4318).
2. Test soil samples for moisture-density relationship (ASTM D698 and ASTM D558).
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, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Reinforcing Steel Observation and Testing:

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

Cast-in-Place Concrete Observations and Testing:

1. Sample and test the fresh concrete for each mix. Perform tests 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.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 150 cubic yards for concrete paving and 1 set of test cylinders every 50 cubic yards for structural concrete. 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). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

Masonry Observation and Mortar and Grout Testing for Area C & Area D:

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. Terracon understands that this service will be needed for a fabrication shop that is not approved by the Building Official. Therefore, this cost is not included in this cost estimate.
5. Perform visual inspections of elevated decks. We will observe the shear studs for number, pattern, and bond.

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).

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

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

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D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$64,782. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is a not-to-exceed price. We will not exceed the estimated cost with prior written authorization from Lamar Consolidated ISD. However, many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

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Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client

Proposal for Construction Materials Testing Services

Polly Ryon 6th Grade Center ■ 7901 F.M. 762, Richmond, Texas
March 21, 2012 ■ Terracon Proposal No. P92120468 – Revision 1



understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client’s contractor’s work or their adherence to the project documents, and Terracon’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

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

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

Chad C. Gordon, P.E.
Project Manager
Construction Services

Larry P. Goodrich, PMP
Principal

Alfonso Hernandez, P.E.
Construction Services Manager

Attachments:

- (1) Cost Estimate
- (2) Agreement For Services



**COST ESTIMATE
LAMAR CONSOLIDATED ISD
POLLY RYON SIXTH GRADE CENTER
TERRACON PROPOSAL NO. P92120468**

Service	Quantity	Unit	Unit Rate	Estimate
EARTHWORK OBSERVATIONS AND TESTING				
Engineering Technician	150	hour	\$40.00	\$6,000.00
Engineering Technician (Overtime)	10	hour	\$60.00	\$600.00
Vehicle Charge	20	day	\$60.00	\$1,200.00
Nuclear Density Gauge	18	day	\$50.00	\$900.00
Moisture Density Relationship (ASTM D698, D558)	3	each	\$165.00	\$495.00
Atterberg Limits (ASTM D4318)	3	each	\$55.00	\$165.00
Cement Stabilized Sand Compressive Strength	8	each	\$60.00	\$480.00
			Sub-total	\$9,840.00
FOUNDATION INSTALLATION OBSERVATIONS AND TESTING				
Engineering Technician	120	hour	\$40.00	\$4,800.00
Engineering Technician (Overtime)	48	hour	\$60.00	\$2,880.00
Vehicle Charge	24	day	\$60.00	\$1,440.00
Concrete Test Cylinders (ASTM C39)	14	set	\$60.00	\$840.00
			Sub-total	\$9,960.00
CAST-IN-PLACE CONCRETE OBSERVATIONS AND TESTING				
Engineering Technician	156	hour	\$40.00	\$6,240.00
Engineering Technician (Overtime)	40	hour	\$60.00	\$2,400.00
Vehicle Charge	60	day	\$60.00	\$3,600.00
Concrete Test Cylinders (ASTM C39)	30	set	\$60.00	\$1,800.00
			Sub-total	\$14,040.00
CONCRETE PAVING OBSERVATIONS AND TESTING				
Engineering Technician	80	hour	\$40.00	\$3,200.00
Engineering Technician (Overtime)	14	hour	\$60.00	\$840.00
Vehicle Charge	24	day	\$60.00	\$1,440.00
Nuclear Density Gauge	6	day	\$50.00	\$300.00
Moisture Density Relationship (ASTM D698, D558)	1	each	\$165.00	\$165.00
Atterberg Limits (ASTM D4318)	1	each	\$55.00	\$55.00
Concrete Test Cylinders (ASTM C39)	6	set	\$60.00	\$360.00
			Sub-total	\$6,360.00
MASONRY OBSERVATIONS AND TESTING				
Engineering Technician	80	hour	\$40.00	\$3,200.00
Vehicle Charge	20	day	\$60.00	\$1,200.00
Compressive Strength of Grout (ASTM C1019)	40	each	\$25.00	\$1,000.00
Compressive Strength of Mortar	60	each	\$25.00	\$1,500.00
			Sub-total	\$6,900.00
SPRAYED ON FIREPROOFING OBSERVATIONS AND TESTING				
Engineering Technician	80	hour	\$40.00	\$3,200.00
Engineering Technician (Overtime)	0	hour	\$60.00	\$0.00
Vehicle Charge	10	day	\$60.00	\$600.00
Dry Density	18	each	\$14.00	\$252.00
Adhesion / Cohesion	18	each	\$20.00	\$360.00
			Sub-total	\$4,412.00



**COST ESTIMATE
LAMAR CONSOLIDATED ISD
POLLY RYON SIXTH GRADE CENTER
TERRACON PROPOSAL NO. P92120468**

Service	Quantity	Unit	Unit Rate	Estimate
STRUCTURAL STEEL OBSERVATIONS				
Certified Welding Inspector at Site	72	hour	\$75.00	\$5,400.00
Vehicle Charge	12	day	\$60.00	\$720.00
			Sub-total	\$6,120.00
ADMINISTRATION				
Project Manager, per hour	65	hour	\$110.00	\$7,150.00
			Project Total	\$64,782

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated March 9, 2011, Agreement reference number P92110348) is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated March 21, 2012 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to Terracon Proposal No. P92120468 - Revision 1

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to Terracon Proposal No. P92120468 - Revision 1

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By:  Date: 03/21/12

Name/Title: Alfonzo Hernandez, P.E. / Senior Principal

Address: 11555 Clay Road, Suite 100

Houston, Texas 77043

Phone: 713.690.8989 Fax: 713.690.8787

Client: **Lamar Consolidated Independent School District**

By: _____ Date: _____

Name/Title: _____

Address: 3911 Avenue I

Rosenberg, Texas 77471

Phone: 281.341.3122 Fax: 281.341.3129

Supplement Reference Number (Terracon Supplemental Proposal or Project Number): P92120468 - Revision 1

**CONSIDER APPROVAL OF UNDERGROUND SERVICE TO
POLLY RYON MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions package for the installation of underground service to Polly Ryon Middle School on the George Ranch High School Complex.

IMPACT/RATIONALE:

The terms and conditions are applicable to this request to CenterPoint Energy for the underground service for Polly Ryon Middle School. The underground electrical service will enter the back of the school through a pad mounted transformer.

PROGRAM DESCRIPTION:

Upon approval CenterPoint Energy will begin design and construction of the permanent electrical service to Polly Ryon Middle School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



February 28, 2012
Job #60698013

Re: Lamar Consolidated I.S.D.
Polly Ryon Sixth Grade Center
7901 FM 762

Please find attached the Terms and Conditions (T&C) package, applicable for providing Lamar Consolidated I.S.D. with the requested underground service of 697 kVA from a 750 kVA, 34.5 kV - 480Y/277 volt, 3 phase, 4 wire, pad mounted transformer.

After applying a credit for standard underground service, the cost for the facilities required to provide the requested underground service is as follows:

REQUESTED UNDERGROUND SERVICE (Ducts & pad by Lamar Consolidated I.S.D.)	\$1,700
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The above cost is based on using CenterPoint Energy's (CNP) standard installation equipment and includes no overtime premiums. The standard underground service credit is based on installing (1) 750 kVA, pad mounted transformer located within one-hundred (100) feet of the terminal pole and associated underground facilities.

The above cost and attached T&C package are effective for 365 days from the date of this memorandum, provided the field conditions existing as of this date and location of the facilities shown on the attached sketches remain the same. After that time, the T&C package and cost must be reviewed by the Major Underground Engineering (MUG) before a final commitment is made to Lamar Consolidated I.S.D.

Please review the attached T&C package and Facilities Extension Agreement (FEA). Sign the cover sheet of the T&C package, the second page of the FEA and last page of the Addendum. Return these original documents, as well as any required remittance to my office. Note that the information contained in the package is applicable for the life of the service.

Before beginning the required underground construction, please arrange for a pre-construction meeting with the MUG and Lamar Consolidated I.S.D.'s contractors.

If any additional information is required, contact me at 713-207-6120.

Thank you.

Adam McDonald
3000 #A Harrisburg
Houston, Texas 77003

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between _____
LAMAR CONSOLIDATED I.S.D., herein called "Retail
Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter
referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade,
conversion, relocation, de-energization or removal of Company's Delivery System, including temporary
facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at _____
7901 FM 762

The Company agrees to accept payment of _____ \$1,700 Dollars
to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection
with the Retail Customer request to extend Company facilities to the above described location as
follows: CUSTOMER RESPONSIBLE FOR THE DIFFERENCE IN COST BETWEEN
STANDARD UNDERGROUND SERVICE AND REQUESTED UNDERGROUND
SERVICE. THERE ARE NO OVERTIME PREMIUMS INCLUDED WITHIN THIS
COST DIFFERENCE.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer
prior to commencement of construction, Company agrees to install and operate lines and
equipment necessary to distribute electric service to the identified location under the following
General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Retail Customer

By Adam McDonald

By _____

Adam McDonald
(name printed or typed)

(name printed or typed)

Title Associate Engineer

Title _____

Date 2/27/12

Date _____

**TERMS & CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CONSOLIDATED I.S.D.
POLLY RYON SIXTH GRADE CENTER
7901 FM 762**

Job #60698013

CenterPoint Energy (CNP)
Major Underground Engineering
P. O. Box 1700; Houston, Texas 77251-1700

REFERENCE LAMAR CONSOLIDATED I.S.D. DRAWINGS:

Site Plan	Drawing #: <u>E1.00</u>	Dated: <u>February 3, 2012</u>
Utility Plan	Drawing #: <u>E1.00</u>	Dated: <u>February 3, 2012</u>
Electrical One-Line	Drawing #: <u>E5.01</u>	Dated: <u>February 3, 2012</u>
Load Analysis	Drawing #: <u>E5.01</u>	Dated: <u>February 3, 2012</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	March 24, 2011
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____
Signature Title Date

Print Name

If this Terms & Conditions package is signed by anyone other than an official from Lamar Consolidated I.S.D., it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

CenterPoint Energy
Houston, Texas

						WRITTEN	ADM	2/28/12
						CHECKED	RJG	2/28/12
						APPROVED	RED <i>pas</i>	2/28/12
						SHEET 1 OF 13 SHEETS		
NO.	DATE	ITEMS REVISED	BY	CH	APP			

GENERAL

A. These Terms and Conditions are for a service arrangement for Lamar Consolidated I.S.D. Lamar Consolidated I.S.D. and/or its contractors/representatives are herein referred to as the Customer.

B. Service to be provided by CenterPoint Energy (CNP) from (1) 750 kVA, 34.5 kV – 480Y/277 V, three phase, four wire, pad mounted transformer.

C. The CNP Major Underground Engineering (MUG) representative is Adam McDonald at 713-207-6120 or Adam.McDonald@CenterPointEnergy.com.

The CNP Service Area Consultant is Enrique Ramon at 281-341-4931.

D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.

E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.

F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.

Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have the MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.

G. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.

H. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd, – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from the MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set.** CNP will terminate the secondary cables in the transformer.
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 16,957 amperes symmetrical, with an X/R ratio of 8.0.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. The MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (available upon request). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to the Major Underground Department at (713) 207-6229. Job #60698013 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the MUG representative.

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

DUCTBANK INSTALLATION (continued)

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

INDEMNIFICATION AND LIABILITY LIMITS

Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. (see *Governmental Entity Addendum if applicable.*)

REVISION NO.	SPECIFICATION NO.				SHEET 7 OF 13 SHEETS
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DETAIL SKETCH
FUNCTIONAL LOCATION

LAMBERT	SECTION	KEY MAP	SCALE	CIRCUIT	ORDER NO.
1647	C/1	647-A	N. T. S.	CRB42	60698551

SHEET 8 OF 13
JOB # 60698013

TO FM- 2759 1.2 MILES

F.M. HIGHWAY 782

EXISTING 36" OR LARGER DRAINAGE EASEMENT CALLED 140' WIDE

EXISTING 36" OR LARGER DRAINAGE EASEMENT CALLED 140' WIDE

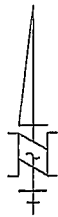
POLLY RYON PROPOSED BUILDING

EXISTING BUILDING

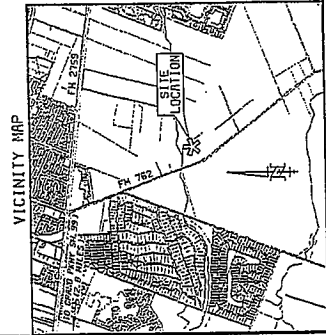
SEE TRANSFORMER PAD DETAIL SHEET 9 OF 13

SEE TERMINAL POLE OF 13 DETAIL SHEET 9 OF 13

DRAINAGE RESERVE



LAMAR CONSOLIDATED, L.S.D. (CUSTOMER) IS REQUESTING A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229
CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS





DETAIL SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4647	C4	647-A		N. T. S.	CRB42	60698551

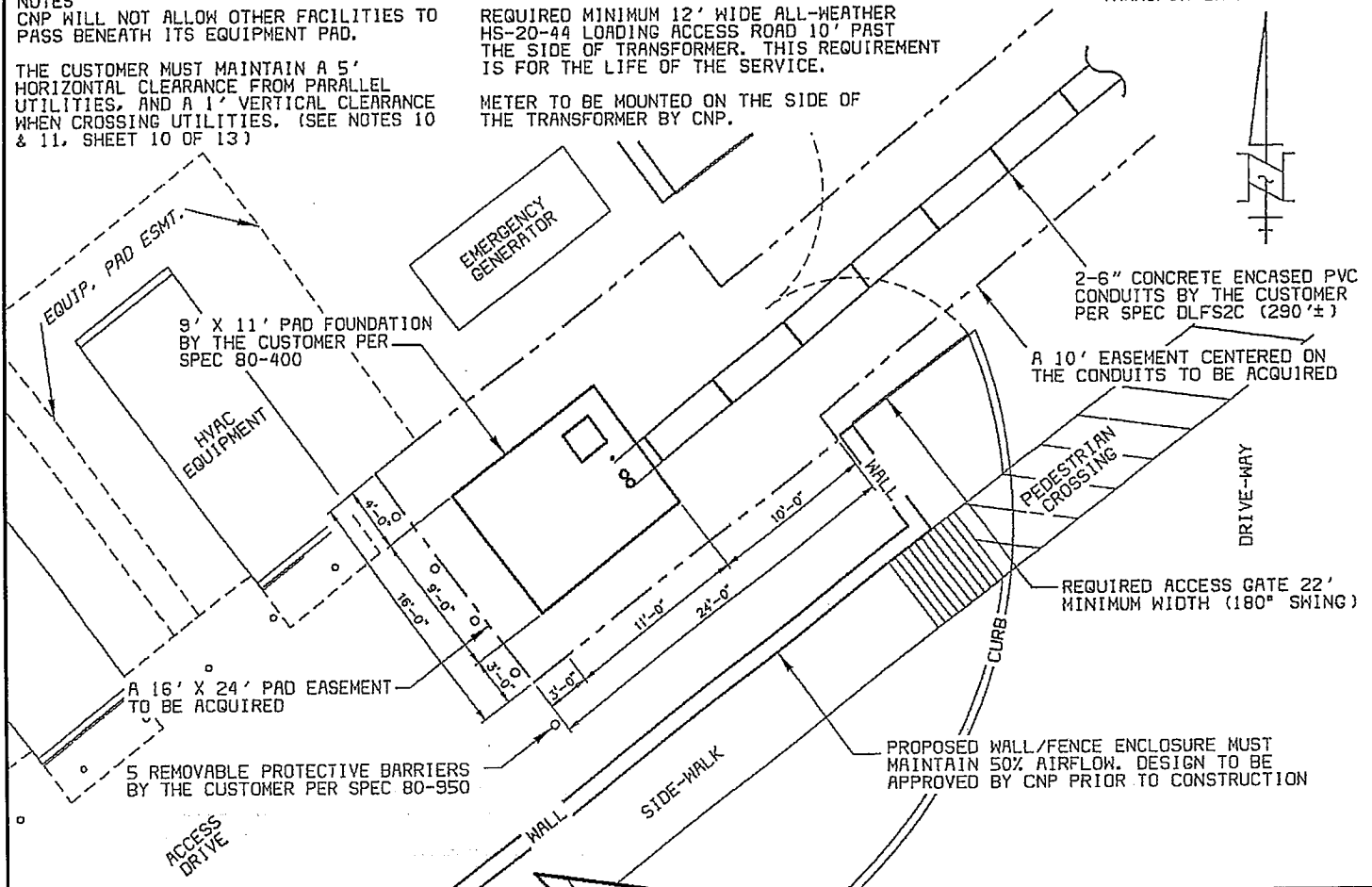
NOTES
CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.

REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.

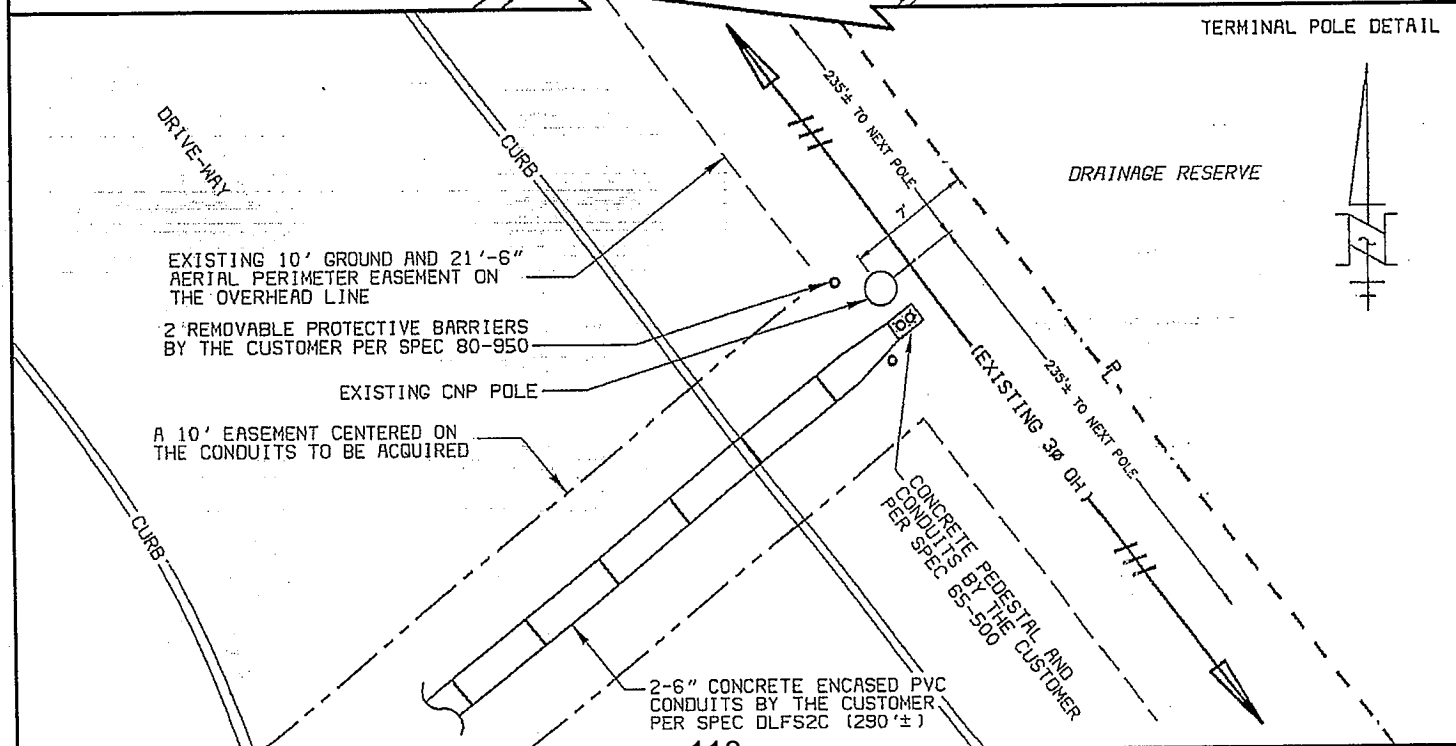
METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.

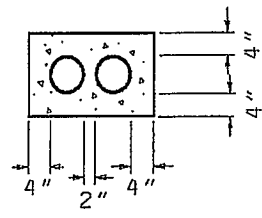
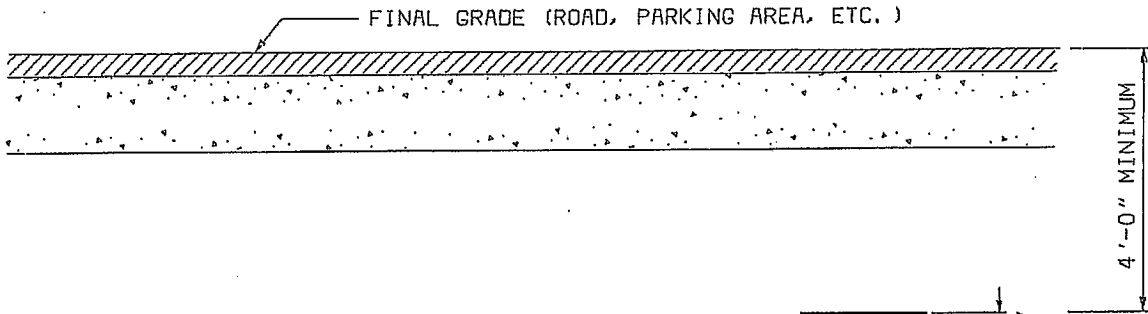
THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 10 OF 13)

TRANSFORMER PAD DETAIL



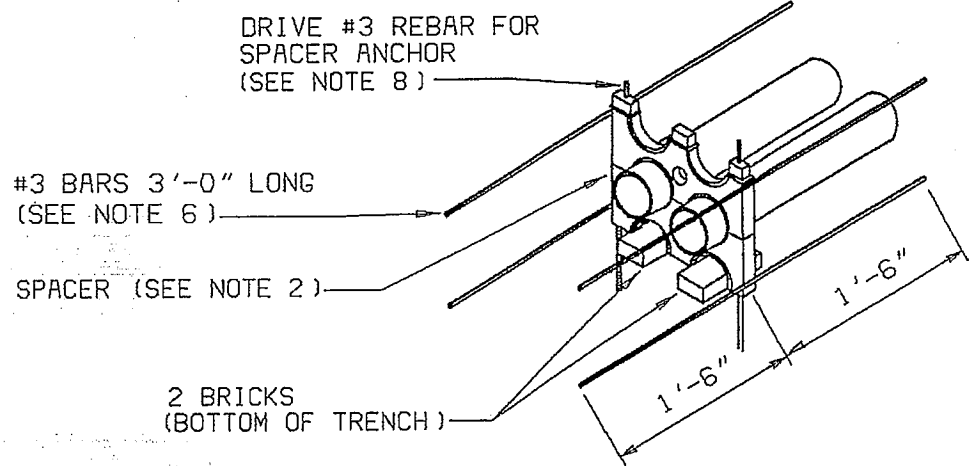
TERMINAL POLE DETAIL





2 - 6"
CONDUITS

NOTE:
THE CUSTOMER AND/OR ITS CONTRACTOR
IS TO REQUEST A PRECONSTRUCTION MEETING
PRIOR TO STARTING CONSTRUCTION BY CALLING
(713) 207-6229.



DRIVE #3 REBAR FOR
SPACER ANCHOR
(SEE NOTE 8)

#3 BARS 3'-0" LONG
(SEE NOTE 6)

SPACER (SEE NOTE 2)

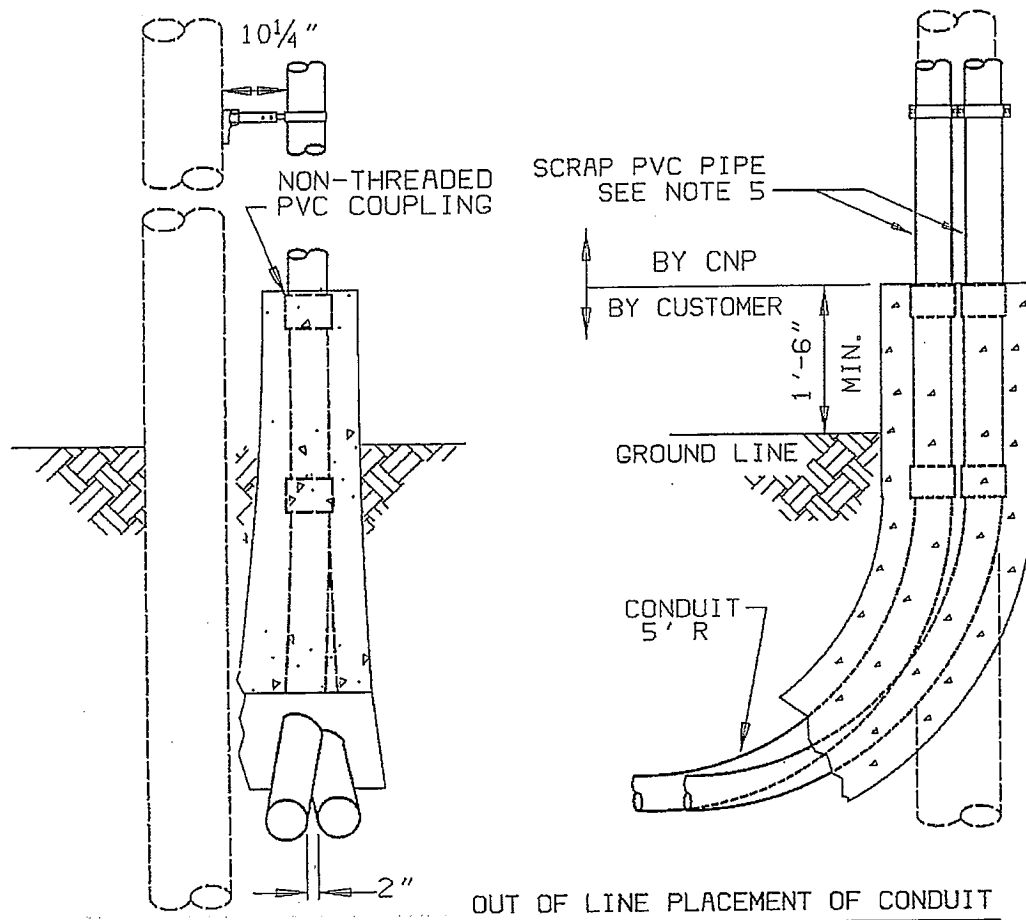
2 BRICKS
(BOTTOM OF TRENCH)

NOTES:

1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK
FEEDER

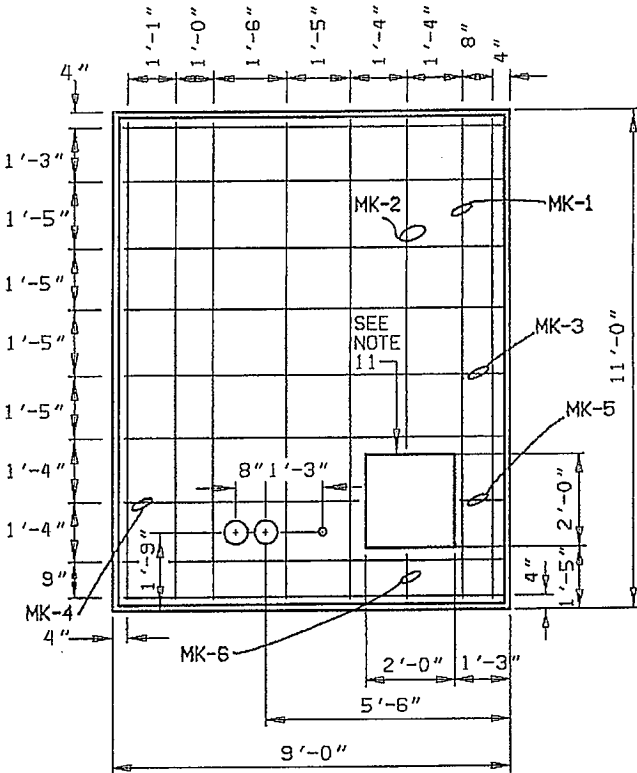
BASED ON DISTRIBUTION STANDARD DLFS2C



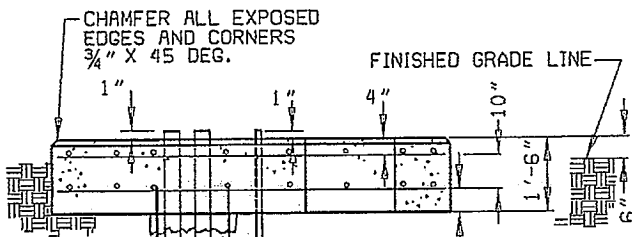
NOTES:

1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, BUT DO NOT GLUE, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV
BASED ON DISTRIBUTION STANDARD 65-500



PLAN



ELEVATION

COLD JOINT REBAR
EXTENDING INTO
PAD
CONCRETE ENCASEMENT
TO BE POURED NO HIGHER
THAN BOTTOM OF PAD

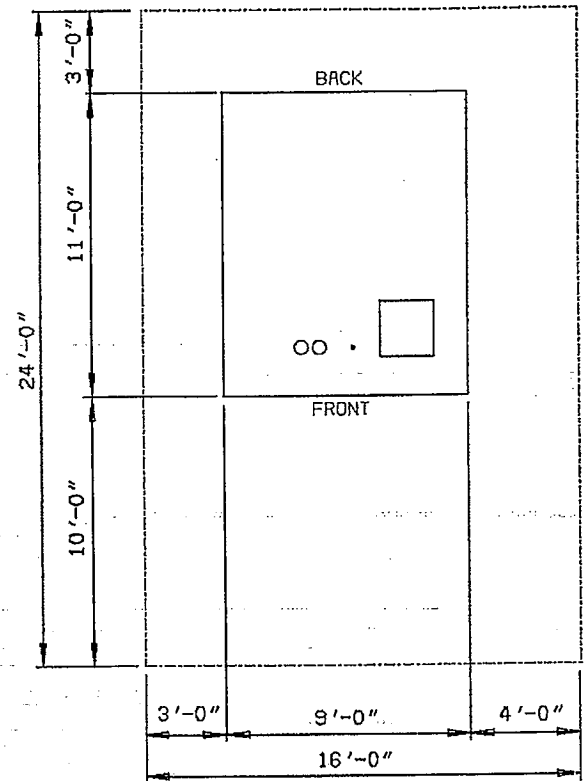
2" PVC CONDUIT TO
EXTEND BELOW
CONCRETE ENCASEMENT

NOTES:

1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLOUDS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
9. REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER.
10. SLOPE PAD 1" FRONT TO BACK.
11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT

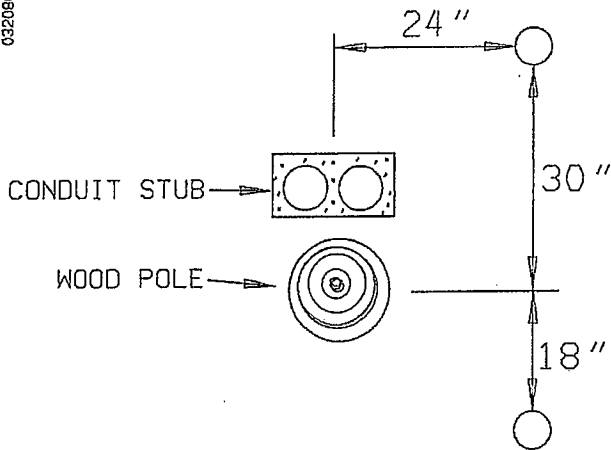


MINIMUM EASEMENT REQUIREMENTS

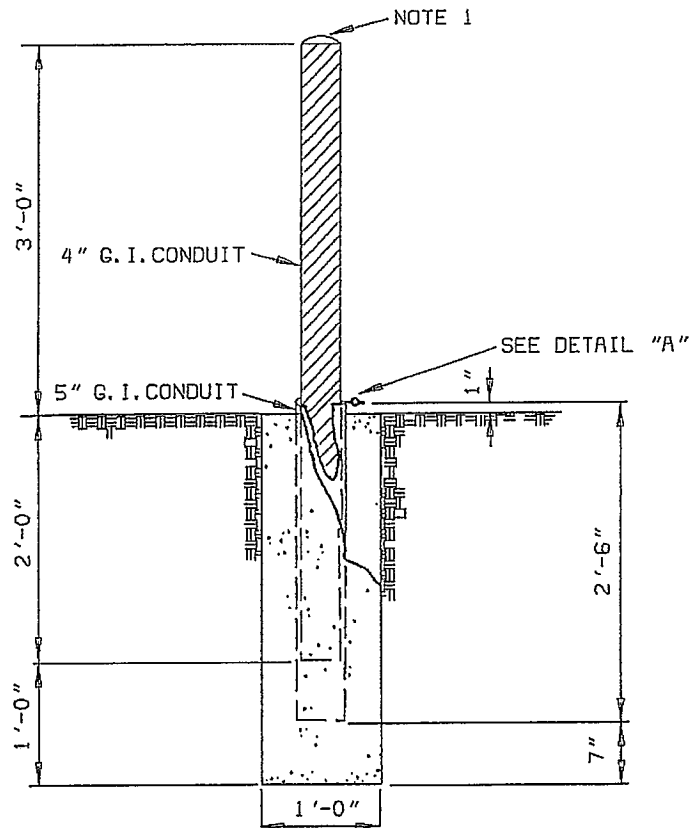
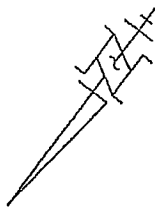
EQUIPMENT
WEIGHT 43,000 LBS
MAXIMUM

500-5000 KVA. PMT
FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400

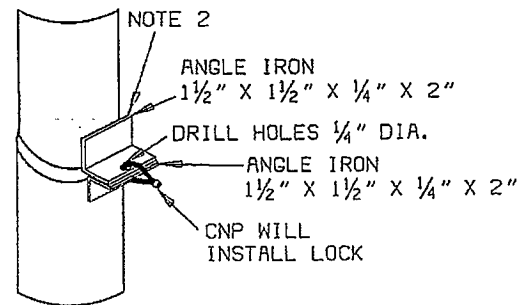


TERMINAL POLE PROTECTIVE BARRIER PLACEMENT



PROTECTIVE BARRIER
(REMOVABLE)

INSTALL ON APPROXIMATELY 4' CENTERS AS SPECIFIED ON SKETCH.



DETAIL "A"

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

PROTECTIVE BARRIER
(REMOVABLE)
BASED ON DISTRIBUTION STANDARD 80-950

ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and Lamar Consolidated I.S.D. ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of Polly Ryon Sixth Grade Center located at 7901 FM 762 ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at 7901 FM 762.

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "Agreement") under which underground electric service will be provided to the Facility. "Effective Date" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. Customer as Governmental Entity.

(a) Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or

effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement would be enforceable against Customer under Applicable Laws (as defined below).

(b) Terms and conditions in the Agreement relating to limitations of the type described in Section 2(a) will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE

NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).*

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 6 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 7 must be signed by an officer or other representative of that Party authorized to do so.

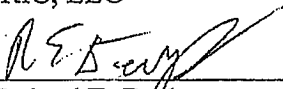
In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 
Name: Roland E. Deike
Title: Engineering Manager

CUSTOMER:

LAMAR CONSOLIDATED I.S.D.

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By: _____
Name: _____
Title: _____

**CONSIDER APPROVAL OF REQUEST FOR PROPOSAL #07-2012
VIRTUALIZATION SERVERS, STORAGE, AND BACKUP SOFTWARE**

RECOMMENDATION:

That the Board of Trustees approve the purchase of virtualization servers, storage, and backup software from Keep it Simple Computer Center (KISCC) and authorize the Superintendent to negotiate contracts.

IMPACT/RATIONALE:

The equipment and software purchased will be used to equip the district's new data center located at the new Satellite Transportation center in Fulshear. Total estimated costs for this project are \$701,273.90 which includes a 10% owner's controlled contingency. Funding will be provided through proceeds allocated for technology in the 2006 and 2011 Bonds. This proposal meets the districts strategic objectives to provide application and data storage services to our schools and support sites.

PROGRAM DESCRIPTION:

The district will replace existing obsolete servers, storage area network (SAN), and backup servers currently being used to service staff and students. A primary data center will be established at the new Data Center in Fulshear and the existing Network Operations Center (NOC) will house a secondary fail-over data center. Additionally, backup data will be sent to the facility in Houston hosted by Phonoscope.

Submitted by: Steve Hickman, Director of Technology

Recommended for approval:



Dr. Thomas Randle
Superintendent

E-Rate Bid Assessment Worksheet

Funding Year 2012 = Year 15

Project or Service Description Virtualization and Storage - Lamar Consolidated Independent School District
Proposals for: Virtualization and Storage 07-2012 Feb 3 2012 3:00 PM

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Dell/Compellent		Dell/Coraid		Cisco/EMC		Cisco/NetApps	
		Raw Score**	Weight Score***	Raw Score	Weight Score	Raw Score	Weight Score	Raw Score	Weight Score
A. Proposer's Qualifi	30%	3.75	1.13	4.75	1.43	4.25	1.28	4.25	1.28
B. Service Specificat	30%	4.72	1.42	5.00	1.50	4.17	1.25	4.44	1.33
C. Costs	40%	4.56	1.83	5.00	2.00	3.93	1.57	3.28	1.31
D. District Complianc	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
Overall Ranking	100%	4.37		4.93*		4.10		3.92	

Vendor Selected: KISCC
Approved By: Steve Hickman & Board of Trustees
Title: Director of Technology
Date: April 5, 2012

Bid Assessment Comments, if needed:
 Proposals for: Virtualization and Storage 07-2012 Feb 3 2012 3:00 PM; The following vendors received RFP's: All-Tex, Cisco Systems, Co-Nexus Communication Systems, Daytona Storage, Dell, Harding Group, iIDENTITYAUTOMATIION, Insight/Calence, Keep IT Simple (KISCC), NetSync, Presidio;

Notes:
 * Percentage weights must add up to 100%. Price must be weighted the heaviest.
 ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 *** Weight x Raw Score

128

LCISD ORIGINAL PROPOSAL TABULATION

Proposals for: Virtualization and Storage Lamar Consolidated Independent School		Requesting This Item: Steve Hickman			07-2012 Feb 3 2012 3:00 PM	
ITEM NO.	DESCRIPTION	Dell/Compellent Dell	Dell/Coraid KISCC	Cisco/EMC NetSync	Cisco/NetApps Presideo	
1	<u>Virtualization</u>					
2	Server	\$72,962.85	\$61,281.00	\$313,311.00	\$223,616.78	
3	Backup Hardware	\$28,327.35	\$0.00	\$136,390.00	\$0.00	
4	Backup Software	\$29,900.25	\$16,208.00	\$0.00	\$0.00	
5	SAN Switches	\$55,167.32	\$50,652.00	\$0.00	\$138,137.26	
6	Racks, MISC	\$11,209.73	\$11,209.73	\$0.00	\$0.00	
7	Network Adaptors	\$7,819.91	\$0.00	\$0.00	\$0.00	
8	Virtualization	\$112,285.57	\$34,476.00	\$148,710.31	\$159,811.29	
9	Other					
10	Total	\$317,672.98	\$173,826.73	\$598,411.31	\$521,565.33	
11	<u>Storage</u>					
12	Primary	\$150,673.00	\$335,195.00	\$190,031.10	\$103,043.64	
13	Secondary	\$122,335.00	\$0.00	\$0.00	\$146,439.99	
14	Other					
15	Total	\$273,008.00	\$335,195.00	\$190,031.10	\$249,483.63	
16	<u>Services</u>					
17	Services	\$85,100.00	\$84,500.00	\$0.00	\$173,993.00	
18	Other	\$3,000.00	\$26,000.00	\$0.00	\$0.00	
19	Total	\$88,100.00	\$110,500.00	\$0.00	\$173,993.00	
20	PROJECT TOTALS	\$678,780.98	\$619,521.73	\$788,442.41	\$945,041.96	
21						
22	<u>Added Value</u>					
23						
24						
25						
26						
27						
28	Pricing Score	4.56	5.00	3.93	3.28	
29		Melissa Buell	Eric Wing	Ashley Freeman	Beth Ahlschlager	
30		(713) 862-6091	(216) 533-9767	(713) 218-5000	(713) 795-2044	
31	NOTES:					

INFORMATION ITEM: QUARTERLY ACADEMIC UPDATE

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

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: 2011-2012 SUMMER SCHOOL

With the transition from TAKS to STAAR there are no state required summer remediation activities. This has given Elementary Education the opportunity to evaluate the effectiveness of providing funds for the delivery of supplemental services during the school year through a program we are calling “Summer School Now”. Our goal is to remediate identified areas of deficit during the school year rather than waiting until summer. This is done by providing “just in time” interventions before and/or after school that are supplemental to any regularly scheduled tutorials.

Funds are being spent on remediating students throughout the entire school year rather than during an 18 day summer school program for students in grades 1-5. The only summer program in operation this summer is for Bilingual and ESL (Pre-K and K only) and the focus is language skill development.

Summer School is offered for students in grades 9-12. Students who attend summer school may regain credit in a class or take a class for initial credit.

Special Education students who meet eligibility criteria at 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

2011-2012 ELEMENTARY EXTENDED YEAR INFORMATION

PURPOSE To provide supplemental academic support to Bilingual and ESL students in grades PK and K.

LOCATION Ray Elementary

LENGTH 18 regular instruction days (Monday – Friday)
First day-Tuesday, June 5, 2012 – Last day-Thursday, June 28, 2012

Registration: April 19, 2012 – May 25, 2012

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

Teacher schedule: 7:15 – 2:45 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 Pre-kindergarten and Kindergarten students. Intensive literacy and vocabulary instruction will be incorporated into lessons and experiences students will be provided each day.

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

TUITION PERCOURSE 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	Project LEARN Staff
	1 Data Clerk	Special Ed Staff
	1 Resource/CMC Teacher	

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

LAMAR CISD
2012 HIGH SCHOOL SUMMER SCHOOL PROGRAM
June 11 – July 6, 2012 (Monday-Friday); Holiday: July 4, 2012
Location: Terry High School

REGISTRATION	SCHEDULE
<p>Pre-Registration at Home School: May 1 – June 1 8:00 am – 12:00 pm & 1:00 pm – 3:00 pm</p> <p style="text-align: center;">Late Registration at Terry HS: June 7th: 8:00 am – 12:00 pm & 1:00 pm – 5:00 pm June 8th: 8:00 am – 12:00 pm <u>No Registration accepted after NOON on June 8 – 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 8:15 am - 11:45 am <i>Snacks will be available for purchase during a break in Session A.</i></p> <p style="text-align: center;">Lunch 11:45 am - 12:15 pm <i>Price of meal: \$1.80 (Reduced .40 cents or free for students who qualify for free/reduced meals)</i></p> <p style="text-align: center;">Session B 12:15 pm - 3:45 pm <i>Snacks will be available for purchase during a break in Session B.</i></p>
TUITION	TRANSPORTATION
<p>In-District – <u>Credit Restoration</u>: \$250.00 per session <i>Students who qualify for Free/Reduced lunch: \$150.00 per session</i></p> <p>In-District – <u>Initial Credit</u>: \$250.00 per session</p> <p>Out-of-District: \$300.00 per session</p> <p><u>Tuition must be paid in full at time of registration.</u> <u>No partial payments accepted.</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 7:45 a.m. and depart at 3:45 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> <p style="padding-left: 40px;">English I-IV (a) & (b) *Government *Economics *Health *Speech *Art</p>	<p><u>Computer Lab Setting Courses</u></p> <p style="padding-left: 40px;">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) Math Models (a) & (b) Algebra I and II (a) & (b) Geometry (a) & (b)</p>

*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: DISTRICT ADMINISTERED AFTER SCHOOL PROGRAM

As with many other school districts across the state, Lamar CISD is experiencing budget reductions. In this environment, we have been forced to look at many creative solutions to bring revenue into the school district. One of the most feasible and potentially lucrative solutions would be to begin a district administered after school program. By the district providing the day care services a revenue stream is being generated that will help offset the loss of state funding.

Benefits of a district administered program will include the following:

- All staff will be district employees who meet “highly qualified” standards.
- All staff will benefit from extensive training provided through the Staff Development office including CPR, First Aid, behavior management, and Crisis Prevention Intervention (CPI).
- Will operate according to the minimum standards set forth by the Department of Family and Protective Services and will pursue licensing for each site accordingly.
- Offers a student to staff ratio of 18:1.
- Character Education Program will be provided.
- Enrichment Programs including computer classes and expanding to include foreign language, dance, and piano lessons in Phase Two.
- Employee discounts and scholarships will be available.
- District Program Coordinator available to respond to any emergency that occurs after school hours.
- District Program Coordinator to address parent concerns not resolved at the site level.
- District Program Coordinator to ensure program compliance to standards through regular monitoring visits.

We have recommended a phase-in plan to minimize the financial impact to any one of the current providers. Currently in Phase One we have received interest from over 165 parents and have already met approximately 60% of the projected targeted revenue for registration fees during the pre-registration process.

Resource Person: Laura Lyons, Executive Director of Elementary Education

Feasibility Study for Afterschool Program



**Lamar Consolidated
Independent School District**

Feasibility Study for Afterschool Program

April 19, 2012

Board Approved After School Program



PURPOSE

The After School Program will operate on elementary campuses, offering a safe and secure environment for children in Grades K – 5. This district based program will allow for seamless transition from the end of the instructional day until 6:30 p.m. The program is open during early dismissal and staff development days. The After School Program will be totally operated by the school district. Employees of the After School Program will work for Lamar CISD.

GOALS

- To provide working families with a safe, secure environment for after school care
- To focus on educational, social & physical needs of students
- To attract & maintain quality staff dedicated to the well-being of students
- To expand community outreach & partner involvement
- To leverage technology to meet student, parent & administrative needs

HIGHLIGHTS OF THE PROGRAM

- District Program Coordinator in Place
- Offers Homework Assistance by Highly Qualified District Staff
- Staff Training in CPR, First Aide , Behavior Management, Crisis Prevention Intervention (CPI) and Curriculum Content Area Support Strategies
- Offers Structured Recreational Activities
- Offers Character Education Program
- Provides Enrichment Activities such as computer classes, foreign language, dance, and piano lessons.
- Offers Scholarships and Employee Discounts
- Will Operate According to Minimum Standards Set Forth by the Department of Family and Protective Standards and will Pursue Site Licensing.
- Is Open during Early Dismissal & Staff Development Days
- Offers Student to Staff Ratio 18:1



2011 PROVIDERS & ENROLLMENT

SCHOOL	ENROLLMENT	PROVIDER
Austin	69	TW Davis YMCA
Beasley	10	TW Davis YMCA
Bowie	28	Good Beginnings
Travis	29	Good Beginnings
Campbell	100	Tiny Steps
Dickinson	71	Tiny Steps
Jackson	No Enrollment	Tiny Steps
Meyer	14	Tiny Steps
Ray	20	Tiny Steps
Thomas	50	Tiny Steps
Williams	65	Tiny Steps
Frost	101	Gingerbread
Hubenak	50	Gingerbread
Hutchison	76	Gingerbread
McNeill	101	Katy YMCA
Huggins	No Enrollment	TW Davis YMCA
Long	12	TW Davis YMCA
Pink	12	TW Davis YMCA
Smith	22	TW Davis YMCA
Velasquez	48	TW Davis YMCA
Seguin	N/A	N/A
Total	878	



**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT**

PHASE I - REVENUE

THOMAS, MCNEILL, HUBENAK, AUSTIN (270 STUDENTS)

Non-refundable Registration Fee: \$75 per child		\$20,250
Annual Tuition per Child: \$1,950 per child		\$526,500
Loss of Rental Revenue \$3,700 per campus	-\$	14,800
Total		\$531,950

PHASE I - EXPENDITURES

THOMAS, MCNEILL, HUBENAK, AUSTIN (270 STUDENTS)

ProCare Software (4)	\$ 1,485	\$ 5,940
Liability INS(10% Surcharge based on ADA)	\$ 1,323	\$ 1,323
Licensing Fees \$35 per campus/\$1 per child	\$ 410	\$ 410
Lap Top Computer (4)	\$ 1,500	\$ 6,000
Snacks (4)	\$ 3,000	\$ 12,000
Supplies (4)	\$ 2,000	\$ 8,000
Staffing		
District Coordinator (1)	\$69,000	\$ 69,000
Accounting Clerk	\$24,000	\$ 24,000
Site Director (4)	\$30,000	\$120,000
Child Care Provider (15)	\$7,200	\$108,000
Total		\$354,673

PHASE II - REVENUE

ALL ELEMENTARIES (878 STUDENTS)

Non-refundable Registration Fee: \$75 per child		\$65,850
Annual Cost per Child: \$1,950 per child		\$1,712,100
Loss of Rental Revenue \$3,700 per campus	- \$	66,600
Total		\$1,711,350

PHASE II - EXPENDITURES

ALL ELEMENTARIES (878 STUDENTS)

ProCare Software (18)	\$ 1,485	\$ 26,730
Liability INS (10% Surcharge based on ADA)	\$ 1,323	\$ 1,323
Licensing Fees \$35 per campus/\$1 per child	\$ 1,508	\$ 1,508
Lap Top Computer (18)	\$ 1,500	\$ 27,000
Snacks (18)	\$ 3,000	\$ 54,000
Supplies (18)	\$ 2,000	\$ 36,000
Staffing		
District Coordinator (1)	\$69,000	\$ 69,000
Accounting Clerk	\$24,000	\$ 24,000
Site Director (18)	\$30,000	\$540,000
Child Care Provider (49)	\$ 7,200	\$352,800
Total		\$1,132,361

COST ANALYSIS

April 19, 2012

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

PHASE I

TOTAL REVENUE	\$531,950
TOTAL EXPENDITURES	\$354,673
NET	\$177,277

PHASE II

TOTAL REVENUE	\$1,711,350
TOTAL EXPENDITURES	\$1,132,361
NET	\$ 578,989

ADDITIONAL OPPORTUNITY TO GENERATE REVENUE BY OFFERING CHILD CARE IN THE SUMMER MONTHS

9 WEEK SUMMER ENRICHMENT PROGRAM

REVENUE

Registration Fee \$50 (400 students)	\$ 20,000
Tuition \$180 per week	\$ 648,000
TOTAL	\$ 668,000

EXPENDITURES

Site Directors (3)	\$ 22,500
Child Care Providers (24)	\$ 86,400
TOTAL	\$ 108,900

TOTAL REVENUE	\$ 668,000
TOTAL EXPENDITURES	\$ 108,900
NET	\$ 559,100

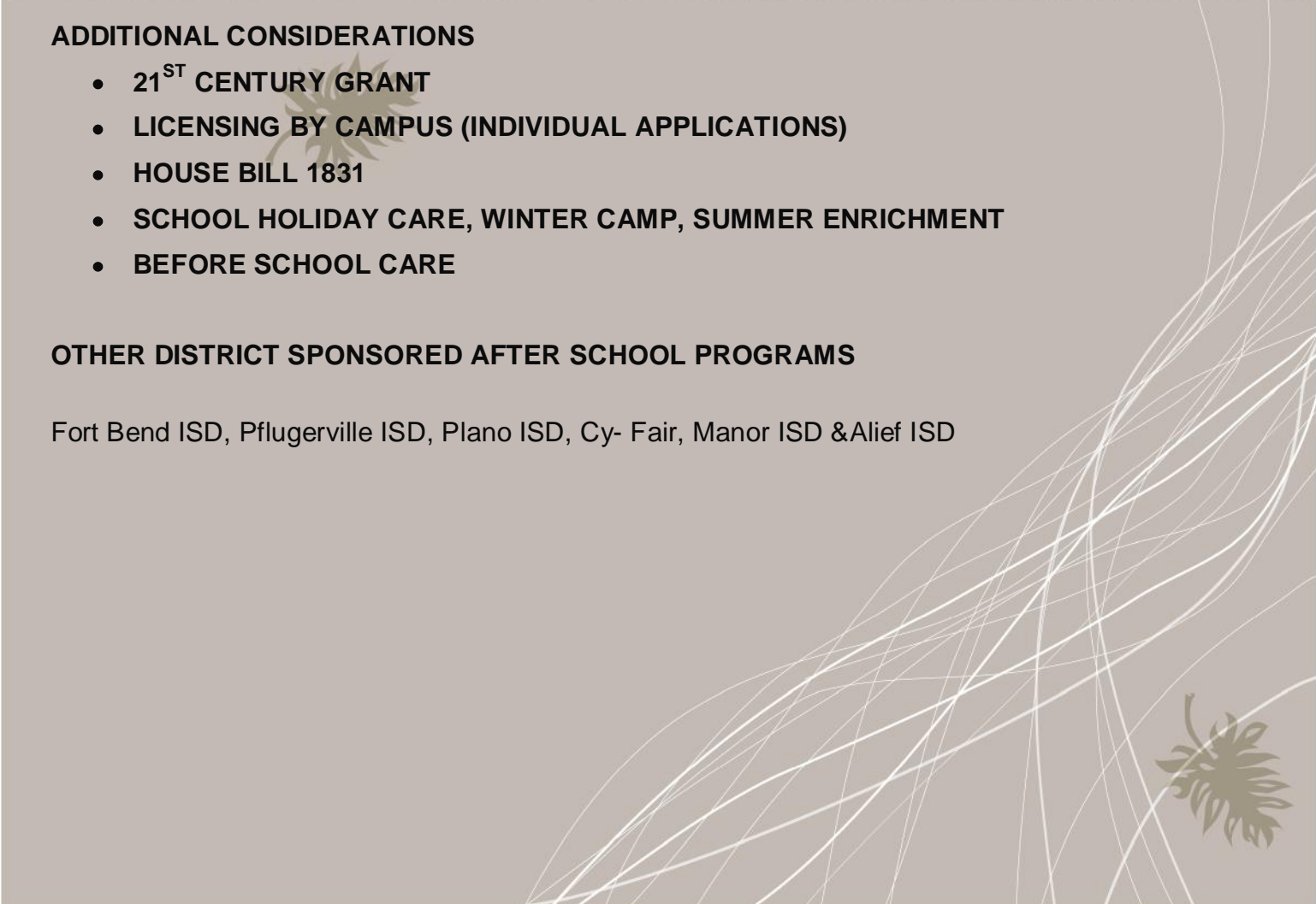


ADDITIONAL CONSIDERATIONS

- 21ST CENTURY GRANT
- LICENSING BY CAMPUS (INDIVIDUAL APPLICATIONS)
- HOUSE BILL 1831
- SCHOOL HOLIDAY CARE, WINTER CAMP, SUMMER ENRICHMENT
- BEFORE SCHOOL CARE

OTHER DISTRICT SPONSORED AFTER SCHOOL PROGRAMS

Fort Bend ISD, Pflugerville ISD, Plano ISD, Cy- Fair, Manor ISD & Alief ISD



**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT**

3911 Avenue I, Rosenberg, Texas 77471 | Phone: 832.223.0000 | Fax: 832.223.5555
email - shood@lcisd.org | www.lcisd.org

INFORMATION ITEM: NAMING NEW SCHOOLS

BACKGROUND INFORMATION:

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

The Board of Trustees has set a tentative timeline for consideration and approval of names for the new LCISD facilities approved in the November 8, 2011 Bond Election. The tentative timeline is attached.

Student, staff, parents, and district residents have all submitted nominations for the board to review. A booklet with all of the updated nominations will be provided as an external resource for the board to review.

Resource Person: Mike Rockwood, Executive Director of Community Relations

Tentative Timeline for Naming New Schools

November 2011 Bond Referendum Elementary #22, Elementary #23, High School #5 and Junior High #5

March 8, 2012	Nomination form sent to public and media
April 10, 2012	Deadline for submitting nominations
April 19, 2012	Booklet with all nominations and back-up information distributed to the Board for review
May 17, 2012	Public Hearing on nominations and Board Approval

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

- Exhibit "A" gives the LCISD collections made during the month of March 31, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2011 through March 31, 2012.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2011-12 roll as compared to prior years. Through March 31, 2012, Lamar had collected 96.4% of the 2011-12 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2011-2012.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
March 2012**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
11	\$ 2,098,057.13	\$ 158,342.92	\$ 22,586.55	\$ 2,278,986.60	\$ 1,539,601.44	\$ 138,782.13	\$ 558,455.69	\$ 42,147.34
10	\$ 96,420.54	\$ 29,570.11	\$ 28,588.65	\$ 154,579.30	\$ 72,077.78	\$ 50,693.32	\$ 24,342.76	\$ 7,465.44
09	\$ 10,984.50	\$ 11,145.01	\$ 7,738.32	\$ 29,867.83	\$ 8,672.47	\$ 16,513.40	\$ 2,312.03	\$ 2,369.93
08	\$ 13,949.26	\$ 12,428.59	\$ 7,280.12	\$ 33,657.97	\$ 11,022.86	\$ 17,067.88	\$ 2,926.40	\$ 2,640.83
07	\$ 5,964.87	\$ 2,515.67	\$ 1,203.79	\$ 9,684.33	\$ 4,653.47	\$ 3,160.86	\$ 1,311.40	\$ 558.60
06	\$ 4,854.26	\$ 1,508.87	\$ 660.55	\$ 7,023.68	\$ 4,171.87	\$ 1,957.30	\$ 682.39	\$ 212.12
05	\$ 959.10	\$ 593.37	\$ 185.96	\$ 1,738.43	\$ 837.52	\$ 702.56	\$ 121.58	\$ 76.77
04	\$ 479.09	\$ 427.68	\$ 172.80	\$ 1,079.57	\$ 422.63	\$ 550.70	\$ 56.46	\$ 49.78
03	\$ 170.45	\$ 150.15	\$ 43.56	\$ 364.16	\$ 152.00	\$ 178.52	\$ 18.45	\$ 15.19
02	\$ 134.01	\$ 138.87	\$ 37.94	\$ 310.82	\$ 126.00	\$ 167.32	\$ 8.01	\$ 9.49
01	\$ 211.59	\$ 253.84	\$ 66.49	\$ 531.92	\$ 201.00	\$ 306.83	\$ 10.59	\$ 13.50
00	\$ 62.88	\$ 67.25	\$ 16.99	\$ 147.12	\$ 60.59	\$ 80.89	\$ 2.29	\$ 3.35
99	\$ 55.10	\$ 63.33	\$ 15.54	\$ 133.97	\$ 51.53	\$ 73.45	\$ 3.57	\$ 5.42
98	\$ 98.14	\$ 147.95	\$ 35.24	\$ 281.33	\$ 95.99	\$ 179.53	\$ 2.15	\$ 3.66
97	\$ 76.32	\$ 121.12	\$ 28.15	\$ 225.59	\$ 71.62	\$ 140.73	\$ 4.70	\$ 8.54
96	\$ 236.14	\$ 455.28	\$ 103.72	\$ 795.14	\$ 215.68	\$ 519.32	\$ 20.46	\$ 39.68
95	\$ 179.28	\$ 364.25	\$ 81.17	\$ 624.70	\$ 171.13	\$ 428.70	\$ 8.15	\$ 16.72
94	\$ 225.53	\$ 479.19	\$ 103.54	\$ 808.26	\$ 214.30	\$ 558.65	\$ 11.23	\$ 24.08
93	\$ 43.37	\$ 93.87	\$ 20.59	\$ 157.83	\$ 41.81	\$ 110.87	\$ 1.56	\$ 3.59
92				\$ -				
91	\$ 0.08	\$ 0.20	\$ 0.04	\$ 0.32	\$ 0.08	\$ 0.23		\$ 0.01
90				\$ -				
89				\$ -				
88 & prior				\$ -				
Totals	\$ 2,233,161.64	\$ 218,867.52	\$ 68,969.71	\$ 2,520,998.87	\$ 1,642,861.77	\$ 232,173.19	\$ 590,299.87	\$ 55,664.04

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

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 3-31-12
11	\$ 132,226,942.56	\$ 5,504,348.73	\$ 137,731,291.29	\$ 132,739,348.46	\$ 280,969.83	\$ 28,212.54	\$ 133,048,530.83	\$ 4,991,942.83
10	\$ 1,709,271.04	\$ (30,419.62)	\$ 1,678,851.42	\$ 715,853.24	\$ 163,154.16	\$ 174,434.80	\$ 1,053,442.20	\$ 962,998.18
09	\$ 832,887.31	\$ (4,470.07)	\$ 828,417.24	\$ 204,779.11	\$ 70,158.79	\$ 51,624.20	\$ 326,562.10	\$ 623,638.13
08	\$ 481,526.15	\$ 17,560.60	\$ 499,086.75	\$ 113,329.54	\$ 34,868.18	\$ 20,887.24	\$ 169,084.96	\$ 385,757.21
07	\$ 342,288.30	\$ 29,219.02	\$ 371,507.32	\$ 63,807.71	\$ 14,931.51	\$ 7,480.16	\$ 86,219.38	\$ 307,699.61
06	\$ 272,649.57	\$ 34,311.98	\$ 306,961.55	\$ 61,720.88	\$ 8,702.23	\$ 3,874.08	\$ 74,297.19	\$ 245,240.67
05	\$ 249,944.89	\$ 2,741.43	\$ 252,686.32	\$ 26,883.32	\$ 6,921.59	\$ 2,905.73	\$ 36,710.64	\$ 225,803.00
04	\$ 164,187.60	\$ (2,226.86)	\$ 161,960.74	\$ 19,616.43	\$ 5,792.34	\$ 2,308.96	\$ 27,717.73	\$ 142,344.31
03	\$ 138,396.99	\$ (2,983.01)	\$ 135,413.98	\$ 5,513.43	\$ 4,488.10	\$ 1,275.49	\$ 11,277.02	\$ 129,900.55
02	\$ 120,166.26	\$ (2,735.06)	\$ 117,431.20	\$ 1,969.94	\$ 2,273.96	\$ 629.41	\$ 4,873.31	\$ 115,461.26
01	\$ 110,698.67	\$ (1,995.63)	\$ 108,703.04	\$ 3,162.98	\$ 4,017.37	\$ 1,073.71	\$ 8,254.06	\$ 105,540.06
00	\$ 105,343.99	\$ (27,260.35)	\$ 78,083.64	\$ 2,350.66	\$ 3,291.57	\$ 847.89	\$ 6,490.12	\$ 75,732.98
99	\$ 88,754.79	\$ (13,499.07)	\$ 75,255.72	\$ 1,724.98	\$ 2,576.54	\$ 638.27	\$ 4,939.79	\$ 73,530.74
98	\$ 76,029.84	\$ (13,270.44)	\$ 62,759.40	\$ 1,765.10	\$ 2,836.81	\$ 688.63	\$ 5,290.54	\$ 60,994.30
97	\$ 59,059.59	\$ (3,225.37)	\$ 55,834.22	\$ 715.02	\$ 1,168.87	\$ 281.11	\$ 2,165.00	\$ 55,119.20
96	\$ 59,195.77	\$ (2,785.26)	\$ 56,410.51	\$ 3,074.84	\$ 5,786.33	\$ 1,329.19	\$ 10,190.36	\$ 53,335.67
95	\$ 45,570.81	\$ (1,460.91)	\$ 44,109.90	\$ 865.36	\$ 1,690.20	\$ 382.99	\$ 2,938.55	\$ 43,244.54
94	\$ 36,115.39	\$ (1,460.91)	\$ 34,654.48	\$ 1,109.67	\$ 2,259.05	\$ 493.10	\$ 3,861.82	\$ 33,544.81
93	\$ 33,957.74	\$ (1,079.33)	\$ 32,878.41	\$ 1,105.27	\$ 2,413.95	\$ 527.87	\$ 4,047.09	\$ 31,773.14
92	\$ 31,726.55	\$ (803.91)	\$ 30,922.64	\$ 981.48	\$ 2,225.97	\$ 481.11	\$ 3,688.56	\$ 29,941.16
91	\$ 30,258.77	\$ (798.48)	\$ 29,460.29	\$ 782.81	\$ 1,905.71	\$ 403.28	\$ 3,091.80	\$ 28,677.48
90	\$ 22,822.04	\$ (23,846.07)	\$ (1,024.03)	\$ 619.43	\$ 1,577.28	\$ 329.51	\$ 2,526.22	\$ (1,643.46)
89	\$ 44,731.29	\$ (6,219.50)	\$ 38,511.79	\$ 677.42	\$ 1,566.56	\$ 332.08	\$ 2,576.06	\$ 37,834.37
88 & prior	\$ 8,152.40		\$ 8,152.40	\$ 689.16	\$ 1,681.53	\$ 339.67	\$ 2,710.36	\$ 7,463.24
Totals	\$137,290,678.31	\$5,447,641.91	\$142,738,320.22	\$133,972,446.24	\$627,258.43	\$301,781.02	\$134,901,485.69	\$8,765,873.98

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

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

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

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3-31-12	% OF BUDGET COLLECTED
2011	2011-12	\$135,480,515	\$132,739,348	97.98%
2010 & Prior	2010-11 & Prior	\$2,950,000	\$1,233,098	41.80%
TOTAL		\$138,430,515	\$133,972,446	96.78%

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

SCHOOL YEAR TAX YEAR	2006-07 2006	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011
COLLECTION YEAR						
1 Orig. Levy	\$ 107,330,019	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943
1 Collections	\$ 104,997,277	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	132,739,348
Adj. To Roll	\$ (388,332)	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,504,349
2 Collections	\$ 1,285,841	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	715,853	
Adj. To Roll	\$ 54,079	\$ 27,409	\$ (65,264)	\$ (117,676)	(30,420)	
3 Collections	\$ 406,776	\$ 267,371	\$ 248,471	\$ 204,779		
Adj. To Roll	\$ 110,409	\$ 21,693	\$ 96	\$ (4,470)		
4 Collections	\$ 131,250	\$ 136,983	\$ 113,330			
Adj. To Roll	\$ 15,723	\$ 54,869	\$ 17,561			
5 Collections	\$ 106,810	\$ 63,808				
Adj. To Roll	\$ 78,704	\$ 29,219				
6 Collections	\$ 61,721					
Adj. To Roll	\$ 34,312					
TOTAL:						
COLLECTIONS	\$ 106,989,674	\$ 110,467,105	\$ 125,017,784	\$ 129,708,337	\$ 132,801,873	\$ 132,739,348
ADJUSTED TAX ROLL	\$ 107,234,915	\$ 110,774,805	\$ 125,403,541	\$ 130,331,975	\$ 133,764,870	\$ 137,731,291
BALANCE TO BE COLLECTED	\$ 245,241	\$ 307,700	\$ 385,757	\$ 623,638	\$ 962,997	\$ 4,991,943
ADJ. TAXABLE VALUE	\$ 6,928,886,668	\$ 8,536,570,347	\$ 9,663,895,597	\$ 10,043,692,419	\$ 9,802,855,911	\$ 9,908,369,576
TOTAL % COLLECTIONS AS OF FEBRUARY 29, 2012	99.8%	99.7%	99.7%	99.5%	99.3%	96.4%
TAX RATE	\$ 1.54765	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

AAA Asphalt Paving (Bowie Elementary)	Application # 4	\$	9,213.10
AAA Asphalt Paving (George Ranch HS)	Application # 4	\$	13,377.15
AAA Asphalt Paving (Smith Elementary)	Application # 4	\$	3,507.68
City of Fulshear (Transportation Satellite Center)	Application # 1	\$	1,745.00
Engineered Air Balance (Transportation Satellite Center)	Application # 1	\$	14,380.00
Hartfiel Architecture (Lamar HS)	Application # 2	\$	780.50
Hartfiel Architecture (Lamar HS – Reimbursables)	Application # 2	\$	532.00
Hartfiel Architecture (Lamar JHS)	Application # 2	\$	520.00
Hartfiel Architecture (Lamar JHS – Reimbursables)	Application # 2	\$	354.66
LAN (Transportation Satellite Data Center)	Application # 8	\$	5,863.50
PBK Architects (George Ranch HS)	Application # 57	\$	8,462.20
PBK Architects (Long Meadow Farms Elem #22)	Application # 8	\$	7,572.73
PBK Architects (Long Meadow Farms Elem #22 - Reimbursables)	Application # 6	\$	240.00

PBK Architects (Polly Ryon Middle)	Application # 7	\$	12,371.00
PBK Architects (Reading Junior High)	Application # 51	\$	4,372.27
PBK Architects (Trans Satellite Center – Secondary Access)	Application # 4	\$	1,543.09
Pepper-Lawson Construction (Transportation Satellite Center)	Application # 15	\$	242,183.43
Pepper-Lawson Construction (Transportation Satellite Center)	Application # 16	\$	182,448.58
Terracon (Trans Satellite Center– Secondary Access)	Application # 4	\$	1,978.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

This agenda item will be on the Board Agenda each month to provide updates on Region IV'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 2012:

- The Department completed 1,274 requests with 69 new requests
- 46 were closed

Maintenance:

The Maintenance Department assisted by:

- Repairing the threshold on the double doors to the gym at Reading Junior High
- Replacing the soap dispenser in the kitchen restroom at Lamar Junior High
- Installing ten paper towel dispensers in the restrooms at Campbell Elementary
- Performing quarterly maintenance on lint traps
- Repairing a desk and lubricating the tracks in the library at Jackson Elementary
- Hanging a large plaque in the front entrance at Jackson Elementary
- Repairing a loose metal edge on the stairway by the elevator at Briscoe Junior High
- Repairing the loose rail in front of the cafeteria at Briscoe Junior High
- Repairing a computer desk at Lamar High
- Assembling and mounting shelves in a storage area at George Ranch High Field House
- Installing two door stops at Jane Long Elementary
- Repairing the ramp between buildings A and B at Jane Long Elementary
- Assembling and mounting shelves for the storage closet at Reading Junior High
- Repairing desks in room B-112 at Lamar Junior High
- Mounting two signs in the bus ramp area at Dickinson Elementary
- Repairing a desk drawer in room 107 at Brazos Crossing
- Repairing computer key board trays at Hubenak Elementary
- Replacing loose floor tiles in the cafeteria at Bowie Elementary
- Replacing damaged ceiling tiles in the gym at Hutchinson Elementary
- Repainting three fire hydrants at Hutchison Elementary
- Replacing a lens cover on a light fixture in the gym at Hutchison Elementary
- Installing a four inch door pull at Frost Elementary
- Assembling and mounting shelves to a wall at George Ranch High
- Replacing two broken windows at the Alternative Learning Center
- Removing the bean bags from the rafters in the gym at Beasley Elementary
- Re-gluing the cove base in a classroom at Reading Junior High
- Unstopping the disposal in the kitchen dish return area at Taylor Ray Elementary
- Repairing a column shower in the boys dressing area at Navarro Middle
- Repairing the gym score board controller at Terry High
- Repairing a class room speaker at Terry High

- Repairing the stage lights in the auditorium at Terry High
- Adding a door bell for the back door of the kitchen at McNeill Elementary
- Replacing leaking door closer at Lamar High
- Repairing the hand dryer in a restroom at Lamar High
- Repainting the exterior door and frame in A-104, and the exterior door and frame for the gym at Lamar High
- Mounting two signs for the football press box and one for the softball press box at George Ranch High
- Repairing the lockers in the band hall at Terry High
- Changing light bulbs in the main hallway at Briscoe Junior High
- Washing down the portable building walkway at Meyer Elementary
- Repairing floor tiles in the kitchen area at Frost Elementary
- Repairing and painting walls in room 2421 at Reading Junior High
- Re-glue the laminate on a desk in the computer lab at Reading Junior High
- Repainting peeling areas in both gyms at George Junior High
- Removing torn vinyl from a column and installing FRP board on the square column in the computer lab at Reading Junior High
- Installing a new backsplash near the sink in the art room at Lamar Junior High
- Repairing a toilet carrier in the clinic at Jane Long Elementary
- Repairing a domestic hot water boiler in the kitchen at Hutchison Elementary
- Repairing the wiring on a convection oven in the kitchen at Smith Elementary
- Changing the master clocks for day light savings time district wide
- Creating a keying schedule for PBK Architects for future Long Meadow Farms Elementary
- Replacing a smoke detector at Foster High
- Replacing fire alarm system back up batteries at Brazos Crossing
- Replacing a broken window at Bowie Elementary

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Moving cafeteria tables and chairs to the bus porch for lunch, removing trash from classrooms due to students eating in classrooms, delivering 40 cases of water and six boxes of snacks to the cafeteria, and installing an extra pencil sharpener for testing at Lamar Junior High
- Checking pool chemicals and water temperature, setting up for a water polo game, and washing the pool deck at the Natatorium
- Cleaning the dumpster area, sweeping in between buildings, delivering recycle materials to the bin, and moving desks to the old gym at Jane Long Elementary
- Setting up for a Boy Scouts meeting at Dickinson Elementary
- Adjusting tables, cleaning up a spill in the gym, cleaning all outside floor mats, opening up the gym for church services, opening for the Boy Scouts at McNeill Elementary
- Helping teachers set up for testing at Meyer Elementary
- Moving three student desks, using the micromatic on hallways, replacing lights in the 4th and 5th grade classrooms, and helping set up for the carnival at Hutchison Elementary

- Repairing a student desk, installing a new classroom clock, installing two flag holders in a classroom, and cleaning carpet in the music area at Travis Elementary
- Delivering tables to a classroom, delivering boxes of copy paper to the office, and repairing wall clocks at Seguin Elementary
- Setting up hall gates for testing, clearing an area of tables for the Rangerette practice, setting up tables for Balfour, and opening up for church services at Terry High
- Opening up and working the Gifts Galore at Dickinson Elementary
- Opening up for a weekly church youth meeting, high dusting vents in the cafeteria, removing all recycling materials from the hall, and cleaning up vomit in classroom B4 at McNeill Elementary
- Removing shoes that a student threw on the roof, delivering an ice chest to the library, setting up for perfect attendance bingo, and walking the building with the Fire Marshall at Velasquez Elementary
- Replacing lights in the office area, removing chairs/tables from the library, and sweeping the bus porch area at Travis Elementary
- Delivering boxes of copy paper to the workrooms, replacing lights, mopping up a spill in B hall, and putting back light covers in D hall at Lamar Junior High
- Cleaning vents and using the micromatic on all halls at Jackson Elementary
- Performing the following work during spring break: shampooing carpets, cleaning floors (classrooms and bathrooms), cleaning walls (cafeteria, classrooms and halls), waxing several small rooms, replacing light bulbs, pressure washing outside areas, high dusting, cleaning cafeteria tables, replacing several ceiling tiles, and cleaning entry/exit windows district wide
- Burnishing the floors at Velasquez, Travis, Thomas, Pink, Transportation, Taylor Ray, and Seguin
- Opening schools for events at Pink Elementary and Lamar High
- Setting up for a track meet at Terry High
- Painting soccer and baseball fields for high school games
- Mowing district-wide
- Setting up Traylor Stadium for a semi-pro football game which involved taking down soccer goals and putting up goal posts
- Overseeing the fertilization on all athletic fields
- Pouring concrete on the south side of school to fill in area that was used as a flowerbed at Dickinson Elementary
- Installing parking signs for the new clinic located at Terry High
- Providing ant control at Velasquez, Frost, Dickinson, Seguin, Smith, Taylor Ray, Travis, Reading, Wessendorff Middle, and Navarro Middle
- Providing rodent control at the Foster HS, George Ranch HS, Campbell, Natatorium, Frost, and Jackson
- Assisting in scheduling Gillen's Pest Control services district-wide

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

**INFORMATION ITEM: BOND UPDATE
APRIL 11, 2012 Monthly Report**

2006 Bond Program Projects:

Transportation Satellite Facility

- Office building and maintenance building are 99% complete.
- The substantial completion is scheduled for April 29, 2012.
- The design team is preparing a punch list of the project April 11, 2012.
- The secondary drive contractor completed the FM-1093 to Bois d'Arc connector on April 11, 2012.
- The environmental study required by TxDOT will be completed in about 7 months for the deceleration lane at the secondary drive-way and the deceleration lane will be installed directly after the study is completed.
- Ginter's storm drainage line installed within the districts easement has been completed by the property owner to the east.

Natatorium Phase I Renovations

- Placement of the caulking in the kool deck expansion joints is scheduled for May 2012.

Bowie Elementary Parking

- Two new solar lights will be installed at the new parent drop-off drive the week of May 6, 2012 . This will be a test case for future use of solar lighting in LCISD.
- Projected closeout in June.

Smith Elementary Parking

- Job is complete.
- Projected closeout in May.

George Ranch Staging Lanes

- Job is complete.
- Projected closeout in May.

2011 Bond Program Projects:

Elementary No. 22

- Bids were received from 16 general contractors for either individual and/or combo bid packages on March 1, 2012.
- Drymalla Construction was recommended and approved as the General Contractor during the LCISD March 2012 Board Meeting.
- Notice to Proceed was issued to Drymalla Construction March 30, 2012.
- A Pre-Construction meeting was held on April 4th to discuss project procedures with LCISD, Gilbane, PBK, and Drymalla Construction in attendance.
- Drymalla Construction mobilized on the elementary site April 9, 2012.
- In April, the Board will be asked to approve construction materials testing, consultant Center Point terms and a blanket utility easement.

Polly Ryon Middle School

- Bids were received from 16 contractors for individual and/or combo bids on March 1, 2012.
- Drymalla Construction was recommended and approved as the General Contractor at the LCISD March Board Meeting.
- Notice to Proceed was issued March 30, 2012.
- A Pre-Construction meeting was held on April 4th to discuss project procedures.
- Drymalla mobilized to the site on Monday, April 9th.
- In April, the Board will be asked to approve construction materials testing and consultant Center Point terms.

George Ranch High School Build-Out

- Bids were received for this project as an alternate to Polly Ryon Middle School on March 1, 2012.
- The LCISD Board of Trustees approved proceeding with this project at the March Board Meeting.
- Notice to Proceed was issued March 30, 2012.
- A Pre-Construction meeting was held on April 4th to discuss project procedures.
- Drymalla is preparing the first round of equipment and casework submittals.
- In April, the Board will be asked to approve construction materials testing, and consultant Center Point terms.

More 2006 Bond construction information and project photographs can be found on the Lamar CISD web page at <http://lamar2006.gilbanetech.com>.

Prepared by: Kevin McKeever, Marc Bollom and Stefanie Roberts