



Lamar Consolidated Independent School District
Board of Trustees
Thursday, September 20, 2012
7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
SEPTEMBER 20, 2012
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Project Lead the Way National Certification
4. Audience to patrons
5. Approval of minutes
 - A. August 14, 2012 Special Board Meeting 6
 - B. August 16, 2012 Special Board Meeting 9
 - C. August 16, 2012 Regular Board Meeting 11
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. Public Hearing on Financial Integrity Rating System of Texas (FIRST) for fiscal year 2010 - 2011
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 - A. **Goal: Instructional**
 1. Consider approval of out-of-state trip requests, including, but not limited to:
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 - b. George Ranch High School Choir 21
 - B. **Goal: Planning**
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 2. Consider ratification of Financial and Investment Reports 29
 3. Consider approval to submit a waiver request to the Texas Education Agency relating to incentive aid payments for the annexation of Kendleton ISD 33
 4. Consider approval of contracted services to provide technical support for upgrade of administrative software 34
 5. Consider approval of interlocal agreement with Houston Independent 44

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17. Consider approval of design development for the renovations to the agricultural facility	114
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20. Consider approval of contract renewal for unemployment insurance third party administrative services	120
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A. Goal: Instructional	
1. Adequate Yearly Progress (AYP) - District results and school choice update	130
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B. Goal: Planning	

1. Tax Collection Report	133
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11. 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.	150
a. Approval of personnel recommendations or employment of professional personnel	151
b. Employment of professional personnel (Information)	161
c. Employee resignations and retirements	168
d. Consider employment of Director of Information Services	169
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land acquisition	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	
c. Discussion with legal counsel regarding redistricting process	
d. Discuss and consider settlement offer in Cause No. 11-DCV-195157	

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

ADJOURNMENT: (Time_____)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed

session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 14th day of September 2012 at 3:30 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.


Karen Vacek
Secretary to Superintendent

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 14th day of August 2012, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Michael Richard, at 6:35 p.m.

Members Present:

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

Others Present:

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

BUSINESS TRANSACTED

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

2. Redistricting Presentation regarding Initial Assessment and Proposed Criteria and Guidelines for Redistricting Process

Attorney Rick Morris presented information on the redistricting process and explained why redistricting is required. Demographer, Dr. Robert Stein, presented information on the proposed plan.

3. Discussion of August 16th Regular Board Meeting Agenda Items

The Board reviewed the August 16th Regular Board Meeting Agenda items.

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 / 551.082 / 551.0821
 - a. Parent grievance/complaint hearing. This hearing may be held in Closed Session pursuant to Sections 551.074, 551.082, and 551.0821.
2. 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
3. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition
4. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discussion with legal counsel regarding redistricting process.

The Board adjourned to Closed Session at 7:16 p.m.

1. **Section 551.074 / 551.082 / 551.0821**
 - a. **Parent grievance/complaint hearing. This hearing may be held in Closed Session pursuant to Sections 551.074, 551.082, and 551.0821.**

The Board adjourned to Closed Session at 8:22 p.m. for the purpose listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:10 p.m.

Minutes of the Special Board Meeting (Workshop) of August 14, 2012 – page 3

1. Section 551.074 / 551.082 / 551.0821
 - a. Parent grievance / complaint hearing.

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees deny the grievance and request that the administration provide McKenna with a mentor, keep up with her progress in school, report to the Board in 90 days from the start of school regarding McKenna's status, report any incidents of bullying and advise the Board what, if any, response has occurred to any incidents brought to the administration's attention.

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

The motion carried.

ADJOURNMENT

The meeting adjourned at 9:10 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

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

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

Minutes of the Special Board Meeting of August 16, 2012 – page 5

Ms. Thompson arrived at 6:32 p.m.

2. Public Hearing to Discuss Budget and Proposed Tax Rate for 2012 – 2013 School Year

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2012—2013 school year with the following agenda:

- Discussion of 3 budgets requiring official adoption by the Board of Trustees
 - General Fund Budget
 - Debt Service Fund Budget
 - Food Service Fund Budget

- Proposed Two-Part Tax Rate and Tax Rate Considerations

The meeting was opened to the public for discussion at 6:37 p.m. There bring no discussion the hearing was closed to the public at 6:38 p.m.

ADJOURNMENT

The meeting adjourned at 6:39 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

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

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Frank Torres	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

None

4. AUDIENCE TO PATRONS

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

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

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

6. BOARD MEMBER REPORTS

□ **Meetings and Events**

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

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

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

7. SUPERINTENDENT REPORTS

□ **Introductions**

Dr. Bowen introduced new staff members to the district:

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

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

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

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

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

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

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

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

9. A GOAL: INSTRUCTIONAL

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

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

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

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

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

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

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

9. B GOAL: PLANNING

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

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

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

*Amount subject to change as final calculations are ongoing.

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

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

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

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

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

(See inserted pages 9-B—9-E.)

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

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

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

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

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

approved the 2012—2013 salary schedules as presented.

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

ratified the financial and investment reports as presented.

9. B-9 Approval of Budget Amendment Requests

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

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

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

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

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

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

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

No action taken.

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

- a. Hispanic Heritage Month**

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

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

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

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

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

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

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

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

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

9. C **GOAL: PERSONNEL**

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

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

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

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

9. D **GOAL: TECHNOLOGY**

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

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

9. B **GOAL: PLANNING**

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

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

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

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

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

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

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

Thank you.”

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

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

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

Voting in opposition: Mr. Hakimzadeh

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

10. INFORMATION ITEMS

10. A GOAL: PLANNING

10. A-1 Tax Collection Report

10. A-2 Payments for Construction Projects

10. A-3 Region 4 Maintenance and Operations Update

10. A-4 Bond Update

10. A-5 Advise Texas Program

10. A-6 New District Logo

10. B GOAL: INSTRUCTIONAL

10. B-1 Adequate Yearly Progress Report

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

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

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

The Board did not convene in Closed Session.

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

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

ADJOURNMENT

The meeting adjourned at 7:37 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary to the Board of Trustees

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School Band to travel to Orlando, Florida from June 9-15, 2013.

IMPACT/ RATIONALE:

The GRHS Band requests to travel to Orlando, Florida from June 9 -15, 2013 by charter bus. The estimated cost for each student and chaperone will be approximately \$1200 (based on quad occupancy). This cost includes four nights lodging, daily meals per student/chaperone, admission to the Disney and Universal theme parks, and ground transportation. All costs will be covered by individuals attending and fundraisers to be held. Anticipated number of students attending will be 140 students, 2 directors, and 15 parent chaperones. The Longhorn Band will march at one of the Disney Theme Parks, and participate in Disney's "You're Instrumental" Recording Clinic as part of the Disney Magic Music Days educational performance program.

BACKGROUND INFORMATION:

This is the first out-of-state performance trip for the George Ranch High School Longhorn Band.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent of Schools

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School Choir to travel to New York City on March 30–April 2, 2013.

IMPACT/RATIONALE:

The George Ranch High School Choir requests permission to travel to New York City, New York on March 30-April 2, 2013 by airplane. The approximate cost per individual will be \$1,699, which includes the cost of airfare, meals, hotel, ticket fees, and ground transportation. Total cost of the trip is estimated to be \$28,600. Approximately forty-five to fifty-five students are expected to participate, plus the director and chaperones. The expenses for the trip will be paid for by fundraising activities by the Longhorn Choir Booster Club.

PROGRAM DESCRIPTION:

The George Ranch High School Choir will participate in the Octavo Series at Carnegie Hall, where students will explore the world of the professional vocalist. Students examine the skills, attitudes, and high expectations required for performance excellence. Students will visit The Statue of Liberty, Ground Zero, and other destinations in the Greater NYC area. This is the first out-of-state trip for the George Ranch High School Choir.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
JUNE 2012 THROUGH AUGUST 2012**

RECOMMENDATION:

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

RATIONALE:

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

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

Recommended for ratification,



Dr. Thomas Randle
Superintendent

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

Preface

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

Investment Strategy by Fund

GENERAL FUND STRATEGY:

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

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

DEBT SERVICE FUND STRATEGY:

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

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

CAPITAL PROJECTS FUND STRATEGY:

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

As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

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

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

INVESTMENT POSITION AT AUGUST 31, 2012

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

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

COST TO FAIR MARKET VALUE COMPARISON

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

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$13,642,779,110	\$13,643,559,873	.5577%

The weighted average maturity of the pool's portfolio for August 2012 was 38 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$2,434,362,371	\$2,434,764,343	1.0526%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2012 was 46 days.

MBIA, Texas CLASS	1.00	\$2,371,790,840	\$2,372,035,403	1.1093%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2012 was 42 days.

Texas Term, Daily Fund	1.00	\$ 842,337,290	\$ 842,512,954	2.2254%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for August 2012 was 56.6 days.

TexStar,	1.00	\$4,724,281,981	\$4,724,862,450	1.0034%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2012 was 50 days.

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

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

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 9/12/12


 Yvonne Dawson
 Budget & Treasury Officer

Date: 9/12/12


 Michele Reynolds
 Director of Finance

Date: 9/12/12

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

	<u>06/30/12</u>	<u>07/31/12</u>	<u>08/31/12</u>
<u>INVESTMENT POOLS*</u>			
General Fund			
Texpool	59,572,319	49,605,800	48,930,919
Lone Star	2,611,758	2,612,065	2,612,374
Texas CLASS	15,291,413	15,294,566	15,297,627
Food Service Fund			
Texpool	2,293,218	2,293,474	2,293,729
Lone Star	90,288	90,299	90,310
Debt Service Fund			
Texpool	11,674,858	12,067,530	1,004,611
Lone Star	145,871	145,888	145,861
Texas CLASS	95	95	1
TexSTAR	9,324,286	9,143,372	9,014,182
Capital Projects Fund			
Texpool	23,523,600	23,526,229	22,678,797
Lone Star	22,050,798	22,053,383	22,055,991
Texas CLASS	11,008,784	11,011,054	11,013,262
TexasDaily	18,741,432	18,745,435	18,745,428
TexSTAR	47,808,423	41,463,378	38,389,819
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,036,117	816,217	1,071,651
Lone Star	719,242	719,326	719,411
Special Revenue Funds			
Texpool	53,126	53,131	53,136
Student Activity Funds			
Texpool	56,162	56,167	56,171
Total Investment in Pools	<u>226,001,790</u>	<u>209,695,409</u>	<u>194,173,280</u>
<u>Summary of Interest Earned by Month</u>			
Texpool	12,192	10,640	8,956
Lone Star	2,896	3,003	3,030
Texas CLASS	5,650	5,423	5,270
TexSTAR	6,504	6,232	5,523
Texas Term/Daily	1,960	2,003	1,993
Total Interest Earned from Investment Pools	<u>29,202</u>	<u>27,302</u>	<u>24,772</u>
<u>Average Yield by Month</u>			
Texpool	0.14	0.13	0.13
Lone Star	0.14	0.14	0.15
Texas CLASS	0.13	0.24	0.24
TexSTAR	0.14	0.14	0.13
Texas Term/Daily	0.13	0.13	0.13

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

	<u>06/30/12</u>	<u>07/31/12</u>	<u>08/31/12</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	926,662	769,382	633,123
Special Revenue Funds (Combined)	943,244	1,949,929	645,321
Debt Service Fund	2,869	35,655	29,358
Capital Projects Fund	43,510	106,300	77,967
Workmen's Compensation and Health Insurance Trust Funds	647,297	246,916	496,650
Trust and Agency Funds, excluding Student Activity Funds	29,371	29,371	29,371
Student Activity Funds	1,488,658	1,499,378	1,510,424
Total Demand Deposits/Cash on Hand	<u>4,081,611</u>	<u>4,636,931</u>	<u>3,422,214</u>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	<u>INVESTMENT POOLS</u>									
	<u>06/01/12</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>06/30/12</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>07/31/12</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>08/31/12</u>
General Fund										
Texpool	73,934,943	1,052,032	(15,414,656)	59,572,319	563,481	(10,550,000)	49,605,800	15,455,527	(16,130,408)	48,930,919
Lone Star	2,611,462	296	-	2,611,758	307	-	2,612,065	309	-	2,612,374
Texas CLASS	15,288,128	3,285	-	15,291,413	3,153	-	15,294,566	3,061	-	15,297,627
Food Service Fund										
Texpool	2,292,955	263	-	2,293,218	256	-	2,293,474	255	-	2,293,729
Lone Star	90,278	10	-	90,288	11	-	90,299	11	-	90,310
Debt Service Fund										
Texpool	11,298,238	380,120	(3,500)	11,674,858	392,672	-	12,067,530	3,990,828	(15,053,747)	1,004,611
Lone Star	145,855	16	-	145,871	17	-	145,888	17	(44)	145,861
Texas CLASS	95	-	-	95	-	-	95	-	(94)	1
TexSTAR	9,323,230	1,056	-	9,324,286	3,728	(184,642)	9,143,372	1,024	(130,214)	9,014,182
Capital Projects Fund										
Texpool	23,520,903	2,697	-	23,523,600	2,629	-	23,526,229	2,568	(850,000)	22,678,797
Lone Star	22,048,305	2,493	-	22,050,798	2,585	-	22,053,383	2,608	-	22,055,991
Texas CLASS	11,006,419	2,365	-	11,008,784	2,270	-	11,011,054	2,208	-	11,013,262
Texas Term/Daily	18,739,472	1,960	-	18,741,432	2,003	-	18,743,435	1,993	-	18,745,428
TexSTAR	48,537,100	5,447	(734,124)	47,808,423	5,164	(6,350,209)	41,463,378	204,504	(3,278,063)	38,389,819
Workers' Compensation and Health Insurance Trust Funds										
Texpool	825,371	780,144	(569,398)	1,036,117	100	(220,000)	816,217	1,955,434	(1,740,000)	1,071,651
Lone Star	719,161	81	-	719,242	84	-	719,326	85	-	719,411
Special Revenue Funds										
Texpool	53,120	6	-	53,126	5	-	53,131	5	-	53,136
Student Activity Funds										
Texpool	56,157	5	-	56,162	5	-	56,167	4	-	56,171
Total Investment in Pools	240,491,192	2,232,276	(16,721,678)	226,001,790	998,470	(17,304,851)	209,895,409	21,660,441	(37,182,570)	194,173,280

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 August 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 AUGUST 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 August total \$17,812,812 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	10,701,370
614	Employee Benefits	860,208
621	Professional Services	52,547
623	Education Services Center	1,341
624	Contracted Maintenance and Repair Services	815,430
625	Utilities	125,531
626	Rentals and Operating Leases	33,239
629	Miscellaneous Contracted Services	298,757
631	Supplies and Materials for Maintenance and Operations	174,620
632	Textbooks and Other Reading Materials	113,420
633	Testing Materials	8,241
634	Food Service	1,328
639	General Supplies and Materials	878,544
641	Travel and Subsistence -- Employee and Student	62,631
642	Insurance and Bonding Costs	0
649	Miscellaneous Operating Costs/Fees and Dues	568,550
659	Other Debt Services Fees	6,300
661	Land Purchase and/or Improvements	22,563
662	Building Purchase, Construction, and/or Improvements	2,978,844
663	Furniture & Equipment - \$5,000 or more per unit cost	29,535
110	Cash (Petty Cash)	13,240
129	Misc. Receivable/Alternative Certification Fees	400
131	Inventory Purchases	45,942
217	Operating Transfers, Loans and Reimbursements	12,245
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	7,986
	Total	17,812,812

PROGRAM DESCRIPTION:

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

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	104,878,202.00	103,859,351.00	(1,018,851.00)	99.0%
5800-STATE PROGRAM REVENUES	75,322,616.00	70,391,044.00	(4,931,572.00)	93.5%
5900-FEDERAL PROGRAM REVENUES	1,520,000.00	2,316,163.00	796,163.00	152.4%
TOTAL- REVENUES	181,720,818.00	176,566,558.00	(5,154,260.00)	97.2%
EXPENDITURES				
6100-PAYROLL COSTS	151,946,281.00	142,758,835.00	9,187,446.00	94.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,485,794.00	9,480,887.00	4,004,907.00	70.3%
6300-SUPPLIES AND MATERIALS	9,145,674.00	7,339,948.00	1,805,726.00	80.3%
6400-OTHER OPERATING EXPENDITURES	9,976,594.00	8,779,234.00	1,197,360.00	88.0%
6600-CAPITAL OUTLAY	1,543,511.00	797,810.00	745,701.00	51.7%
TOTAL-EXPENDITURES	186,097,854.00	169,156,714.00	16,941,140.00	90.9%

Lamar ~~CPD~~
 Local Investment Pools
 as of August 31, 2012

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,293,473.07	0.00	0.00	255.85	2,293,728.92
General Account	37,749,055.71	27,360,286.26	16,840,107.17	4,636.07	48,273,870.87
Capital Projects	0.00	0.00	0.00	0.00	0.00
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	786,914.76	4,952,372.00	5,450,000.00	220.77	289,507.53
Debt Service Series 1996	68.79	0.00	68.79	0.00	0.00
Debt Services Series 1998	0.00	0.00	0.00	0.00	0.00
Debt Service Series 1999	0.00	0.00	0.00	0.00	0.00
Debt Service Series 2004	2,706,644.80	803,468.58	3,225,260.91	150.66	285,003.13
Workmen's Comp	809,321.10	12,735.17	40,000.00	87.43	782,143.70
Property Tax	14,389,833.14	395,293.62	14,595,250.24	646.78	190,523.30
Vending Contract Sponsor	474,449.77	0.00	0.00	52.90	474,502.67
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	643,031.18	1,197,394.41	1,840,424.59	35.22	36.22
Debt Service Series 2007	1,964,127.83	974,524.93	2,938,651.76	97.62	98.62
Capital Projects Series 2005	1,516,212.18	0.00	850,000.00	114.98	666,327.16
Student Activity Funds	56,164.19	0.00	0.00	6.33	56,170.52
Taylor Ray Donation Account	14,724.44	0.00	0.00	1.60	14,726.04
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,130.00	0.00	0.00	5.97	53,135.97
Debt Service Series 2008	2,937,557.35	900,964.86	3,163,645.53	186.93	675,063.61
Powell Point Series 2003	13,819.67	8,611.20	730.00	2.05	21,702.92
Capital Projects 2012A	22,010,002.91	0.00	0.00	2,455.27	22,012,458.18
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,010.26	0.00	0.00	0.59	5,010.85
Workers' Comp	719,326.86	0.00	0.00	85.06	719,411.92
Property Tax Fund	32,091.38	0.00	0.00	3.79	32,095.17
General Fund	2,582,384.76	0.00	0.00	305.37	2,582,690.13
Food Service Fund	90,298.51	0.00	0.00	10.68	90,309.19
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Debt Service Series 1998	43.64	0.00	43.64	0.00	0.00
Capital Project Series 1998	699.15	0.00	0.00	0.08	699.23
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,433.84	0.00	0.00	16.96	143,450.80
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.23	0.00	0.00	0.05	383.28
Capital Projects 2008	36,763.44	0.00	0.00	4.35	36,767.79
Capital Projects 2012A	22,010,524.87	0.00	0.00	2,602.81	22,013,127.68
MBIA Texas CLASS Fund					
General Account	15,294,563.68	0.00	0.00	3,063.81	15,297,627.49
Debt Service Series 1998	90.83	0.00	90.83	0.00	0.00
Capital Project Series 1998	903.24	0.00	0.00	0.30	903.54
Debt Service Series 1999	1.22	0.00	1.22	0.00	0.00
Capital Project Series 1999	0.00	0.00	0.00	0.00	0.00
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2008	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,010,154.23	0.00	0.00	2,205.54	11,012,359.77
TEXSTAR					
Capital Projects Series 2007	742.18	0.00	0.00	0.04	742.22
Debt Service Series 2008	3,005,017.72	0.00	0.00	338.45	3,005,356.17
Capital Projects Series 2008	10,033,278.31	0.00	262,288.60	1,116.18	9,772,105.89
Debt Service Series 2012A	6,100,788.72	0.00	97,409.38	680.84	6,004,060.18
Debt Service Series 2012B	37,568.04	0.00	32,805.00	2.14	4,765.18
Capital Projects Series 2012A	31,429,356.49	200,000.00	3,015,773.87	3,385.59	28,616,968.21
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,236,336.09	0.00	0.00	237.81	2,236,573.90
Capital Projects Series 2008	140.42	0.00	0.00	0.01	140.43
Capital Projects Series 2012A	16,506,958.48	0.00	0.00	1,755.32	16,508,713.80

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.13	\$8,956.43
LONE STAR ACCOUNT INTEREST	0.15	\$3,029.74
MBIA TEXAS CLASS ACCOUNT INTEREST	0.24	\$5,269.65
TEXSTAR ACCOUNT INTEREST	0.13	\$5,523.24
TEXAS TERM/DAILY ACCOUNT INTEREST	0.13	\$1,993.14
TOTAL CURRENT MONTH EARNINGS		\$24,772.20
EARNINGS 9-01-11 THRU 7-30-12		\$191,458.73
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$216,230.93

**CONSIDER APPROVAL TO SUBMIT A WAIVER REQUEST TO THE TEXAS
EDUCATION AGENCY RELATING TO INCENTIVE AID PAYMENTS FOR THE
ANNEXATION OF KENDLETON ISD**

RECOMMENDATION:

That the Board of Trustees approve the submittal of a waiver request to the Texas Education Agency to grant an exception allowing Lamar Consolidated Independent School District to receive incentive aid for a period of ten years.

IMPACT/RATIONALE:

Per the Order of the Commissioner, and effective as of July 1, 2010, Kendleton ISD was annexed to Lamar CISD. The purpose of applying for the waiver is to ensure that the District will receive incentive aid for a period of ten years as result of the annexation. Unless an exception is granted, the standard period of time to receive this type of assistance is three years.

In consultation with Texas Education Agency and through calculations prepared accordingly, it appears that Lamar CISD is entitled to Incentive Aid payments for a period up to ten years under Texas Education Code, Title 2, Subtitle C, Chapter 13, Subchapter G, Sections 13.281-285. The amount of incentive aid calculated is the result produced by comparing the amount of state aid (Foundation School Program) for which both Lamar CISD and Kendleton ISD would have been entitled had they not been consolidated with the amount the surviving district generates after the consolidation. At this time, that amount is estimated to be \$172,520 per year.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CONTRACTED SERVICES
TO PROVIDE TECHNICAL SUPPORT FOR UPGRADE
OF ADMINISTRATIVE SOFTWARE**

RECOMMENDATION:

That the Board of Trustees approve Davidson Services, LLC to provide technical support for the upgrade of the District's administrative software (MUNIS) to Version 9.3, and authorize the superintendent to negotiate the contract for services.

IMPACT/RATIONALE:

Davidson Services, LLC provided successful project management and implementation services for the original implementation of MUNIS, the District's financial services, human resources, and payroll software. The software has been in live production since November 2008 and requires an upgrade in order to access new functionality desired by the administrative departments. Technical support is needed due to the scope of work involved in the testing of the applications and related interfaces, as well as in the preparation and rollout of training and materials. The estimated cost of these services is \$51,600. Funds from the Technology portion of the 2011 Bond referendum are available for these services.

PROGRAM DESCRIPTION:

Davidson Services would perform the following tasks:

- Review and document the functional differences between MUNIS 8.1 and 9.3; pinpoint potential impact on the District's current operations,
- Develop testing plan and scripts in each functional area,
- Evaluate current MUNIS interfaces/reports and identify any needed changes,
- Assist staff in testing the new software version for accuracy and efficiency in processing transactions,
- Provide support in the setup of the upgraded Tyler Dashboard,
- Develop and/or update existing Tyler user manuals/documentation, and
- Assist in communications with Tyler Technologies regarding issues/problems encountered during the testing process.

Submitted By: Jill Ludwig, Chief Financial Officer
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Tyler Upgrade Testing Support and Services

prepared for



3911 Avenue I
Suite 214
Rosenberg, TX 77471

September 10, 2012

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1 Executive Summary

Lamar Consolidated ISD (LCISD) is upgrading their Enterprise Resource Planning (ERP) solution, Tyler MUNIS, to version 9.3 and has requested a SOW for testing support and services. The testing support and services offered include the following.

- Review the functional differences between MUNIS 8.1 (LCISD's current version) and MUNIS 9.3. Document the significant differences and potential impact on the district's current operations.
- Develop a series of testing scripts in each functional area to include a log and procedure for documenting testing results.
- Evaluate the current MUNIS interfaces/reports and identify any potential impact for needed changes.
- Coordinate with each functional lead the testing required in each of their respective areas.
- With assistance from LCISD staff, follow up with Tyler regarding issues/problems resulting from the testing process.

2 Davidson Services Responsibilities

Davidson Services will provide a series of services designed to prepare LCISD for the upgrade to MUNIS Version 9.3. These preparation services are designed to proactively identify and communicate any immediate or potential challenges transitioning to the upgraded environment. As part of this phase, Davidson Services will develop a structured process for testing version 9.3 and tracking any issues resulting from the testing process.

The following sections describe the services Davidson Services will provide in assisting LCISD with their transition to Tyler MUNIS version 9.3.

2.1 Conduct Functional Comparison

As part of preparing for the MUNIS 9.3 upgrade, Davidson Services will evaluate the primary functional differences delivered in the new version. The evaluation is designed to communicate any significant changes that would require attention or significant changes in the district's current process and/or procedures. The evaluation will focus on the Finance, Procurement, Human Resources and Payroll areas and include those functions the district is currently and planning to utilize.

Description:

The objective of this task is to evaluate the functional changes delivered in 9.3 against the district's current environment. The following sub-tasks will be performed:

-
- Using documentation available from Tyler Technologies and access to the 8.1 environment, identify the primary difference between the two from a functional and processing standpoint.
 - In addition to each functional area, review changes in security, workflow and self service.
 - Document any challenges, concerns, or functional changes that could impact LCISD's existing operational, process or procedural structure.

Deliverables:

- MUNIS Upgrade Concerns/Functional Difference Listing

Completion Criteria:

- This task will be complete when the MUNIS Upgrade Concerns/Functional Difference Listing has been delivered to the LCISD Project Sponsor.

2.2 Develop Upgrade Test Plan and Scripts

As part of the preparation for the actual upgrade, Davidson Services will develop a structure for testing each functional area currently in use at LCISD.

Description:

The purpose of this task is to develop the plan and structure for testing the MUNIS 9.3 environment. The Upgrade Test Plan will provide LCISD the structure and documented results for transitioning to the 9.3 environment. The following sub-tasks will be performed:

- Define the approach for conducting the upgrade test
- Develop the upgrade test scripts for each functional area
- Document/communicate the upgrade test procedure
- Develop/communicate the upgrade testing schedule and assignment.

Deliverables:

- MUNIS Upgrade Test Plan

Completion Criteria:

This task will be complete when the MUNIS Upgrade Test Plan has been prepared and delivered to the LCISD Project Sponsor.

2.3 Review MUNIS Interfaces and Reports

The intent of this task is to review the current interfaces to/from MUNIS and determine what impact the upgrade will have on current interface designs and functions.

Description:

The objective of this task is to evaluate the current interfaces to and/or from MUNIS and identify any impact the upgrade will have on each of the supported areas. The interfaces that will be evaluated include the following subsystems. Tyler documentation summarizing database table and view changes will be used for this task.

- Interface of applicant records from WinOcular to MUNIS.
- Kronos Payroll Export interface to MUNIS.
- Kronos Person Import interface from MUNIS.
- Import of Bus Trip records into MUNIS.
- eSchool interface to MUNIS
- Other interfaces to MUNIS not listed above
- Evaluate Upgrade impact on custom reports

Deliverable:

- MUNIS Interface and Report Impact Overview

Completion Criteria:

This task will be complete when the MUNIS Interface and Report Impact Overview has been delivered to the LCISD Project Sponsor.

2.4 Conduct Upgrade Testing

Using the testing structure developed in *Task 2.2 Develop Upgrade Test Plan and Scripts*, Davidson Services will assist LCISD functional leads in conducting the Upgrade Tests.

Description:

The purpose of this task is to assist LCISD functional leads in running the test scripts and documenting test results. The following subtasks will be performed:

- Conduct a Readiness Testing Meeting with LCISD functional leads to ensure each participant understands the test processes and assignments.
- Be available on-site to assist with any questions, support or assistance needed during the testing process.

- Work with LCISD functional leads and Tyler Support to resolve any issues or concerns resulting from the testing process.

Deliverable:

- Upgrade Test Results

Completion Criteria:

This task will be complete when the Upgrade Test Results have been delivered to the LCISD Project Sponsor.

2.5 Dashboard Configuration and User Documentation Support

Technical and functional changes from Version 8.1 to Version 9.3 may require addition support in the setup of the Tyler Dashboard and update of existing Tyler documentation and development of documentation supporting the dashboard deployment.

Description:

The purpose of this task is to provide support services to facilitate the configuration of the Tyler Dashboard and update existing user documentation. The following subtasks will be performed:

- Work with LCISD key users to determine/document requirements for Tyler Dashboard deployment. **It will be the responsibility of Tyler Technologies to configure the Dashboard application.**
- Develop documentation that will assist users in using the new Dashboard interface.
- Provide LCISD technical staff with support during the Tyler Dashboard deployment.
- Based on new or modified functionality, update existing LCISD user documentation for the MUNIS system.
- Develop documentation to assist LCISD staff to navigate using the Central Programs interface.

Deliverable:

- Documented Tyler Dashboard Requirements
- Dashboard User Documentation
- Updated LCISD User Documentation for MUNIS
- Central Programs Navigation Documentation

Completion Criteria:

This task will be complete when the documentation listed above has been delivered to the LCISD Project Sponsor.

3 LCISD Responsibilities

The responsibilities listed in this section are to be provided at no charge to Davidson Services. Davidson Services' performance is predicated upon the following responsibilities being fully and timely fulfilled by Lamar Consolidated Independent School District.

3.1 LCISD Project Sponsor

Prior to the start of this Statement of Work, LCISD will designate a person called the LCISD Project Sponsor, to whom all Davidson Services communications will be addressed and who has the authority to act for Lamar in all aspects of the contract. The LCISD Project Sponsor's responsibilities will include:

- Serving as the interface between the Davidson Services project team and all Lamar functional leads and departments participating in this project
- Securing the Lamar resources required to complete the project
- Providing information and decisions to Davidson Services personnel within three (3) business days unless both parties agree to a shorter or an extended response date
- Reviewing and approving or rejecting all deliverables within ten (10) business days after receipt. Approval will be deemed to occur if notification of rejection is not received by the end of ten (10) business days
- Resolving project issues and escalating issues within the LCISD organization as necessary
- Administering project change control with the Davidson Services Project Manager
- Monitoring and reporting status on a regular basis to LCISD management

3.2 Office Space and Other Facilities

LCISD will provide office space of reasonable size, and all supplies, furniture, telephone, LAN and modem access required for up to one Davidson Services personnel when working on-site. Davidson Services personnel will provide their own laptop computers but shared access to Lamar printers, copiers, and fax machines will be required.

3.3 Overtime Pay

LCISD will be responsible for any overtime pay that may be required for its personnel to oversee Davidson Services activities related to this project when agreed-to work is performed outside the standard business day or otherwise at times that require overtime.

3.4 Scheduling and Availability of LCISD Resources

LCISD will be responsible for scheduling personnel and providing and scheduling appropriate

spaces for meetings and training over the course of this Statement of Work. LCISD personnel will be available for upgrade testing activities as required to fulfill the requirements of this Statement of Work.

4 Estimated Schedule

The services to be performed under this Statement of Work will be delivered during the period of September 24, 2012 through November 30, 2012.

5 Change Authorization Process

Davidson Services recognizes that, with any technology related projects, changes can and do occur. Following fundamental project management processes, Davidson Services personnel are trained to keep changes to a minimum and projects on schedule. When changes are required however, new and/or additional tasks will be documented; costs estimated and impact on schedule determined. The results of this work will be presented to LCISD and if accepted, LCISD will sign a change order. Work will not begin on any changes until Davidson Services receives authorization from LCISD in the form of a signed Change Order and an amended purchase order.

5.1 Completion Criteria

Davidson Services shall have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

- Davidson Services completes the work described in the "Davidson Services Responsibilities" section, including delivery to LCISD of the Deliverable Materials,
or
- Davidson Services or LCISD terminates the Project in accordance with the Independent Contractor Agreement between LCISD and Davidson Services, LLC,
or
- Fiscal funding is not approved and LCISD terminates the project before completion. LCISD will notify Davidson Services immediately and request a bill for all hours and expenses expended.

6 Costs

Davidson Services will provide the services described within this proposal under a fixed price contract. The table below provides the details of our proposed cost for the services detailed in this Statement of Work.

6.1 Proposed Fees

Davidson Services' total fees for the proposed firm items will not exceed \$51,600 (Consulting Fees - \$48,600 plus estimated Travel Expenses - \$3,000).

6.1.1 Consulting Fees Breakdown by Task

Details supporting the consulting fees for the proposed base services are listed below.

PROPOSED TASKS			
Task	Task Description	Hours	Estimated Cost
2.1	CONDUCT FUNCTIONAL COMPARISON	40	\$7,200
2.2	DEVELOP UPGRADE TEST PLAN AND SCRIPTS	30	\$5,400
2.3	REVIEW MUNIS INTERFACES AND REPORTS	40	\$7,200
2.4	COORDINATE/SUPPORT UPGRADE TESTING	80	\$14,400
2.5	DASHBOARD CONFIGURATION AND USER DOCUMENTATION SUPPORT	80	\$14,400
	TOTAL PROPOSED SERVICES	270	\$48,600

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH HOUSTON
INDEPENDENT SCHOOL DISTRICT – SCHOOL HEALTH AND RELATED
SERVICES (SHARS) PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve an interlocal agreement between the Lamar Consolidated Independent School District and the Houston Independent School District (HISD) for the administration of the SHARS Program within the District, and authorize the Superintendent to negotiate minor final terms of the agreement.

IMPACT/RATIOINALE:

The collaboration between Lamar CISD and Houston Independent School District for the administration of the SHARS program will improve the efficiency and effectiveness of LCISD Medicaid billing and increase the district's potential financial returns. The fee for this service is 5% of net revenues received.

PROGRAM DESCRIPTION:

Lamar CISD will take the following actions in an effort to secure the success of this collaboration:

- Ensure that LCISD staff are available for trainings provided by HISD,
- Provide a point of contact within the district to oversee Medicaid billing, and
- Provide ongoing monitoring and oversight of LCISD submissions and reimbursements.

Houston Independent School District will:

- Provide training to LCISD staff regarding Medicaid billing and eligible submissions, and
- Provide technical assistance and billing support to LCISD for Medicaid submissions.

Submitted by: Megan Whitley, Director of Elementary Education
 Jill Ludwig, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent of Schools

INTERLOCAL AGREEMENT

HOUSTON INDEPENDENT SCHOOL DISTRICT

AND

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

SCHOOL HEALTH AND RELATED SERVICES (SHARS) PROGRAM

I. **GENERAL** An Interlocal Agreement (Agreement) is one of the six procurement methods allowed under Section 44.031, of the Texas Education Code. This Agreement is entered into by and between Houston Independent School District hereafter referred to as "HISD" and Lamar Consolidated Independent School District hereafter referred to as "LCISD" or "Client District" as the contracting parties, pursuant to Chapter 791, Texas Government Code, as amended. In consideration of the provisions, covenants and mutual responsibilities herein expressed, the parties hereto enter into this Agreement as follows:

Both Parties, in the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party

II. **GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incident to this Agreement shall lie in Harris County, Texas.

III. **PURPOSE** The purpose of this Agreement is for the HISD to manage and provide Medicaid Billing and Claiming Services for the LCISD's School Health and Related Services (SHARS) Program. These services to be offered by HISD to LCISD, and the duties and responsibilities of LCISD, are described in "**EXHIBIT A: ROLES AND RESPONSIBILITIES**" section of this Agreement. The services of HISD are defined and limited to the claiming for Medicaid reimbursement of the SHARS program activities and associated costs.

IV. **TERM** This Agreement shall commence on **September 20, 2012** and shall remain in effect until **September 19, 2013** and this Agreement will be automatically renewed annually for two (2) consecutive years after the completion of the above term, except with 60 days advance written notice of termination by either party in accordance with this Agreement.

Either party may terminate this Agreement at any time without cause upon sixty (60) days advanced written notice to the other party. In the event of termination by either party, each party will cooperate with the other party to facilitate the turnover of materials and records as needed to assure continued support or on-going operations. Any rights each party has to receive revenues from Medicaid reimbursements shall survive termination of this Agreement to the extent that such revenues were completely earned for SHARS claims billed and/or for consulting services provided prior to the effective date of the termination of the Agreement.

V. **DATA AND PROPRIETARY RIGHTS** The Work shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and all related materials originated and/or developed by HISD personnel in the course of performing the work and services associated with this Agreement ("Work").

- VI. RECORDS, DOCUMENTS, AND CONFIDENTIALITY** HISD will own all proprietary rights to all SHARS program billing records, documents, and Proprietary or confidential information and/or trade secrets developed, created and/or originated by HISD and LCISD either prior to the commencement or during the continuation of this Agreement. Upon termination according to provisions in the "TERM" section of this Agreement, the LCISD shall make available to the HISD and turn over at HISD's request, all SHARS program billing records, documents, and Proprietary information received from the HISD.

The LCISD acknowledges and agrees not to disclose to any nonparty to this Agreement, other than as required to implement the terms of this Agreement, any SHARS records, documents, proprietary information, reports, operating information, financial data or other business information, relating to the other parties without written permission from an HISD official, except as otherwise provided by the Texas Public Information Act or other applicable law.

- VII. CONFIDENTIAL AND PROPRIETARY INFORMATION** The parties may provide technical information and expertise to each other that is either: **(1)** marked as being confidential or, **(2)** if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure **(i)** hold the disclosing party's Confidential Information in strict confidence, and **(ii)**, except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and **(iii)** use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply: **(a)** to any portion of a party's publicly known information through no wrongful act or omission on the part of the receiving party; **(b)** to any such information that is already known to the receiving party at the time of the disclosure without similar non-disclosure obligations; **(c)** to any such information that is rightfully received by the receiving party from a third party without similar non-disclosure obligations; **(d)** to any such information that is approved for release by written authorization of the disclosing party; or **(e)** to any such information that is required to be disclosed by order of a court or government body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

- VIII. SHARS REVENUE** SHARS revenue shall mean the following; **(1)** the gross Federal Share of the SHARS program's reimbursements before the allocation of gross Federal reimbursements between the State of Texas and the LCISD, and **(2)** cash and any credits received by the State of Texas on the behalf of or for the LCISD'S benefit as a direct result of participating in the SHARS program.

- IX. COMPENSATION FOR SERVICES** HISD shall be compensated by the LCISD in amounts based on the fee schedule listed in "**Exhibit B**" attached hereto and made a part of this Agreement.

HISD shall be entitled to payment for all current and retroactive claims successfully completed and for which reimbursement has been received by the LCISD. HISD shall send LCISD a monthly invoice of fees due to HISD and each invoice will be due and payable to HISD within 30 days. Claims filed retroactively in accordance with regulatory Medicaid guidelines in the Texas Medicaid Plan will be due and payable based on the current schedule listed in "**Exhibit B**" of this Agreement. The basis for claims filed retroactively is described in "**Exhibit C**" of this Agreement, which is made a part hereof. All invoices shall include appropriate documentation to support the payment. Upon termination of this Agreement, HISD shall be entitled to payment for all claims successfully transmitted to Texas Medicaid and Healthcare Partnership/Medicaid to date of termination, and as payment is received by LCISD.

In the event that any federal and/or state agency shall demand return of any payments for claims previously remitted on behalf of LCISD, including applicable interest, penalties, or charges related to such claims, LCISD shall be responsible for reimbursement of all such amounts.

In the unforeseen event that HISD must incur substantial increases in cost for personnel and/or material to keep in compliance with new Medicaid regulations, the parties to this Agreement mutually agree to negotiate a reasonable increase in fees or costs that would be incurred by the HISD to maintain Medicaid compliance.

- X. EVENTS OF DEFAULT** Upon the occurrence of an Event of Default (as hereafter defined) by either party to this Agreement, the non-defaulting party may terminate this Agreement effective thirty (30) days from the date of written notice to the defaulting party. Each of the following events constitutes an Event of Default:
- A. LCISD fails to make any payments to HISD on or before the due date and fails to cure this delinquency within thirty (30) days of notice of such delinquency from HISD;
 - B. LCISD fails to perform or observe any other duty or obligation to be performed or observed by it under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from HISD to the LCISD, or
 - C. HISD fails to perform any of its duties hereunder, and such failure shall continue for thirty (30) days after written notice of such failure sent by the LCISD to HISD.
- XI. CONFIDENTIALITY OF STUDENT CLINICAL OR MEDICAL DATA** LCISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from LCISD to anyone other than an employee of the LCISD, who requires such information to perform hereunder, or an employee of HISD, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

HISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from the LCISD to anyone other than an employee or agent of HISD who requires such information to perform hereunder, or as required in order to perform the claims Submission process, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

No information shall be deemed confidential unless designated as such in writing by the party asserting such confidential nature, or unless designated as confidential by law under any of the aforementioned statutes or other applicable laws, rules or regulations.

- XII. CUSTOMER SUPPORT** HISD will provide comprehensive client support services including the handling of all incoming customer (client) calls during normal HISD business hours regarding the SHARS program or HISD client services related to SHARS reimbursement.

Upon mutual execution of this Agreement, HISD agrees, within 15 business days, to begin formal training and/or orientation with LCISD on the finance and program processes and/or procedures of this SHARS program.

- XIII. IMMUNITY AND DISCLAIMER** HISD does not waive or relinquish any immunity or defense on behalf of itself, and its trustees, officers, employees (paid or volunteer) and agents all in both their individual and official capacities, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

The Parties expressly agree that HISD has made no warranties whatsoever, express or implied, regarding the accuracy, dependability or viability of the data or the SHARS program or any products related to the SHARS reimbursement process.

HISD hereby expressly disclaims, and the LCISD expressly agrees to such disclaimer, of any and all express and implied warranties with regard to the SHARS program including, without limitation, any implied warranties of merchantability or fitness.

In no event shall HISD be liable for any loss, inconvenience, claims or damages, including without limitation, any damages for loss of business profits, business interruption, loss of any actual or potential SHARS reimbursements, or claims for reimbursement, or any other direct or indirect claims or causes of action, resulting from or arising out of this Agreement and the obligations herein.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against HISD.

- XIV. ERRORS AND OMISSIONS** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors and omissions are reported as soon after discovery as possible.
- XV. SOLICITATION** During the term of this Agreement, and for a period of one year thereafter, neither LCISD nor HISD will solicit for employment, in areas related to Medicaid programs, any employees of the other party or its affiliates who directly participated in the work being performed hereunder.
- XVI. NO ASSIGNMENT** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- XVII. SECTION HEADINGS** The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- XVIII. NOTICE** Any notice required to be given under the provisions of the Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Houston Independent School District

Houston Independent School District
Attn: Melinda Garrett, Chief Financial Officer
4400 West 18th Street
Houston, Texas 77092

To: Lamar Consolidated Independent School District
Lamar Consolidated Independent School District
Attn: Jill Ludwig, Chief Financial Officer
3911 Avenue I
Rosenberg, Texas 77471

- XIX. MISCELLANEOUS** This Agreement shall constitute the complete understanding of HISD and LCISD, and may not be modified in any manner without the express written consent of both parties.

If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. All exhibits attached hereto are expressly made a part of this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date(s) set forth herein.

Dated this _____ day of _____, 2012

LAMAR CISD

HOUSTON ISD

Dr. Thomas Randle
Superintendent of Schools

Terry B. Grier, Ed.D.
Superintendent of Schools

APPROVED AS TO FUNDING AND BUSINESS TERMS

Melinda Garrett, Chief Financial Officer

APPROVED AS TO FORM:

Donald R. Boehm, Attorney

EXHIBIT "A"

ROLES AND RESPONSIBILITIES

HOUSTON ISD / BILLING AGENT

- 1) Assist the client district in obtaining a Medicaid Provider Identification Number.
- 2) Assist the client district in executing a provider contract as required by TMHP to file electronic claims.
- 3) Verify student eligibility for each claim submitted (**HISD pays for and maintains a direct-line access to the State Medicaid eligibility mainframe on behalf of all its school districts**).
- 4) Provide the client district with pre-printed or on-line SHARS service tickets generated from the client district's Medicaid eligible student list.
- 5) Process all required data to create and maintain student, clinician/therapist, and service files.
- 6) Process each SHARS claim generated by the client district's clinician or health care providers documenting each SHARS service provided to Medicaid eligible students.
- 7) Submit SHARS claim data to TMHP/Medicaid for SHARS reimbursement utilizing HISD billing software for electronic claims submission for which Medicaid reimbursement will be sought.
- 8) Provide the client district with support services for Claims Tracking for the client district's use in tracking monthly service tickets for SHARS Medicaid eligible students.
- 9) Issue monthly invoice for services provided to client district that discloses claims successfully processed, submitted, and subsequently paid by TMHP/Medicaid.
- 10) Maintain billing records including site storage for data stored at HISD for a minimum of 7 years pursuant to Medicaid requirements.
- 11) Generate quarterly reports, which show: **(1)** SHARS revenue billed to date, and **(2)** SHARS revenue received to date.
- 12) Provide access to applicable documentation and records required by federal and state laws, rules and regulations, and guidelines for Medicaid or other governmental compliance.
- 13) Provide support with the Center for Medicare and Medicaid Services (CMS), Texas Health and Human Services Commission (THHSC), and Texas Education Agency (TEA) audits.
- 14) Provide client support Hot Line with free 1-800 long distance access during normal HISD business hours.
- 15) Monitor compliance with changing federal and state Medicaid laws.
- 16) Assist client district with the quarterly submission of the "Certification of Expended State Funds Letter" as required by CMS and THHSC.
- 17) Assist client district with the annual submission of the "Cost Report Settlement" as required by CMS and THHSC

EXHIBIT "A"

ROLES AND RESPONSIBILITIES

PAGE 2

LCISD / CLIENT DISTRICT

- 1) Designate contact person(s) or coordinator to officially communicate and maintain on-going contact with the HISD
- 2) Obtain a Medicaid Provider Identification Number.
- 3) Execute a provider contract as required by TMHP to file electronic claims.
- 4) Authorize HISD to act as billing agent by executing **Billing Service Authorization** per "Exhibit D" of this Agreement.
- 5) Submit a listing, and/or data base of all of LCISD's special education students for HISD to determine SHARS Medicaid eligibility, and update list as required by HISD.
- 6) Submit copies of monthly SHARS service tickets to HISD for claims processing and submission.
- 7) Maintain source documentation for a period of seven (7) years on services for which SHARS claims were filed.
- 8) Warrant to the best of the knowledge of the district, its agents, officers, and employees, the accuracy, reliability, and completeness of any and all claim information submitted to HISD.
- 9) Pay monthly invoices received from HISD for SHARS Medicaid revenue received and services provided to LCISD in accordance with the **Current Fee Schedule** in "Exhibit B" of this Agreement.
- 10) Require clinicians and SHARS service providers to complete monthly pre-printed SHARS Service Tickets for monthly processing and claims submission for Medicaid reimbursement.
- 11) Authorize HISD as billing agent, by executing Release Of Information as per "Exhibit E" to obtain a copy of the client district quarterly "**Certification of Expended State Funds Letter**" from TMHP.
- 12) Provide other information and services as required in order to successfully complete the SHARS claim process.

EXHIBIT "B"
FEE SCHEDULE

**HISD SERVICE FEE SCHEDULE
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
ELECTRONIC CLAIM SUBMISSION**

HISD SERVICE FEE SCHEDULE FOR CLIENT DISTRICT'S PAID CLAIMS
--

5 % OF ALL SHARS REIMBURSEMENT REVENUE RECEIVED
--

PLEASE NOTE:

- 1) Service fee will only apply to PAID CLAIMS that generated Medicaid reimbursement revenue. A service fee of 0% (zero) will only apply to the SHARS Annual Cost Report Settlement Amount.
- 2) Contract renewals will be effective _____ of each consecutive year.
- 3) Payment of fees to HISD must be made on or before the due date of monthly invoice received from HISD.

EXHIBIT "C"

RETROACTIVE CLAIMS

For retroactive claims submitted during the period designated in the Texas Medicaid Plan, HISD shall be entitled to payment only for claims successfully completed and for which reimbursement has been received by the LCISD. Billings by HISD under this agreement shall be due and payable only for claims for which LCISD has received prior reimbursement. In the event that any claims are subsequently disallowed after payment to the LCISD, then HISD shall reimburse LCISD for fees received by HISD on any such claims. Fees due and payable will be based on the fee schedule in "**Exhibit B**" of this agreement. These terms apply only to the retroactive claim filing period as designated by the Texas Health and Human Services Commission (THHSC) and do not impact claims incurred during the current academic year.

EXHIBIT "D"

BILLING SERVICE AUTHORIZATION

This form authorizes the Houston Independent School District through its billing software service to act on the behalf of LCISD in meeting the requirements authorized in the following paragraphs, when submitting Medicaid claims on behalf of LCISD.

This is also to certify that information appearing on billings submitted by LCISD for the Texas Medical Assistance Program is and will be true, accurate and complete. LCISD understands that payment of any Texas Medical Assistance Program claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws. These certifications are made in accordance with requirements found at 42 Code Federal Regulations 455.18 and 455.19.

LCISD also certifies that the items billed to the Texas Medical Assistance Program are and will be for services that have been and will be provided by LCISD, and in cases of physician services, the services, supplies, or other items billed have been and will be medically necessary for the diagnosis or treatment of the condition of the patients, and are provided without regard to race, color, sex, national origin, age, or handicap.

Additionally, LCISD agrees to keep such records as are necessary to disclose fully the extent of services provided to individuals under the Texas Medical Assistance Program and to furnish and provide access to information regarding any payment claimed for providing such services as the State Agency, Attorney General's Office, and Department of Health and Human Services (HHS) Office may request for five (5) years from date of service, or until any dispute is settled, whichever occurs first.

LCISD agrees to accept the amounts paid by the Medicaid program as full payment for the services rendered for which a Medicaid benefit is provided under the Texas Medical Assistance Program.

This form, to be retained in HISD files, bears LCISD's original authorized signature:

Medicaid Provider Number

Name of Authorized Representative

Provider (District Name)

Authorized Signature

P.O. Box / Street

Title

City/State/Zip

Date

EXHIBIT "E"
RELEASE OF INFORMATION

Lamar Consolidated Independent School District authorizes HISD, as billing agent, to obtain a copy of the quarterly **"Certification of Expended State Funds Letter"** from the Texas Medicaid and Healthcare Partnership (TMHP) at the time it is sent to the district.

EXECUTED ON: _____

Authorized Signature

Printed Name

Title

Date

**CONSIDER APPROVAL OF PURCHASE OF
CUSTODIAL SUPPLIES – NON-PAPER**

RECOMMENDATION:

That the Board of Trustees approve the purchase of custodial supplies (non-paper) to Am San; Buckeye Cleaning Center Houston; Calico Industries, Inc.; Gulf Coast Paper Co. Inc.; MedWaste Solutions, Inc.; Pollock Paper Distributors; and Pyramid School Products.

IMPACT/RATIONALE:

Bid #29-2012 requested pricing for specified items from suppliers for a variety of custodial supplies. The primary criteria used to evaluate this bid were vendor pricing, variety of selection, current proportioning system, delivery policy, and experience history with the District. The Maintenance and Distribution Departments worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material, or disposal costs delineated by the contractor and accepted by the District prior to renewal. It is the intent of the administration to renew this contract for years 2 and 3 based on pricing and performance.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer
 Jeff Kimble, Assistant Director of Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent of Schools

Bid Summary
 Bid #29-2012
 Custodial Supply - Non Paper
 September 20, 2012

Item	Description	Central Poly Corp.	Am San	Calico Industries, Inc.	Brawner Paper Company, Inc.	Buckeye Cleaning Center Houston	Boritex Inc.	L & M Industrial Supply	Gulf Coast Paper Co. Inc.	Pollock Paper Distributors	Pyramid School Products	MedWaste Solutions, Inc.	Notes
1	Air Freshener	No Bid	\$2.65	\$4.77	\$3.24	\$2.64	No Bid	No Bid	\$2.77	No Bid	\$2.47	\$3.76	
2	Dust Mop Treatment	No Bid	No Bid	No Bid	\$35.89	No Bid	No Bid	No Bid	\$30.05	\$40.00	No Bid	\$76.91	
3	Germicide Deodorizer	No Bid	No Bid	No Bid	\$2.08	No Bid	No Bid	No Bid	\$2.53	\$1.69	No Bid	No Bid	
4	Toilet Bowl Cleaner	No Bid	\$16.83	No Bid	No Bid	\$12.67	No Bid	No Bid	No Bid	\$9.50	No Bid	\$2.27	Low bids volume requirement not as specified
5	Foam Free Cleaner	No Bid	\$18.04	No Bid	No Bid	\$12.28	No Bid	No Bid	No Bid	\$18.55	No Bid	No Bid	Dispensing system requires this product
6	Spray/Wipe Ready-To-Use Cleaner	No Bid	\$26.94	No Bid	No Bid	\$55.39	No Bid	No Bid	No Bid	\$26.82	No Bid	\$14.13	Low as specified
7	Germicidal Detergent and Deodorant	No Bid	\$67.26	No Bid	No Bid	\$79.59	No Bid	No Bid	No Bid	\$80.40	No Bid	No Bid	Dispensing system requires this product
8	All Purpose Cleaner	No Bid	\$34.61	No Bid	No Bid	\$39.21	No Bid	No Bid	No Bid	\$28.54	No Bid	No Bid	Dispensing system requires this product
9	Stainless Steel Polish	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.20	\$3.51	No Bid	\$2.56	Low as specified
10	Vandal Mark Remover	No Bid	\$3.96	No Bid	\$3.62	\$55.39	No Bid	No Bid	\$2.69	\$3.86	No Bid	\$10.13	
11	Gum Remover	No Bid	\$2.17	No Bid	\$3.64	No Bid	No Bid	No Bid	\$2.85	\$3.31	\$1.60	\$3.89	Low as specified
12	Glass Cleaner, Concentrate	No Bid	\$41.15	No Bid	No Bid	\$61.56	No Bid	No Bid	No Bid	\$51.26	No Bid	No Bid	Dispensing system requires this product
13	Lubricant, Aerosol Can	No Bid	\$3.52	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.24	\$3.75	\$2.25	\$6.42	
14	Furniture Polish	No Bid	\$2.08	No Bid	\$3.36	No Bid	No Bid	No Bid	\$2.20	\$3.17	\$2.00	\$3.16	
15	Tub & Tile Cleaner	No Bid	No Bid	No Bid	No Bid	\$70.38	No Bid	No Bid	No Bid	\$6.53	No Bid	\$18.68	
16	Vomit Pickup	No Bid	\$30.50	No Bid	\$26.40	No Bid	No Bid	No Bid	\$22.18	No Bid	\$27.48	\$36.64	
17	Bag, Plastic 38 x 60 (55 gallon) 22 Mic	\$24.10	\$20.40	\$26.78	\$30.32	\$19.00	No Bid	\$24.24	\$20.08	\$24.51	No Bid	\$28.20	Group Award, Overall Low
18	Bag, Plastic 30 x 37 (20-30 gallon) 16 Mic	\$13.40	\$23.87	\$10.63	\$11.92	\$11.60	No Bid	\$11.00	\$23.50	\$28.89	No Bid	\$40.63	Group Award, Overall Low
19	Bag, Plastic 33 x 40 (33 gallon) 16 Mic	\$15.20	\$14.10	\$15.92	\$15.88	\$14.65	No Bid	\$13.02	\$13.90	\$17.21	No Bid	\$23.18	Group Award, Overall Low
20	Bag, Plastic, Brown 12 x 18 x 21	\$14.20	No Bid	\$16.79	\$39.80	\$13.00	No Bid	\$13.27	No Bid	No Bid	No Bid	\$34.60	Group Award, Overall Low
21	Lid, 20 gallon Trash Can	\$11.20	\$4.50	No Bid	\$4.59	\$3.53	No Bid	No Bid	\$3.60	\$3.78	\$4.39	\$7.31	
22	Can, Trash, Plastic, 20 gallon	\$29.20	\$12.90	\$10.84	\$12.73	\$11.15	No Bid	No Bid	\$11.36	\$11.93	\$13.98	\$23.94	
23	Can, Trash, Plastic, 32 gallon	\$39.99	\$19.54	\$13.44	\$16.88	\$13.82	No Bid	No Bid	\$14.39	\$14.53	\$19.98	\$30.73	
24	Lid, 32 gallon Trash Can	\$15.80	\$6.68	\$4.54	\$4.89	\$4.65	No Bid	No Bid	\$4.85	\$4.73	\$6.99	\$10.39	
25	Waste Container, Sanitary Napkin	No Bid	\$7.24	\$11.12	\$91.76	\$11.44	No Bid	No Bid	\$11.96	\$22.81	\$14.99	\$34.45	
26	Broom, Straw #1 Parlor	No Bid	\$4.02	\$3.54	\$3.31	\$2.53	\$3.97	No Bid	\$4.36	\$4.45	\$2.79	\$7.45	
27	Mop, Cotton, Commode Bowl	No Bid	\$0.48	\$0.52	\$0.51	\$0.46	\$0.76	No Bid	\$0.45	\$0.48	\$0.49	\$0.80	
28	Brush, Bowl Hard Bristle	No Bid	\$1.27	\$0.94	\$1.39	\$1.15	\$1.10	No Bid	\$1.20	\$1.22	\$1.08	\$2.21	
29	Brush, Scrub Short Handle	No Bid	\$2.75	\$1.61	\$3.02	\$1.64	\$2.46	No Bid	\$1.71	\$2.02	No Bid	\$7.35	
30	Conversion Dolly	No Bid	\$23.76	\$16.84	\$23.25	\$18.90	No Bid	No Bid	\$18.12	No Bid	\$18.98	\$66.25	
31	Mop Bucket w/Wringer	No Bid	\$36.34	\$34.08	\$49.02	\$35.05	No Bid	No Bid	\$35.68	\$38.74	\$39.75	\$67.75	

Bid Summary
 Bid #29-2012
 Custodial Supply - Non Paper
 September 20, 2012

Item	Description	Central Poly Corp.	Am San	Calico Industries, Inc.	Brawner Paper Company, Inc.	Buckeye Cleaning Center Houston	Boritex Inc.	L & M Industrial Supply	Gulf Coast Paper Co. Inc.	Pollock Paper Distributors	Pyramid School Products	MedWaste Solutions, Inc.	Notes
32	Hand Duster, Extendable	No Bid	\$3.00	No Bid	\$5.68	\$4.35	No Bid	No Bid	\$8.18	\$13.41	\$4.59	\$7.23	
33	Feather Duster	No Bid	No Bid	No Bid	\$4.79	No Bid	No Bid	No Bid	\$4.45	\$3.12	\$4.69	\$13.56	
34	Mophead, Wedge Tu-Way	No Bid	\$2.50	\$2.82	\$4.84	\$2.91	No Bid	No Bid	\$2.96	\$3.80	\$2.89	\$3.69	
35	Dustmop Frame, 48" x 5"	No Bid	\$3.74	\$3.10	\$6.00	\$3.19	\$5.33	No Bid	\$11.18	\$5.70	\$3.99	\$6.68	
36	Universal Dustmop Handle w/Clip	No Bid	\$6.00	\$4.32	\$5.66	\$4.46	\$5.35	No Bid	\$4.54	\$4.31	\$4.89	\$11.34	
37	Dustmop Frame, 24" x 5"	No Bid	\$2.08	\$1.73	\$3.13	\$1.78	\$2.62	No Bid	\$21.77	\$2.65	\$2.59	\$4.03	
38	Cotton Dust Mophead, 24" x 5"	No Bid	\$6.97	\$3.44	\$4.24	\$4.91	\$3.58	No Bid	\$5.00	\$4.67	\$3.98	\$9.38	
39	Cotton Dust Mophead, 60" x 5"	No Bid	\$16.79	\$7.44	\$9.59	\$12.09	\$6.35	No Bid	\$12.60	\$14.54	\$7.99	\$24.28	Low as specified
40	Dust Mop Frame, 60"	No Bid	\$3.78	\$4.05	\$8.53	\$4.36	\$6.50	No Bid	No Bid	\$7.77	\$5.98	\$8.93	
41	Cotton Dust Mophead, 48" x 5"	No Bid	\$13.12	\$4.74	\$7.80	\$10.97	\$5.90	No Bid	No Bid	\$9.65	\$6.98	\$18.08	
42	Dust Mop Frame, 72" x 5"	No Bid	\$5.74	\$4.66	\$9.49	\$4.80	\$8.08	No Bid	No Bid	\$10.41	\$7.99	\$13.68	
43	Cotton Dust Mop, 72" x 5"	No Bid	\$11.25	\$8.88	\$11.37	No Bid	\$9.00	No Bid	No Bid	\$19.41	\$8.99	\$32.68	
44	Mop Handle, Fem Thread, 54"	No Bid	\$2.93	\$2.94	\$3.27	No Bid	\$2.62	No Bid	No Bid	\$3.00	\$3.99	\$4.91	Low as specified
45	Mop Handle, Male Threads, 60"	No Bid	\$2.65	\$2.52	\$3.52	\$2.42	\$2.65	No Bid	No Bid	\$3.00	\$2.89	\$5.59	Low as specified
46	Mop Handle, Fem Thread, 60"	No Bid	\$3.44	\$2.94	\$4.18	\$3.11	\$2.92	No Bid	No Bid	\$3.60	\$3.99	\$4.51	Low as specified
47	Wedge Mop Handle w/Frame	No Bid	\$5.03	\$2.96	\$5.69	\$3.20	No Bid	No Bid	No Bid	\$2.95	\$3.97	\$3.94	Low as specified
48	Mop, Rayon 16 oz	No Bid	\$3.86	\$3.09	\$4.53	\$2.85	\$2.68	No Bid	No Bid	\$3.12	\$2.39	\$7.24	No sample submitted, low as specified
49	Mop, Rayon 24 oz	No Bid	\$5.09	\$4.15	\$5.34	\$4.27	\$3.77	No Bid	No Bid	\$3.77	\$3.69	\$8.36	No sample submitted, low as specified
50	17" Buffing Pads, White	No Bid	\$1.99	\$1.66	\$3.95	\$1.78	No Bid	No Bid	No Bid	\$2.69	\$1.80	\$2.98	
51	17" Buffing Pads, Black	No Bid	\$1.99	\$1.66	\$4.05	\$1.78	No Bid	No Bid	No Bid	\$2.77	\$1.80	\$2.98	
52	20" Buffing Pads, Red	No Bid	\$2.57	\$2.15	\$5.11	\$2.31	No Bid	No Bid	\$2.46	\$3.48	\$2.36	\$3.75	
53	Cleaning/Scrubbing Pad Holder	No Bid	\$6.69	\$7.08	\$13.79	\$6.83	No Bid	No Bid	\$10.38	No Bid	\$4.95	\$6.50	
54	Cleaning/Scrubbing Pad, Medium Duty	No Bid	\$0.61	\$0.53	\$1.58	No Bid	No Bid	No Bid	\$5.06	No Bid	\$0.80	\$1.00	
55	Stripping/Buffering Pad, Black 13"	No Bid	\$1.30	\$1.11	\$2.75	\$1.20	No Bid	No Bid	\$1.32	\$1.86	\$1.40	\$1.99	
56	Stripping/Buffering Pad, Black 20"	No Bid	\$2.51	\$2.15	\$5.25	\$2.31	No Bid	No Bid	\$2.39	No Bid	\$2.38	\$3.33	
57	Polishing/Buffering Pad, White 20"	No Bid	\$2.51	\$2.15	\$5.11	\$2.31	No Bid	No Bid	\$2.39	No Bid	\$2.38	\$3.53	
58	Polishing/Buffering Pad, White 14"	No Bid	\$1.50	\$1.26	\$3.03	\$1.35	No Bid	No Bid	\$1.81	No Bid	\$1.60	\$2.31	
59	Polishing/Buffering Pad, White 13"	No Bid	\$1.33	\$1.11	\$2.68	\$1.20	No Bid	No Bid	\$1.32	No Bid	\$1.40	\$1.99	
60	Sponge Pad w/Scouring Side	No Bid	\$0.67	\$0.82	\$1.58	\$0.62	No Bid	No Bid	\$0.63	No Bid	\$0.60	\$0.68	
61	Scouring Pad, Green 6" x 9"	No Bid	\$0.18	\$0.15	\$0.46	\$0.16	No Bid	No Bid	\$0.42	\$0.16	\$0.21	\$0.42	
62	Metal Dust Pan, Lobby	No Bid	\$23.22	\$13.28	\$8.82	\$13.64	No Bid	No Bid	\$3.28	\$5.55	\$19.98	\$30.48	

Bid Summary
Bid #29-2012
Custodial Supply - Non Paper
September 20, 2012

Item	Description	Central Poly Corp.	Am San	Calico Industries, Inc.	Brawner Paper Company, Inc.	Buckeye Cleaning Center Houston	Boritex Inc.	L & M Industrial Supply	Gulf Coast Paper Co. Inc.	Pollock Paper Distributors	Pyramid School Products	MedWaste Solutions, Inc.	Notes
63	Plastic Pail, 5 qt	No Bid	\$2.52	\$4.98	\$23.49	No Bid	No Bid	No Bid	\$6.16	No Bid	No Bid	\$3.40	Low as specified
64	Pumic Scouring Sticks	No Bid	\$2.19	No Bid	\$1.67	No Bid	No Bid	No Bid	\$1.94	\$1.96	No Bid	\$2.46	Low as specified
65	Window Scraper, Push/Pull	No Bid	\$1.60	No Bid	\$1.20	\$0.62	No Bid	No Bid	\$6.17	No Bid	No Bid	\$1.93	Low as specified
66	Scraper w/blades	No Bid	\$3.72	No Bid	\$7.00	\$0.17	No Bid	No Bid	\$9.67	No Bid	No Bid	\$15.55	Low not as specified
67	Wiping Towel, Disposable	No Bid	No Bid	No Bid	\$5.38	No Bid	No Bid	No Bid	\$4.93	No Bid	No Bid	\$13.86	
68	Dishwashing Soap	No Bid	No Bid	No Bid	\$2.72	No Bid	No Bid	No Bid	\$2.13	No Bid	No Bid	\$5.86	
69	Lamp, Exit 20T6 ½ Pin/F-120 V Frosted 20W	No Bid	\$1.81	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
70	Lamp, Exit F15T8	No Bid	\$42.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
71	Lamp, Exit Light F6T5/CW	No Bid	\$52.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
72	Lamps, F32T8/SP41/ECO	No Bid	\$67.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
73	Lamp, 60 watt A19 Incandescent	No Bid	\$16.80	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$65.60	
74	Lamp, 75w clear service A19 Incandescent	No Bid	\$16.80	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
75	Lamp, 100 watt A19 Incandescent	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
76	Lamp, F40 CW/RS EW II	No Bid	Disc. Item	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$172.80	Alternate item bid
77	Lamp, FO 32/741 fluorescent	No Bid	\$67.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
78	Lamp, FB T832	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
79	Lamp, F96T12/CS/HO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
80	Battery, Size "C"	No Bid	\$0.60	No Bid	\$0.88	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.45	\$0.67	Group award, overall low
81	Battery, Size "D"	No Bid	\$0.80	No Bid	\$0.96	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.62	\$0.46	Group award, overall low
82	Battery, Size "AA"	No Bid	\$0.25	No Bid	\$0.42	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.27	\$0.20	Group award, overall low
83	Battery, Size "AAA"	No Bid	\$0.31	No Bid	\$0.45	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.28	\$0.18	Group award, overall low
	Minimum Order	\$300.00	\$100.00	No	No	No		250 cases	No	\$400.00	\$50.00	No	

CONSIDER APPROVAL OF AWARD JACKETS

RECOMMENDATION:

That the Board of Trustees approve the purchase of award jackets to Balfour Dilly Letter Jacket Company.

IMPACT/RATIONALE:

Bid #30-2012 requested pricing for award letter jackets for high school athletics, fine arts, and academic recognitions. Funds for the purchase of the base jacket, sport or activity letter and bars to signify years of participation are included in the Athletic, Fine Arts, and High Schools' annual budgets.

PROGRAM DESCRIPTION:

Balfour Dilly Letter Jacket Company will provide the base jacket for the District's students at a cost of \$32.00 per jacket in the colors designated by the District. Athletic and Fine Arts award jackets are awarded per District guidelines and paid from the Athletic and Fine Arts Department budgets, respectively. Academic award jackets are purchased through the high schools' operating budgets. Additional accessories may be purchased by the students. This contract will commence beginning September 21, 2012 for a period of one (1) year, with option to renew for two (2) additional one year terms. Pricing shall remain firm for the first year. In subsequent years, the vendor shall be allowed an increase in price that will be no more than 5%. The price increase request must be presented to the District's Purchasing Manager by June 1st of each subsequent year, and the District will accept the proposed price increase, negotiate a suitable increase amount, or rebid. The District may cancel the award to the vendor without cause at any time and rebid.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent of Schools

ACCESSORY PRICES
(Purchased by Student)

<u>Description</u>	<u>Cost</u>
Script Name on Front	\$16.63
Name on Back Collar	\$16.63
Additional Letter Insert	\$ 7.39
Sleeve Patch	\$23.10
“Class of” Year Patch	\$25.85
Add Sport Insert to Patch	\$ 7.39
Straight Name on Back	\$36.08
Tail on Name	\$11.09
Lettering in Tail	\$11.09
Arched Name	\$13.86
Crazy Name	\$13.86
Old English Name	\$13.86
Add Stars, Paws, Notes and Horseshoes	\$13.86
Add Activity Symbol	\$ 7.39
More Than One Letter in Name	\$ 4.62
Sew On	\$ 7.39
Packaging	\$ 9.24
Shipping (Loose Patches Only)	\$ 9.24

**Bid Summary
 Bid #32-2012
 Award Jackets
 September 20, 2012**

All American Letter Jackets

	Brand	Unit Price
Jacket Model #1	Meca	\$ 55.00
Jacket Model #2	Powers	\$ 55.00

Base Accessories	Name on Back	\$ 45.00
(Purchased by student)	Sleeve Patch	\$ 28.00
	Embroidery	\$ 18.00
	Subtotal	\$ 91.00

Balfour Dilly Letter Jackets

	Brand	Unit Price
	Powers	\$ 32.00

	Name on Back	\$ 36.08
	Sleeve Patch	\$ 25.85
	Embroidery	\$ 16.63
	Subtotal	\$ 78.56

Scholastic & Sports Recognition

	Brand	Unit Price
	Maverick J2RQ	\$ 26.50

	Name on Back	pkg pricing
	Sleeve Patch	pkg pricing
	Embroidery	pkg pricing
	Subtotal	\$ 99.00

Vendor Evaluation / Criteria	Awarded Pts	Awarded Pts	Awarded Pts
40% Purchase Price		35.8	39.2
25% Quality		22.5	22.5
10% Needs Met		10.0	5.0
10% Total Cost		1.0	0.0
10% Reputation		10.0	0.0
5% Past Relationship		5.0	2.5
Vendor Score	**	84.3	69.2

**No samples received from vendor, samples were required

**CONSIDER APPROVAL OF PURCHASE OF
GOOSENECK TRAILER AND TRUCK**

RECOMMENDATION:

That the Board of Trustees approve the purchase of two Gooseneck Trailers from Industrial Trailer Company and two Super Duty Cab and Chassis from Helfman Ford and approve budget amendments as necessary.

IMPACT/RATIONALE:

Bid #31-2012 requested prices to purchase vehicles and trailers for growth in the Fine Arts programs at the high schools. The Fine Arts and Maintenance Departments worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

PROGRAM DESCRIPTION:

These vehicles will be used to transport band equipment and instruments to games and competitions. It is necessary to have additional equipment so that each of the district high school programs can utilize a vehicle per campus. The operating budget will be increased by \$125,000 as this capital purchase is part of the strategic drawdown approved during the 2012-13 budget process. In addition, funds in the amount of \$7,000 will be transferred between functional categories to accommodate the purchase.

Submitted by: Audrey L. Fox, Purchasing Manager
 Ram Estrada, Director of Fine Arts
 Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent of Schools

Bid Summary
Bid No. 31-2012
Gooseneck Trailer and Truck
September 20, 2012

Item	Qty.	Description	Helfman Ford	Industrial Trailer Company	Freightliner of Austin
1	2	Gooseneck Trailer	No Bid	22,205.00	No Bid
2	2	Super Duty Cab & Chassis	47,125.00	No Bid	No Bid
		Total Awarded (Sum of Quantity x Bolded Cost)	\$ 94,250.00	\$ 44,410.00	\$0.00

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 1 - 5, 2012 as "Custodial Week" in the Lamar Consolidated Independent School District.

IMACT/RATIONALE:

Custodial Week will be celebrated nationally during the week of October 1 - 5, 2012. It is appropriate that Lamar CISD recognize the importance and contributions of our district custodial staff during this week.

PROGRAM DESCRIPTION:

Campus and department staff members will be honoring their custodial staff during Custodial Week in Lamar CISD.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **Custodial Week** is celebrated throughout the United States during the week of October 1 - 5, 2012; and

Whereas, **Custodial Week** recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team in our schools; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 1 – 5, 2012 as **Custodial Week** in the Lamar Consolidated Independent School District.

Adopted this 20th day of September 2012 by the Board of Trustees.



Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
RED RIBBON WEEKS**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 - 31, 2012 as "Red Ribbon Weeks" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The weeks of October 23 - 31, 2012 will be celebrated district-wide as "Red Ribbon Weeks," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Tobacco prevention, refusal skills, and the courage to make healthy choices are the focus of this year's campaign. Lamar CISD is on the forefront of prevention in promoting health and success for all our students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 20 years, Lamar CISD has led the community in promoting drug prevention. Each school will be presenting a variety of prevention activities, involving the staff and students, which increase the protective factors in the lives of Lamar CISD students.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, drug, tobacco and alcohol abuse in this nation has reached epidemic stages; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, the weeks of October 23-31, 2012 have been declared district-wide as "**Red Ribbon Weeks;**" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the theme for 2012 is "**The Best Me is Drug Free in LCISD**" and the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug abuse prevention education;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the weeks of October 23-31, 2012 as "**Red Ribbon Weeks**" in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to support and participate in drug-prevention activities.

September 20, 2012



Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL BUS SAFETY WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 15 - 19, 2012 as "School Bus Safety Week" in Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Bus Safety Week will be celebrated nationally during the week of October 15 - 19, 2012. It is appropriate that Lamar CISD recognize the importance of school bus safety and the role that transportation staff members serve during this week.

PROGRAM DESCRIPTION:

Lamar CISD school staff members will increase students' awareness of school bus safety by reviewing and discussing the district's school bus rules.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Bus Safety Week** is celebrated throughout the United States during the week of October 15 - 19, 2012; and

Whereas, **School Bus Safety Week** recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 15 - 19, 2012 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 20th day of September 2012 by the Board of Trustees.

Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL LUNCH WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 8 - 12, 2012 as "School Lunch Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 8 - 12, 2012. It is appropriate that the Lamar CISD recognize the importance of our district school lunch program and staff during this week.

PROGRAM DESCRIPTION:

The Lamar CISD Food Service department has designed special promotions during this week for the school cafeterias.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Lunch Week** is celebrated throughout the United States during the week of October 8 - 12, 2012; and

Whereas, **School Lunch Week** recognizes the importance of a nutritious school lunch program; and

Whereas, food service staff members are valuable members of our schools' educational teams; and

Whereas, the assistance of food service staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 8 - 12, 2011 as **School Lunch Week** in the Lamar Consolidated Independent School District.

Adopted this 20th day of September 2012 by the Board of Trustees.

Michael Richard, President

Julie Thompson, 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:

Foster Band Booster Club donated \$3,500 as a partial payment for clinician for Foster High school band.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF AGREEMENT WITH
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION**

RECOMMENDATION:

That the Board of Trustees approve service agreement with Memorial Hermann Community Benefit Corporation.

IMPACT/RATIONALE:

In 2002 the District entered in to an agreement with Memorial Hermann to provide a school based health clinic. Memorial Hermann provides the clinic building and staff (nurse practitioner, LVN, social worker, receptionist, and part-time dietitian) for the Lamar High School feeder pattern. In 2012, a similar clinic began serving students in the Terry feeder pattern. All services will be free of charge to students in both feeder patterns. Medicaid and Amerigroup are billed for eligible/enrolled students incurring covered services. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, health education, nutritional counseling, individual and group counseling, case management, and expert medical consultation. The District provides the space and transportation to students when needed.

Submitted by: Judith Smith, Director of Student Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

**AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE LAMAR CLINIC)
AND
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION
("Agreement")**

This Agreement is made by and between the Lamar Consolidated Independent School District ("LCISD"), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation ("Memorial Hermann") a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77074.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the "Center");

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Healthcare System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. In 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic began serving students facing barriers to healthcare at the Lamar feeder pattern schools. In 2012, a similar clinic began serving students at the Terry feeder pattern schools.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Amerigroup are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately 4 months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

- Make available, as a key contact, the supervisor of school nurses

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular clinics and mobile dental van
- Obtain City Permits for the Centers' utilities
- Prepare ground work and bring utilities to the building sites. (Since the modular buildings are placed on existing parking lots, the area must be free of accumulation of rain water (puddling).)
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between elementary, middle, and junior high schools and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services).
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide referrals, with parental consent, of individual students
- Cooperate with Memorial Hermann regarding the necessary security and protection of on-site drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3. Term of Agreement

This Agreement shall commence on _____, 2012, and continue through _____, 2013. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. Triplicate Originals

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation
Attn: Ms. Deborah Ganelin
909 Frostwood, Suite 2.205
Houston, Texas 77074

To LCISD-

Lamar Consolidated Independent School District
Superintendent of Schools
3911 Avenue I
Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

[Signatures are on the following page]

IN WITNESS THEREOF, LCISD AND MEMORIAL HERMANN have executed this Agreement on this _____ day of _____ 2012.

MEMORIAL HERMANN

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

Carol Paret, CEO Date
Community Benefit Corporation

Michael Richard, President Date
Board of Education

APPROVED AS TO FORM:

 7/23/12

MHHS LEGAL

Karen Mendoza, Secretary Date
Board of Education

Thomas Randle, Ed.D. Date
Superintendent of Schools

**AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE TERRY CLINIC)
AND
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION
(the “Agreement”)**

This Agreement for services is made by and between the Lamar Consolidated Independent School District (“LCISD”), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation (‘Memorial Hermann’) a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77074.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the “Center”);

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Healthcare System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. Since 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic has served students facing barriers to healthcare at the Lamar feeder pattern schools. In 2012 Memorial Hermann Health Centers for Schools—Terry Clinic began serving uninsured and Medicaid students, as well as insured students facing barriers to health care within the Terry feeder pattern schools.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Amerigroup are billed for eligible/enrolled students incurring covered services. No cash is collected at the clinic site.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately 4 months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator works closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

- Make available, as a key contact, the supervisor of school nurses

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular clinic and mobile dental van
- Obtain City Permits for the Centers' utilities
- Prepare ground work and bring utilities to the building sites. (Since the modular buildings are placed on existing parking lots, the area must be free of accumulation of rain water (puddling).)
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between elementary, middle, and junior high schools and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services).
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide referrals, with parental consent, of individual students
- Cooperate with Memorial Hermann regarding the necessary security and protection of on-site drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on _____, 2012, and continue through _____, 2013. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. Triplicate Originals

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder,

shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation
Attn: Ms. Deborah Ganelin
909 Frostwood, Suite 2.205
Houston, Texas 77074

To LCISD-

Lamar Consolidated Independent School District
Superintendent of Schools
3911 Avenue I
Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information

of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

IN WITNESS THEREOF, LCISD AND MEMORIAL HERMANN have executed this Agreement on this _____ day of _____ 2012.

MEMORIAL HERMANN

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

Carol Paret, CEO Date
Community Benefit Corporation

Michael Richard, President Date
Board of Education

Julie Thompson, Secretary Date
Board of Education

Thomas Randle, Ed.D. Date
Superintendent of Schools

**OFFICE OF PHARMACY AFFAIRS (OPA)
CERTIFICATION OF CONTRACT WITH STATE/LOCAL GOVERNMENT TO PROVIDE
HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS**

To meet the eligibility requirements for a hospital to buy discounted outpatient drugs under Section 340B of the Public Health Service Act, this certification must be completed and signed by both parties. Incomplete forms will not be processed.

Hospital Name

Street Address

Pursuant to the requirement of Section 340B of the Public Health Service Act (42 U.S.C. 256b), I certify that a valid contract (please provide contract number or identifier if applicable - #_____) is currently in place between the private, non-profit hospital named above, and the State or Local Government Entity named below, to provide health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act.

Signature of State or Local Government Official

Name of State or Local Government Official (*please print or type*)

Date

Title and Unit of Government

Address

Phone Number

Ext.

E-Mail Address

As the Authorizing Official, I certify that when this contract is no longer valid, I will provide appropriate notice to the Office of Pharmacy Affairs.

Signature & Title of Authorizing Official (CEO, CFO, COO)

Date

Name of Authorizing Official (*please print or type*)

Phone Number

Ext.

E-Mail Address

The quarterly deadlines for data submission to OPA are December 1 for the quarter beginning January 1; March 1 for the quarter beginning April 1; June 1 for the quarter beginning July 1; and September 1 for the quarter beginning October 1.

Submit original, signed form to: HRSA, Office of Pharmacy Affairs, 5600 Fishers Lane, Mail Stop 10C-03, Rockville, Maryland 20857

Public Burden Statement: An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0915-0327. Public burden is estimated to average 5 minutes per respondent, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 14-33, Rockville, Maryland 20857.

**OFFICE OF PHARMACY AFFAIRS (OPA)
CERTIFICATION OF CONTRACT WITH STATE/LOCAL GOVERNMENT TO PROVIDE
HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS**

To meet the eligibility requirements for a hospital to buy discounted outpatient drugs under Section 340B of the Public Health Service Act, this certification must be completed and signed by both parties. Incomplete forms will not be processed.

Hospital Name

Street Address

Pursuant to the requirement of Section 340B of the Public Health Service Act (42 U.S.C. 256b), I certify that a valid contract (please provide contract number or identifier if applicable - #_____) is currently in place between the private, non-profit hospital named above, and the State or Local Government Entity named below, to provide health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act.

Signature of State or Local Government Official

Name of State or Local Government Official (*please print or type*)

Date

Title and Unit of Government

Address

Phone Number

Ext.

E-Mail Address

As the Authorizing Official, I certify that when this contract is no longer valid, I will provide appropriate notice to the Office of Pharmacy Affairs.

Signature & Title of Authorizing Official (CEO, CFO, COO)

Date

Name of Authorizing Official (*please print or type*)

Phone Number

Ext.

E-Mail Address

The quarterly deadlines for data submission to OPA are December 1 for the quarter beginning January 1; March 1 for the quarter beginning April 1; June 1 for the quarter beginning July 1; and September 1 for the quarter beginning October 1.

Submit original, signed form to: HRSA, Office of Pharmacy Affairs, 5600 Fishers Lane, Mail Stop 10C-03, Rockville, Maryland 20857

Public Burden Statement: An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0915-0327. Public burden is estimated to average 5 minutes per respondent, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 14-33, Rockville, Maryland 20857.

**CONSIDER APPROVAL OF WASTEWATER CONTRACT WITH FORT BEND
COUNTY MUNICIPAL UTILITY DISTRICT NO. 144 FOR
JOHN M. ARREDONDO ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve a wastewater contract with Fort Bend County Municipal Utility District No. 144 (MUD #144) for John M. Arredondo Elementary School.

IMPACT/RATIONALE:

This contract will provide water and wastewater to the new John M. Arredondo Elementary School (Elementary #22). Lamar CISD purchased this property in April 2012 and the MUD #144 reserved capacity for the proposed new elementary school. Lamar CISD will pay a pro rata share of the water, wastewater and detention facilities equivalent of 25 residential connections in the Summer Parks subdivision.

PROGRAM DESCRIPTION:

This contract with Fort Bend County MUD #144 will supply water and wastewater to the new John M. Arredondo Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

July 23, 2012

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

Re: Fort Bend County Municipal Utility District No. 144 - Availability of Water Service and Sanitary Sewer Service

Ladies and Gentlemen:

Please let this letter serve to advise that the Board of Directors of Fort Bend County Municipal Utility District No. 144 (the "District") has considered the request of the Lamar Independent School District ("Customer") for water and sanitary sewer service to the 14.259-acre tract of land (the "Tract") described on Exhibit "A" attached hereto. In this regard, representations have been made to the District that development plans for the Tract will include the construction of an elementary school (the "Improvements") requiring 25 equivalent single-family connections ("ESFCs") of sanitary sewer capacity and related water supply capacity. Based upon the foregoing representations, the District hereby provides its commitment to serve the Tract in accordance with such request, subject to the following conditions:

1. Water service to the Tract will be provided from a 16-inch water line to be constructed by the District pursuant to that certain Escrow Agreement dated July 10, 2012, by and among the District, Customer, and CL Waterford, L.L.C., and located along the northern boundary of the Tract along the right-of-way of August Green Drive.

2. Sanitary sewer service will be provided from a 10-inch sanitary sewer trunk line to be constructed by the District pursuant to the aforesaid Escrow Agreement, and located along the northern boundary of the Tract along the right-of-way of August Green Drive.

3. Storm runoff from the Tract is to be conveyed to the existing detention basin servicing the Waterford Park development within the District, or as otherwise may be required by Fort Bend County, the Fort Bend County Drainage District, the City of Rosenberg (the "City"), or any other regulatory agency with jurisdiction over said matters. The District agrees to provide drainage capacity in said basin to serve the entire Tract, assuming the percentage of impervious surface on the Tract does not exceed 55% of the total surface area of the Tract.

4. This Commitment is issued pursuant to that certain Water Supply and Wastewater Services Contract (the "Contract") between the District and the City. Subject to the other conditions and requirements set forth herein, sanitary sewer capacity and water supply capacity in the amounts indicated will be made available as the Improvements are constructed in

accordance with the requirements of the City and/or the Contract. The Tract and the Improvements are exempt from ad valorem taxation by the District. In that regard, Customer hereby acknowledges that, pursuant to the Escrow Agreement, the District has heretofore collected fees in accordance with applicable law to provide service to the Tract in consideration of the fact that the Tract and the Improvements are tax exempt.

5. If not previously obtained, Customer will obtain approval by the City of a plat or plats on the Tract which will be duly recorded in the Map Records of Fort Bend County, Texas prior to the construction of the Improvements on the Tract. A recorded copy of said plat shall be provided to the District's Engineer as evidence of satisfaction of this requirement.

6. Any deviation from the development plan described above must be submitted to the District for its approval which may result in the Board's reconsideration of this commitment.

7. Plans and specifications for perimeter and major internal water, sanitary sewer and drainage facilities required to provide service to the Improvements in accordance with, as applicable, City and Texas Commission on Environmental Quality standards, shall be prepared by a registered professional engineer engaged by Customer and approved by the District and all applicable regulatory authorities prior to beginning construction of such facilities. Construction of all such water, sanitary sewer and drainage facilities shall be inspected by the City and the District's Engineer to the extent deemed necessary to enable the City and District's Engineer to certify to the District that such facilities have been constructed in accordance with the approved plans and specifications.

8. Construction of all internal water, sanitary sewer and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Customer without reimbursement by the District. Customer shall obtain and bear the expense of any permits for construction of the water, sanitary sewer and drainage facilities described in paragraph 7. The District will join in such permits for facilities where required by regulatory authorities but will not bear any permit or bond expense involved.

9. Customer shall be required to dedicate the appropriate easements and provide for the necessary sizing of all water, sanitary sewer, storm sewer and drainage ditch facilities to serve the balance of the Tract as well as the District's purposes in providing system-wide service to other tracts in the event the Tract is segmentally developed in accordance with the requirements of regulatory authorities having jurisdiction.

10. No connections to the water, sanitary sewer or drainage facilities that shall serve the Tract shall be made or permitted to be made until the District or its authorized representative has issued written authorization, after advice and consent by the District's Engineer. Authorization for connections will be issued only after receipt by the District of the District Engineer's approval, evidence of approval by all applicable regulatory authorities having jurisdiction over the Improvements, receipt by the District's Engineer of a recorded plat of the Tract, conveyance

to the District of fee simple absolute title to all facilities to be owned and operated by the District in appropriate easements, and payment of all fees and charges then due the City and/or the District.

11. Pursuant to the Contract, Customer shall be charged the same rates and fees for water and sanitary sewer service in accordance with the City's then existing rate ordinance and shall be provided retail service by the City.

12. Customer shall not have the right to assign this commitment or any right which may accrue hereunder, in whole or in part, without the prior written consent of the District.

13. The District hereby specifically reserves the right at any time after completion of the Improvements on the Tract to reallocate surplus water and sewer capacity not required by such Improvements to other properties within the District; provided, however, that for so long as the Tract is owned by the Customer, the District will not so reallocate capacity without the prior written approval of Customer.

14. Nothing herein shall be construed as a guarantee of any particular volume or pressure of water supply, it being understood and agreed that the City will provide water committed hereunder in the same manner as it supplies same to other City customers, but water services and wastewater treatment services may be limited or interrupted for, among other reasons and without limitation, mechanical breakdowns, scheduled maintenance, and repairs. Additionally, certain water supply and sanitary sewer facilities necessary to provide the capacity committed hereunder may be under the ownership and/or operation of the City and not subject to the control of the District. If the District and/or the City should be prevented, wholly or in part, from providing water and/or wastewater treatment capacity to Customer under the terms set forth herein by reason of any of the foregoing or because of force majeure, including without limitation, acts of God, unavoidable accident, acts of the public enemy, strikes, riots, floods, fires, government restraint or regulations, water well and/or wastewater treatment plant failure or failure of service lines, power failure, drought, or for any other cause beyond the District's or the City's control, then the obligation to make such capacity available shall be suspended until such cause is remedied.

15. This commitment shall not be binding upon the District until Customer returns one (1) fully executed original of this commitment to the District at the address shown on the first page hereof.

Should you have any questions concerning the above commitment, please do not hesitate to call on me.

Very truly yours,

President, Board of Directors

cc: Mr. Jack Hamlett
City of Rosenberg

Mr. Charles Kalkomey, P.E.
Jones & Carter, Inc.

Mr. Justin Ring, P.E.
Edminster, Hinshaw, Russ and Associates, Inc.

Mr. Sam Yager, III
Sam Yager Incorporated

Agreed to and accepted this ____ day of _____, 2012.

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION

14.259 ACRES

ROBERT E. HANDY SURVEY, A-187

FORT BEND COUNTY, TEXAS

14.259 acres of land situated in the Robert E. Handy Survey, A-187, Fort Bend County, Texas, being a portion of that certain residue of called 173.34 acres of land as described in deed and recorded in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File Number 2010054252, said 14.259 acres of land being more particularly described by metes and bounds as follows: (bearing orientation is based on the Texas Coordinate System of 1983, South Central Zone);

COMMENCING at a 5/8 inch iron rod found at the southeasterly corner of said called 173.34 acre tract, being the northeasterly corner of that certain called 1.000 acre tract of land as described in deed and recorded in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File Number 2003131519, being in the northwesterly right-of-way line of FM 2977 (called 100-foot right-of-way) as described in deed and recorded in Volume 522, Page 22 of the Fort Bend County Deed Records;

Thence, N 67°50'45" W, with the southwesterly line of said called 173.34 acre tract, a distance of 175.00 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for the POINT OF BEGINNING of the herein described tract;

Thence, N 67°50'45" W, continuing with the southwesterly line of said called 173.34 acre tract, a distance of 1140.98 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for corner at the northwesterly end of Cardinal Drive (based on a width of 60 feet), from which a found 5/8 inch iron rod bears S 29°46' W, a distance of 0.54 feet;

Thence, N 22°09'15" E, a distance of 563.48 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for corner, being in a non-tangent curve to the left;

Thence in a southeasterly direction with said non-tangent curve to the left, having a central angle of 05°16'49", a radius of 820.00 feet, an arc length of 75.57 feet and having a chord bearing of S 65°12'21" E, a distance of 75.54 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for the point of tangency;

Thence, S 67°50'45" E, a distance of 1022.50 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for corner;

Thence, S 22°21'27" W, a distance of 410.00 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for corner;

Thence, S 67°50'45" E, a distance of 45.00 feet to a 5/8 inch capped iron rod stamped "E.H.R. & A. 713-784-4500" set for corner;

Thence, S 22°21'27" W, a distance of 150.00 feet to the POINT OF BEGINNING and containing 14.259 acres of land.

This description accompanies a Standard Land Survey of even date prepared by EHRA.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA

Charles Kennedy, Jr., R.P.L.S.
Texas Registration No. 5708
10555 Westoffice Drive
Houston, Texas 77042
713-784-4500

Date: 04/24/2012
Job No: 041-063-81
File No: R:\2004\041-063-81\documents\14.259ac.doc

**CONSIDER APPROVAL OF RELEASE OF INGRESS AND EGRESS EASEMENT AT
CORA THOMAS ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the release of the ingress and egress easement at Cora Thomas Elementary school.

IMPACT/RATIONALE:

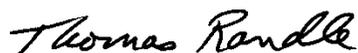
Lennar Homes of Texas and Construction needs this temporary access easement released so they can continue with the construction of the Walnut Creek Subdivision. This easement was recorded on March 27, 2008 and was described as a temporary easement and then terminated when a plat was recorded with Fort Bend County. The plat was recorded on July 22, 2008 with Fort Bend County. This easement is of no further use to Lamar CISD.

PROGRAM DESCRIPTION:

Upon approval the temporary access easement located on the site of Cora Thomas Elementary will be released.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

RELEASE OF INGRESS AND EGRESS EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

 THAT the undersigned, being the grantor and the grantee of, and the legal and equitable owners and holders of all rights under and concerning that one certain Temporary Access Easement found in instrument dated March 27, 2008, executed by Lennar Homes of Texas Land and Construction, Ltd. as grantor for the benefit of Lamar Consolidated Independent School District as grantee, duly recorded under Clerk’s File No. 2008032352 of the Official Public Records of Fort Bend County, Texas; said ingress and egress easement being described therein and specifically stated therein to be temporary and to terminate and be of no further force and effect at such time as a plat was recorded in the plat records of Fort Bend County;

 And such a plat was recorded in the plat records of Fort Bend County on July 22, 2008, under Clerk’s File No. 2008080012 and in the plat records of Fort Bend County under plat number 2008 0141;

 For and in consideration of good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed by the undersigned, and having no further need or use for such easement, and which easement is not used for any purpose whatsoever by any party, have abandoned, released and discharged, and by these presents do hereby abandon, release and discharge, the real property described in such instrument from the easement described above which is held by the undersigned.

EXECUTED this the _____ day of _____, 2012.

Lennar Homes of Texas Land and
Construction, Ltd., by its general partner,
Lennar Texas Holding Company

By: _____
Name: _____
Title: _____

Lamar Consolidated Independent School
District

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2012,
by _____, _____ of Lennar Texas Holding
Company, on behalf of said corporation, as the general partner of Lennar Homes of Texas Land
and Construction, Ltd.

Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2012,
by _____, _____ of the Lamar Consolidated
Independent School District, on behalf of such district.

Notary Public

AFTER RECORDING RETURN TO:
Friendswood Development Company
550 Greens Parkway, ste 100
Houston, Texas 77067-4526
Attn: _____

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL
PAYMENT FOR THE NATATORIUM PHASE I RENOVATION PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$3,854.41 and final payment of \$32,697.28 to Liberty Mutual Surety Company for the Natatorium Phase I renovation project.

IMPACT/RATIONALE:

Liberty Mutual Surety Company completed this project when the original contractor, Holiday Builders, defaulted as the contractor for the Natatorium Phase I renovation project. This project included the new air structure roof, cool deck around the pool, interior and exterior lighting replacement, and HVAC renovations. Substantial completion was August 21, 2012.

PROGRAM DESCRIPTION:

Upon approval, Liberty Mutual Surety Company will be paid 100% for the Natatorium Phase I renovation project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): LCISD-1041-District Natatorium Renovation Project	CHANGE ORDER NUMBER: 001 DATE: August 21, 2012	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Liberty Mutual Surety Company 1600 N. Collins, Suite #4000 Richardson, TX 75080	ARCHITECT'S PROJECT NUMBER: 1041 CONTRACT DATE: June 22, 2010 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

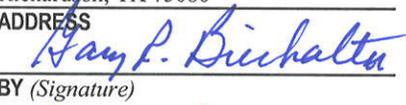
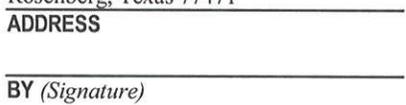
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Credit remaining balance of Owner's Contingency to Lamar Consolidated Independent School District

The original Contract Sum was	\$ 657,800.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 657,800.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 3,854.41
The new Contract Sum including this Change Order will be	\$ 653,945.59

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.	Liberty Mutual Surety Company	Lamar Consolidated Independent School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
11 Greenway Plaza, Suite 2210, Houston, Texas 77046	1600 N. Collins, Suite #4000 Richardson, TX 75080	3911 Avenue I, Rosenberg, Texas 77471
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Rick Blan, AIA, LEED AP	GARY P. BIECHALTER	Mr. Michael Richard, President LCISD Board of Trustees
(Typed name)	(Typed name)	(Typed name)
8.21.12	9/10/12	
DATE	DATE	DATE

TO OWNER: Lamar Consolidated (SD)
3911 Avenue I
Rosenberg, TX 77471

FROM CONTRACTOR: Liberty Mutual Surety Company
1600 N. Collins, Suite #4000
Richardson, TX 75080

PROJECT: District Natatorium Renov.
5021 Airport Road
Rosenberg, TX 77471

APPLICATION NO: II (Retainage)

PERIOD TO: 7/5/12

PROJECT NOS:

CONTRACT DATE: 6/22/08

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

VIA ARCHITECT
General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 637,800.00
2. Net change by Change Orders \$ (3,854.41)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 633,945.59
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 633,945.59
5. RETAINAGE:
 - a. 0.00 % of Completed Work \$
 - b. 0.00 % of Stored Material \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 633,945.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 621,248.31
8. CURRENT PAYMENT DUE \$ 32,697.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$3,854.41
Total approved this Month	\$0.00	
TOTALS		\$3,854.41
NET CHANGES by Change Order		(\$3,854.41)

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 0102
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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

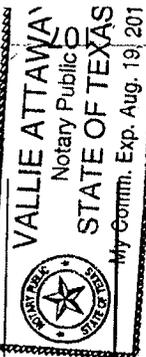
CONTRACTOR: Liberty Mutual Surety Company
By: *Larry R. Burkhalter* Date: 8/27/12
State of TEXAS County of Montgomery
Notary Public: *Vallie Attawa* 27 day of August, 2012
My Commission expires: *AUG. 19, 2013*

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 32,697.28

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *pooy* Date: 8.29.12



OK M Bullom 9.11.2012

**CONSIDER APPROVAL OF ARCHITECT CONTRACT FOR THE
2011 BOND RENOVATION PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of the Bowie Elementary, Jackson Elementary, George Junior High, and Terry High School renovation projects and allow the superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 8, 2011, a bond referendum was approved that included the renovation projects at Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools. The administration and the program manager (Gilbane) recommend that contract negotiations begin immediately with VLK Architects.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the process for the renovation projects at Bowie Elementary, Jackson Elementary, George Junior High, and Terry High schools.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF GEOTECHNICAL AND MATERIAL TESTING SERVICES
FOR THE RENOVATIONS TO THE AGRICULTURAL FACILITY**

RECOMMENDATION:

That the Board of Trustees approve Terracon for geotechnical and material testing services for the renovations to the agricultural facility not to exceed the amount of \$3,300.

IMPACT RATIONALE:

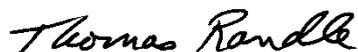
Geotechnical services are a professional service that the District must contract directly. These funds were allocated within the 2006 Bond Available Funds Budget.

PROGRAM DESCRIPTION:

Geotechnical services will generate reports that provide soil data that the architect needs to generate the construction specifications. These reports are crucial in the renovations to the agricultural facility.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

September 7, 2012

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

Attn: Mr. Kevin McKeever
Administrator of Operations
P: 832.223.0250
E: mckeever@lcisd.org

Re: Cost Estimate for Geotechnical Engineering Services
Canopy Structures – Agricultural Barn Building
SWC of Highway 36 and Band Road
Rosenberg, Texas
Terracon Document No. P92121482

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

The project involves the proposed construction of new canopy structures planned within the area of the existing agricultural barn building which is located at the southwest corner of the intersection of Highway 36 and Band Road in Rosenberg, Texas. We anticipate that the canopies are planned to be supported on either drilled-and-underreamed footings or a drilled straight-shaft foundation system. For structural loads, we anticipate column loads of about 25 to 40 kips.

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Field Program. As requested, the field program for this project is planned to consist of drilling three test borings to depths of about 25 feet in the area of the proposed canopy structures. The total drilling footage is planned to be 75 feet.



Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3272
P [713] 690 8989 F [713] 690 8787 terracon.com

Cost Estimate for Geotechnical Engineering Services

Canopy Structures – Agricultural Barn Building ■ Rosenberg, Texas

September 7, 2012 ■ Terracon Document No. P92121482

Page 2



The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling.

We plan to use truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the foundation design and construction for the proposed canopies.

Schedule. We can initiate our field program within three to five working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within two weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined in this document, we estimate a cost of \$3,000. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$300. (Therefore, the total cost for our scope of services would be \$3,300.) The cost of our services will not exceed these figures without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$125 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the Geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our Geotechnical services. The Geotechnical Scope of Services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the Geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us.

Cost Estimate for Geotechnical Engineering Services

Canopy Structures – Agricultural Barn Building ■ Rosenberg, Texas

September 7, 2012 ■ Terracon Document No. P92121482

Page 4

Terracon

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)



Sheetal V. Gordon, E.I.T.

Geotechnical Engineer



Patrick M. Beecher, P.E.

Senior Project Manager

Attachment: Agreement for Services

Copy Submitted: Ms. Stefanie Roberts, LEED AP – Gilbane Building Company – (1) Electronic

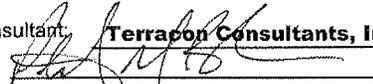
AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Canopy Structures – Agricultural Barn Building in Rosenberg, Texas project ("Project"), as described in the Project Information section of Consultant's Proposal dated September 7, 2012 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Terracon

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: 9/7/12
Name/Title: **Patrick M. Beecher, P.E.**
Senior Project Manager
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: _____ Fax: _____

Reference Number: P92121482

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE RENOVATIONS
TO THE AGRICULTURAL FACILITY**

RECOMMENDATION:

That the Board of Trustees approve the design development for the renovations to the Agricultural Facility.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for renovations to the Agricultural Facility. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2006 Lamar CISD passed a bond issue that included renovations to the districts Agricultural Facility. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CHILLER REPLACEMENT
FOR BOWIE ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve AutomatedLogic - Houston for the purchase and installation of a 170 ton chiller for Bowie Elementary in the amount of \$132,050.06 through the current Job-Order-Contract RFP #43-2010 and amend/increase the operating budget as necessary.

IMPACT/RATIONALE:

The 170 ton unit failed two weeks before school started. A temporary chiller is in place now cooling the school. The District currently has a contract with AutomatedLogic – Houston (RFP#43-2010). Pricing was obtained to replace this chiller through the Job-Order-Contract portion of this contract.

PROGRAM DESCRIPTION:

Upon approval AutomatedLogic - Houston will begin the process to install the new chiller at Bowie Elementary.

Submitted by: J. Kevin McKeever, Administrator for Operations
Aaron Morgan, Region 4

Recommended for approval:



Dr. Thomas Randle
Superintendent

AUTOMATEDLOGIC[®]

HOUSTON

4107 New West Drive
Pasadena, Texas 77505
281.837.0777 Phone
281.837.1132 Fax

Mr. Paul Gutowsky
Assistant Director of Maintenance
Lamar Consolidated ISD
4901 Avenue I
Rosenberg, Texas 77471

September 12, 2012

RE: Bowie Chiller

Dear Paul:

Automated Logic proposes to replace the chiller at Smith Elementary school. Please find our scope of work and pricing below. Per your request I am quoting these as a under the provisions of RFP 43-2010 the Job Order Contracting and Maintenance Agreement.

Bowie EI: \$132,050.06 RS Means JOC pricing

- Provide and install (1) Carrier 30RB-1706-H8-C 170-ton Air Cooled Rotary Scroll Chiller. With Micro-channel E-coated coils and coil panels.
- Provide all lifting, trucking and rigging required
- Provide and install all required piping modifications and piping insulation
- Provide factory supervised start-up
- Enforce 5-yr parts and labor warranty from ALC & Carrier

The RS Means estimate included "Custom" lines that reflect the absence of the applicable task listed or part that are pre-priced in RS Means; not all chiller accessories are included in the RS Means unit pricing. Below is an explanation of those line items:

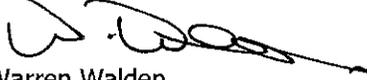
- *Custom Line 8:* This custom line is for the Factory E-Coating on the condenser coils for corrosion protection.
- *Custom Line 9:* Low ambient controller to keep chiller barrel from freezing in icing conditions. The controller is field installed
- *Custom line 10:* Factory manufactured Hail Guards and Security Grilles that are field installed

- *Custom Line 11:* Installation of chiller and piping and pipe insulation performed by a specialty sub-contractor: This line is for the additional labor required to custom install the chiller in a retrofit location. All replacement piping is non-standard and must be modified to fit into the allotted space. The existing chiller is a different configuration than the one being replaced and requires a more detailed piping plan than allowed in RS Means for new construction.

At this time the Carrier factory advises the lead time for this chiller delivery is 6-8 weeks from time of order. On-site installation can be performed during the course of one weekend to minimize the down time for the conditioned space served by this chiller.

No loss of service is predicted during school hours when students are scheduled for classroom activity.

Respectfully yours,



Warren Walden
Mechanical Account Executive

**CONSIDER APPROVAL OF AMENDMENT #2 TO THE HVAC FULL COVERAGE
MAINTENANCE SERVICE AGREEMENT AND
JOB-ORDER CONTRACTING SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the amendment #2 to the RFP# 43-2010 full coverage maintenance contracting services with AutomatedLogic – Houston in the amount of \$5,900 for the addition of the new Transportation Satellite Center.

IMPACT/RATIONALE:

The current contract with AutomatedLogic – Houston did not include the new Transportation Satellite Center. This amendment will add the new Transportation Satellite Center to the full coverage maintenance contract with limited risk during the warranty period.

PROGRAM DESCRIPTION:

Upon approval AutomatedLogic – Houston will include the Transportation Satellite Center with the entire district's full coverage maintenance contract.

Submitted by: J. Kevin McKeever, Administrator for Operations
Aaron Morgan, Region IV Education Service Center

Recommended for approval:



Dr. Thomas Randle
Superintendent

Amendment 2 to RFP No. 43-2010

HVAC Full Coverage Maintenance Service Agreement and Job Order Contracting Services

September 4, 2012

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Automated Logic Houston, 4107 New West Drive, Pasadena, Texas 77507.

In this Agreement, the party who is contracting to receive services shall be referred to as "LCISD" and the party who will be providing the services shall be referred to as "ALH", Automated Logic Houston.

Therefore the parties agree to the following:

- LCISD will pay ALH in the amount of Five Thousand Nine Hundred Dollars (\$5,900.00) annually for the addition of the Satellite Transportation Center to RFP No. 43-2012 Full Coverage Maintenance Service Agreement and Job-Order Contracting Services. Monthly payments of Four Hundred Ninety-One Dollars and Sixty-Six Cents (\$491.66) starting July 1, 2012 and ending June 30, 2013.
- Performance and Scope of Services will correspond with RFP No. 43-2010, HVAC Full Coverage Maintenance Service Agreement and Job Order Contracting Services Agreement Documents, May 10, 2010, and Addendum #1, referencing RFP No. 43-2010, HVAC Full Coverage Maintenance Service Agreement and Job Order Contracting Services Agreement Documents, May 10, 2010.
- This amendment to the RFP 43-2010 agreement is for filter changes and preventative maintenance to the equipment that meet the requirements of RFP 43-2010 HVAC Full Coverage Maintenance Service Agreement and Job Order Contracting Services. Full risk of the equipment will begin on May 1, 2013.
- Length of the amended Agreement: July 1, 2012 to June 30, 2013.

Both Parties agree that the complete agreement between us about these services will consist of this RFP No. 43-2010 HVAC Full Coverage Maintenance Service Agreement and Job Order Contracting Services.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Automated Logic - Houston

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print)

Authorized Name (print)

Customer Address:
Lamar Consolidated Independent School District
3911 Avenue
Rosenberg, Texas 77471
(832) 223- 0000

Contractor Address:
Automated Logic - Houston
4107 New West Drive
Pasadena, Texas 77507
(281) 837- 0777

**CONSIDER APPROVAL OF CONTRACT RENEWAL FOR UNEMPLOYMENT
INSURANCE THIRD PARTY ADMINISTRATIVE SERVICES**

RECOMMENDATION:

That the Board of Trustees approve Texas Association of School Boards as the Third Party Administrator (TPA) for the unemployment insurance, effective October 1, 2012 through October 1, 2013.

IMPACT/RATIONALE:

The purpose of this program is to provide the District with third party administrative services for unemployment insurance. The 2012-2013 premium of \$5,000 did not increase from the previous year. TASB has acted as the TPA for the unemployment insurance for nine years.

PROGRAM DESCRIPTOIN:

The TPA for unemployment insurance handles staff orientations, appeal hearing assistance, claim reports, claim audits, quarterly wage reports, and annual reports.

Submitted by: Dr. Kathleen Bowen, Executive Director of Human Resources

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER PROPOSED CHANGES TO BOARD OPERATING PROCEDURES

RECOMMEDATION:

That the Board of Trustees discuss proposed changes to the Board Operating Procedures.

IMPACT/RATIONALE:

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

In February 2001, the Board of Trustees conducted a Self-Assessment Workshop. At the workshop the board developed a goal of formalizing board operating procedures. In an effort to improve meeting efficiency, revisions to the operating procedures may be necessary.

Resource person: Mr. Michael Richard, President-Board of Trustees
Dr. Thomas Randle, Superintendent

Recommended for approval:



Dr. Thomas Randle
Superintendent

Board Operating Procedures



**Lamar Consolidated Independent
School District**

Revised 4/12/2011

Board Operating Procedures Lamar Consolidated Independent School District

In effective school systems, the Superintendent and the Board function as a "Team of Eight." A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district and the Superintendent and staff provide the leadership to cause Board policies to be implemented. Therefore, the Lamar CISD Board of Trustees and Superintendent function as a "TEAM of Eight" to provide open communication to the staff and patrons of the district.

The Lamar CISD Board of Trustees adopts these guidelines as Standard Operating Procedures to effectively communicate with staff and patrons of the district.

I. DEVELOPING BOARD MEETING AGENDA

A. Placing items on agenda

1. The tentative agenda is created by the administration and presented to the Board President one week before the regular Board meeting.
2. Board members must request through the Board President in advance any item they wish to have considered for placement on the agenda.
3. The Board President shall place an item on the agenda if the item is requested by four Board members.
4. Future Agenda Items is listed on the agenda of each board meeting and four board members may request that an item be listed for the next meeting.
5. In accordance with Texas Open Meeting Law, no member can place an item on the agenda less than 72 hours in advance of a meeting, except in an emergency as per Texas Code.

B. Items for Executive Session

1. All personnel issues must be conducted in an executive session, unless specifically required by Texas Open Meeting Law.
2. The Board may discuss in executive session any and all subjects, for any and all purposes permitted by Sections 551.071-551.084.

C. Consent agenda will be used whenever possible. The Board President will recommend action items to be placed on the consent agenda. Action item(s) may be removed from the consent agenda at the request of any board member.

II. MEMBER CONDUCT DURING BOARD MEETINGS

(Four members present constitutes a quorum for a meeting.)

A. Persons addressing the Board (*Persons have several options of addressing the Board on agenda items.*)

1. A person may address the Board by completing a form located outside the board room prior to Audience to Patron portion of the meeting. Each speaker is limited to five minutes.
2. Delegations of more than five persons shall appoint one person to present their views.
3. The Board will not discuss concerns with individuals at the meeting.

B. Board response to persons addressing the Board

1. The Board President, when necessary, may direct the Superintendent to investigate item(s) and report back to the Board.

C. Discussion of individual employees or students by the Board or audience

1. The Board will not entertain negative comments on individual employees in public session.
2. The Board will not entertain negative comments on individual students in public session.

D. Hearing and public hearings

1. During public hearings, the Board is assembled only to gather information.
2. The Board will not answer questions or enter into dialogue except with their attorney in the case of an employee hearing.
3. Rules for the public hearing will be strictly adhered to:
 - a. Board will limit response to five minutes per testifier.
 - b. Board will accept written (signed) or oral testimony.
 - c. Board will not allow duplicate testimony.
 - d. Board will not allow any derogatory comments.

E. Board shall observe the parliamentary procedures in Robert's Rules of Order

1. All discussion shall be directed solely to the business currently under deliberation.
2. The Board President has the responsibility to keep the discussion to the motion at hand and shall halt discussion that does not apply to the business before the Board.
3. The Board President has the right to recognize a Board member prior to giving their comments.

4. Individual Board topics will be limited to Five (5) minutes discussion from each Board member. Extended discussions will require the approval of a majority of Board members present to exceed this time limit. Extended time limits must be outlined prior to a Board vote and any/all additional approval to exceed those limits will require approval of a majority of Board members present for each request. Any Board member can request the Board to consider extended discussion periods.
5. Board members will raise their hand and be recognized by the presiding officer prior to beginning any discussions or motions. The individual member will relinquish the floor back to the presiding officer once they have concluded.

III. VOTING

- A. The Board President has the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
- B. In case of a tie vote, the item is tabled. The President shall bring the item back to the Board on a subsequent agenda.

IV. INDIVIDUAL BOARD MEMBER REQUEST FOR INFORMATION OR REPORTS

- A. Board members shall request information and/or reports through the Board President to the Superintendent.
- B. The Superintendent will gather information and/or report and disseminate it in a timely manner to the Board.
- C. Board members are encouraged to advise the Superintendent of questions or concerns on agenda items before the Board meeting.
- D. The Superintendent will contact each board member prior to a meeting to clarify any questions he/she may have.

V. CITIZEN REQUEST/COMPLAINT TO INDIVIDUAL BOARD MEMBER

- A. The Board member should hear the full complaint for understanding of persons involved, date, time, and place.
 1. Repeat problem to citizen.
 2. Issue chain of command to citizen.
 3. Remind the citizen of due process and that the Board member must remain impartial in case the situation goes before the Board.
- B. Refer citizen to appropriate person in the chain of command.

- C. The administrators shall communicate with the citizen in a timely manner and follow-up with the Board member.

VI. EMPLOYEE REQUEST/COMPLAINT TO INDIVIDUAL BOARD MEMBER

- A. The Board member will hear employee's problem for full understanding.
 - 1. Repeat problem back to employee.
 - 2. Issue chain of command to employee.
 - 3. Remind employee of the due process procedure and remain impartial.
- B. Refer employee to appropriate person in the chain of command.
- C. Board member must talk with Superintendent within 24 hours relaying communication.
- D. The employee will hear from the Superintendent within a timely fashion unless the employee requests no contact from the Superintendent.

VII. BOARD MEMBER VISIT TO SCHOOL CAMPUS

- A. Board members are encouraged to attend special events on campuses to represent the Board in support of activities.
- B. Board members are not to go into teachers' classrooms or campuses for the purpose of evaluation or investigation.
- C. Board members must sign in at the office when visiting campuses.
- D. Board members must wear identification tags when visiting schools.

VIII. COMMUNICATIONS

- A. Superintendent will communicate with all Board members via weekly Board-O-Grams.
- B. Superintendent will communicate information in a timely fashion to all Board members.
- C. Requests to Superintendent from Board President will be distributed to all Board members.
- D. Board will keep Superintendent informed via telephone calls, faxes, e-mail, or personal visits.

- E. Board will communicate with the community through public hearings, regular Board meetings, and regular publications.
- F. Individual Board members cannot speak in an official capacity outside the board room.

IX. EVALUATION OF SUPERINTENDENT

- A. Board President obtains input from all members of the Board on the approved indicators on the Superintendent's evaluation.
- B. Evaluation is conducted in executive session.
- C. Summative evaluation of the Superintendent will be conducted during the first calendar quarter of the calendar year.

X. EVALUATION OF THE BOARD

Evaluation of the Board is an assessment of completion of an action plan for increased Board effectiveness, and working relationship with the Superintendent.

XI. CRITERIA AND PROCESS FOR SELECTING BOARD OFFICERS

- A. Candidates for the President of the Board, Vice President, and Secretary must have at least one year of experience on the Board.
- B. Elections are held in May of each year.

XII. ROLE AND AUTHORITY OF BOARD MEMBER AND/OR BOARD OFFICERS (*Set in state statute*)

- A. No Board member officer has authority outside the Board meeting.
- B. No Board member can direct employees in regard to performance of duties.
- C. The Board President shall:
 - 1. Preside at all Board meetings
 - 2. Appoint committees
 - 3. Call special meetings
 - 4. Sign all legal documents required by law
- D. The Vice President shall
 - 1. Act in capacity of President in the absence of the President

- E. The Secretary shall:
 - 1. Keep accurate record of Board meetings
 - 2. Call meetings and act in the capacity of the President, in the absence of the President and Vice-President
 - 3. Countersign all warrants

XIII. ROLE OF BOARD IN EXECUTIVE SESSION

- A. Board can only discuss those items listed on the executive session agenda and as limited by law.
- B. Board must vote in public session.
- C. Discussions during executive session must remain confidential.

XIV. MEDIA INQUIRIES TO THE BOARD

- A. The Board President shall be the official spokesperson for the Board to the media/press on issues of media attention.
 - 1. All Board members who receive calls from the media should direct them to the Board President or designee.

XV. ANONYMOUS PHONE CALLS AND/OR LETTERS

- A. The Lamar CISD Board of Trustees encourages input; however, anonymous calls or letters will not receive Board attention, discussion, or response and will not result in directives to the administration. Confidentiality is strictly maintained when possible.

XVI. REVIEW BOARD OPERATING PROCEDURES

- A. Standard Board Operating Procedures will be reviewed and updated in July of each year and will be part of Board training.

**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR TEACHING STAFF,
2012-2013 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2012-2013 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as PDAS appraisers for the 2012 - 2013 school year.

Debra Thompson

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: ADEQUATE YEARLY PROGRESS (AYP) – DISTRICT RESULTS AND
SCHOOL CHOICE UPDATE**

LCISD District Results

For the 2011-2012 school year, Lamar CISD met Adequate Yearly Progress (AYP). District results for the past two years are as indicated below:

LCISD AYP Results 2010-2011 and 2011-2012						
Student Group Evaluated	Reading/ELA			Math		
	2011	2012	Change	2011	2012	Change
All Students	93%	93%	0%	89%	89%	0%
African-American	92%	92%	0%	85%	85%	0%
Hispanic	89%	90%	1%	86%	85%	-1%
White	97%	97%	0%	95%	95%	0%
Economically Disadvantaged	88%	89%	1%	84%	83%	-1%
Special Education	72%	75%	3%	68%	71%	3%
LEP	86%	87%	1%	86%	85%	-1%

School Choice Update

Per the requirements of No Child Left Behind (NCLB), schools staged for school improvement must give parents the option of School Choice. Parents of students currently enrolled in LCISD were notified of this on August 13, 2012, and were allowed 30 days to choose if they wanted to transfer their children to another LCISD campus. As of September 13, 2012, 155 students had moved per the School Choice option. A disaggregation of the movement of these students is detailed below:

School Choice Tally: August 13 to September 13, 2012			
Transferred From:	Count	Transferred To:	Count
Beasley Elem	8	Bowie Elem	1
		Long Elem	1
		Meyer Elem	2
		Taylor Ray Elem	3
		Williams Elem	1
Navarro MS	34	Reading JHS	10
		Wertheimer MS	17
		Wessendorff MS	7
Lamar JHS	49	Briscoe JHS	29
		George JHS	3
		Reading JHS	17
Terry HS	64	Foster HS	13
		George Ranch HS	37
		Lamar CHS	14
Total Students Transferred	155		

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

**INFORMATION ITEM: PROJECT LEAD THE WAY
NATIONAL CERTIFICATION AWARD**

Project Lead the Way (PLTW) is a not-for-profit organization that promotes engineering courses. PLTW forms partnerships with public schools, higher education institutions and the private sector to increase the quantity and quality of engineering and engineering technologist's graduation from our educational system plus the advancement and promotion of STEM education (Science, Technology, Engineering and Mathematics).

The Lamar CISD Board of Trustees approved the program to be included starting in the 2010-2011 Student Course Selection Catalog. This series of pre-engineering courses was put in place to help strengthen the District's STEM cluster of courses. These courses are offered in all LCISD high schools that allow students to explore engineering and related fields as a career and use industry software/equipment.

PLTW programs at all LCISD high school campuses went through a rigorous certification process this past spring. PLTW programs go through a certification process to ensure there is a high-quality PLTW program implemented in the District and opportunities for college level recognition are available to eligible students for classes taken. There are three steps to a certification visit: they include a lengthy self-assessment process/binder creation, a site visit and a final certification report. If the school and teachers are successful, the school is eligible for Model School status, the teachers can apply to become Master Teachers, and students are eligible for college credit.

As a result of the certification visits, all four LCISD high school PLTW programs were able to achieve certification; they are now both state and nationally recognized. Each campus has received a banner from the national PLTW organization for their accomplishment.

Resource Person: Tracie Holub, Director, Career and Technical Education
Dr. Walter Bevers, Executive Director of Secondary Education

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

- Exhibit "A" gives the LCISD collections made during the month of August 31, 2012.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2011 through August 31, 2012.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2011-12 roll as compared to prior years. Through August 31, 2012, Lamar had collected 98.9% of the 2011-12 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2011-2012.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
August 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	\$ 275,983.90	\$ 46,420.94	\$ 59,039.28	\$ 381,444.12	\$ 202,523.19	\$ 93,103.88	\$ 73,460.71	\$ 12,356.34
10	\$ 26,730.36	\$ 13,109.22	\$ 10,903.96	\$ 50,743.54	\$ 19,981.97	\$ 20,703.55	\$ 6,748.39	\$ 3,309.63
09	\$ (25,480.21)	\$ 9,957.55	\$ 6,426.60	\$ (9,096.06)	\$ (19,937.44)	\$ 14,293.22	\$ (5,542.77)	\$ 2,090.93
08	\$ (14,289.18)	\$ 5,703.15	\$ 2,719.28	\$ (5,866.75)	\$ (11,133.90)	\$ 7,256.31	\$ (3,155.28)	\$ 1,166.12
07	\$ 14,779.88	\$ 6,117.10	\$ 793.53	\$ 21,690.51	\$ 11,420.12	\$ 5,527.74	\$ 3,359.76	\$ 1,382.89
06	\$ 15,762.16	\$ 7,537.63	\$ 448.23	\$ 23,748.02	\$ 13,547.25	\$ 6,927.03	\$ 2,214.91	\$ 1,058.83
05	\$ 2,671.66	\$ 2,142.67	\$ 734.38	\$ 5,548.71	\$ 2,343.80	\$ 2,612.28	\$ 327.86	\$ 264.77
04	\$ 907.86	\$ 762.10	\$ 208.96	\$ 1,878.92	\$ 792.77	\$ 872.66	\$ 115.09	\$ 98.40
03	\$ 136.61	\$ 157.09	\$ 54.23	\$ 347.93	\$ 117.38	\$ 189.22	\$ 19.23	\$ 22.10
02	\$ 74.51	\$ 93.66	\$ 25.23	\$ 193.40	\$ 70.33	\$ 113.56	\$ 4.18	\$ 5.33
01	\$ 114.59	\$ 158.32	\$ 40.93	\$ 313.84	\$ 106.44	\$ 187.92	\$ 8.15	\$ 11.33
00	\$ 189.05	\$ 284.53	\$ 71.04	\$ 544.62	\$ 176.29	\$ 336.31	\$ 12.76	\$ 19.26
99	\$ 79.94	\$ 129.35	\$ 31.40	\$ 240.69	\$ 78.91	\$ 159.08	\$ 1.03	\$ 1.67
98	\$ 63.73	\$ 110.54	\$ 26.14	\$ 200.41	\$ 61.34	\$ 132.50	\$ 2.39	\$ 4.18
97	\$ 32.10	\$ 59.06	\$ 13.67	\$ 104.83	\$ 32.10	\$ 72.73	\$ -	\$ -
96	\$ 58.92	\$ 116.30	\$ 26.28	\$ 201.50	\$ 57.05	\$ 138.86	\$ 1.87	\$ 3.72
95	\$ 146.01	\$ 304.32	\$ 67.05	\$ 517.38	\$ 141.90	\$ 362.79	\$ 4.11	\$ 8.58
94	\$ 118.41	\$ 247.01	\$ 50.12	\$ 415.54	\$ 113.94	\$ 287.99	\$ 4.47	\$ 9.14
93	\$ 32.10	\$ 74.47	\$ 15.99	\$ 122.56	\$ 32.10	\$ 90.46	\$ -	\$ -
92	\$ 36.57	\$ 89.23	\$ 18.87	\$ 144.67	\$ 36.57	\$ 108.10	\$ -	\$ -
91	\$ 168.42	\$ 434.36	\$ 90.42	\$ 693.20	\$ 166.57	\$ 520.00	\$ 1.85	\$ 4.78
90	\$ 95.91	\$ 258.25	\$ 53.13	\$ 407.29	\$ 91.68	\$ 299.95	\$ 4.23	\$ 11.43
89	\$ 36.38	\$ 101.86	\$ 20.74	\$ 158.98	\$ 36.38	\$ 122.60	\$ -	\$ -
88 & prior	\$ 36.38	\$ 106.23	\$ 21.39	\$ 164.00	\$ 36.38	\$ 127.62	\$ -	\$ -
Totals	\$ 298,486.06	\$ 94,474.94	\$ 81,900.85	\$ 474,861.85	\$ 220,893.12	\$ 154,546.36	\$ 77,592.94	\$ 21,829.43

**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 8-31-12
11	\$ 132,226,942.56	\$ 5,417,190.42	\$ 137,644,132.98	\$ 136,117,706.88	\$ 666,648.82	\$ 172,265.93	\$ 136,956,621.63	\$ 1,526,426.10
10	\$ 1,709,271.04	\$ 53,764.37	\$ 1,763,035.41	\$ 1,050,556.63	\$ 232,335.65	\$ 233,355.95	\$ 1,516,248.23	\$ 712,478.78
09	\$ 832,887.31	\$ 67,078.51	\$ 899,965.82	\$ 368,540.95	\$ 106,361.13	\$ 73,592.06	\$ 548,494.14	\$ 531,424.87
08	\$ 481,526.15	\$ 102,643.93	\$ 584,170.08	\$ 223,829.84	\$ 52,097.39	\$ 29,473.94	\$ 305,401.17	\$ 360,340.24
07	\$ 342,288.30	\$ 115,742.99	\$ 458,031.29	\$ 170,751.02	\$ 27,828.98	\$ 11,224.33	\$ 209,804.33	\$ 287,280.27
06	\$ 272,649.57	\$ 76,635.57	\$ 349,285.14	\$ 126,750.61	\$ 21,143.28	\$ 5,669.60	\$ 153,563.49	\$ 222,534.53
05	\$ 249,944.89	\$ 4,699.12	\$ 254,644.01	\$ 38,114.50	\$ 13,853.22	\$ 5,339.60	\$ 57,307.32	\$ 216,529.51
04	\$ 164,187.60	\$ (1,550.39)	\$ 162,637.21	\$ 28,445.00	\$ 11,072.17	\$ 4,158.40	\$ 43,675.57	\$ 134,192.21
03	\$ 138,396.99	\$ (4,361.33)	\$ 134,035.66	\$ 12,753.55	\$ 8,971.69	\$ 2,403.45	\$ 24,128.69	\$ 121,282.11
02	\$ 120,166.26	\$ (5,168.92)	\$ 114,997.34	\$ 8,015.45	\$ 6,539.63	\$ 1,723.77	\$ 16,278.85	\$ 106,981.89
01	\$ 110,698.67	\$ (19,817.36)	\$ 90,881.31	\$ 7,652.82	\$ 7,382.41	\$ 1,902.98	\$ 16,938.21	\$ 83,228.49
00	\$ 105,343.99	\$ (29,991.92)	\$ 75,352.07	\$ 3,851.84	\$ 5,485.45	\$ 1,401.96	\$ 10,739.25	\$ 71,500.23
99	\$ 88,754.79	\$ (15,095.44)	\$ 73,659.35	\$ 5,196.10	\$ 7,838.44	\$ 1,948.27	\$ 14,982.81	\$ 68,463.25
98	\$ 76,029.84	\$ (14,259.75)	\$ 61,770.09	\$ 3,539.86	\$ 5,676.46	\$ 1,380.76	\$ 10,597.08	\$ 58,230.23
97	\$ 59,059.59	\$ (4,152.05)	\$ 54,907.54	\$ 2,128.39	\$ 3,707.53	\$ 867.53	\$ 6,703.45	\$ 52,779.15
96	\$ 59,195.77	\$ (3,683.83)	\$ 55,511.94	\$ 4,945.59	\$ 9,384.77	\$ 2,149.58	\$ 16,479.94	\$ 50,566.35
95	\$ 45,570.81	\$ (2,226.16)	\$ 43,344.65	\$ 3,446.52	\$ 6,852.61	\$ 1,538.37	\$ 11,837.50	\$ 39,898.13
94	\$ 36,115.39	\$ (2,178.79)	\$ 33,936.60	\$ 2,492.66	\$ 5,246.32	\$ 1,143.54	\$ 8,882.52	\$ 31,443.94
93	\$ 33,957.74	\$ (1,782.16)	\$ 32,175.58	\$ 2,409.56	\$ 5,419.61	\$ 1,174.40	\$ 9,003.57	\$ 29,766.02
92	\$ 31,726.55	\$ (1,192.93)	\$ 30,533.62	\$ 2,797.99	\$ 6,498.77	\$ 1,394.44	\$ 10,691.20	\$ 27,735.63
91	\$ 30,258.77	\$ (18,446.56)	\$ 11,812.21	\$ 2,779.62	\$ 6,822.66	\$ 1,413.82	\$ 11,016.10	\$ 9,032.59
90	\$ 22,822.04	\$ (42,663.33)	\$ (19,841.29)	\$ 1,747.95	\$ 4,511.07	\$ 933.17	\$ 7,192.19	\$ (21,589.24)
89	\$ 44,731.29	\$ (6,219.50)	\$ 38,511.79	\$ 2,031.78	\$ 5,265.08	\$ 1,084.23	\$ 8,381.09	\$ 36,480.01
88 & prior	\$ 8,152.40		\$ 8,152.40	\$ 2,067.45	\$ 5,452.20	\$ 1,102.42	\$ 8,622.07	\$ 6,084.95
Totals	\$137,290,678.31	\$5,664,964.49	\$142,955,642.80	\$138,192,552.56	\$1,232,395.34	\$558,642.50	\$139,983,590.40	\$4,763,090.24

**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	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%	94.9%
MAY	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%	95.6%
JUNE	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%	96.2%
JULY	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%	96.9%
AUG	98.9%	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 AUGUST 31, 2012**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 8-31-12	% OF BUDGET COLLECTED
2011	2011-12	\$135,480,515	\$136,117,707	100.47%
2010 & Prior	2010-11 & Prior	\$2,950,000	\$2,074,846	70.33%
TOTAL		\$138,430,515	\$138,192,553	99.83%

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

Exhibit E

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	136,117,707
Adj. To Roll	\$ (388,332)	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190
2 Collections	\$ 1,285,841	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	
Adj. To Roll	\$ 54,079	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	
3 Collections	\$ 406,776	\$ 267,371	\$ 248,471	\$ 368,541		
Adj. To Roll	\$ 110,409	\$ 21,693	\$ 96	\$ 67,079		
4 Collections	\$ 131,250	\$ 136,983	\$ 223,830			
Adj. To Roll	\$ 15,723	\$ 54,869	\$ 102,644			
5 Collections	\$ 106,810	\$ 170,751				
Adj. To Roll	\$ 78,704	\$ 115,743				
6 Collections	\$ 126,751					
Adj. To Roll	\$ 76,636					
TOTAL:						
COLLECTIONS	\$ 107,054,704	\$ 110,574,049	\$ 125,128,285	\$ 129,872,098	\$ 133,136,576	\$ 136,117,707
ADJUSTED TAX ROLL	\$ 107,277,238	\$ 110,861,329	\$ 125,488,625	\$ 130,403,523	\$ 133,849,054	\$ 137,644,133
BALANCE TO BE COLLECTED	\$ 222,535	\$ 287,281	\$ 360,340	\$ 531,425	\$ 712,478	\$ 1,526,426
ADJ. TAXABLE VALUE	\$ 6,931,621,369	\$ 8,543,238,090	\$ 9,670,452,321	\$ 10,049,206,123	\$ 9,809,025,270	\$ 9,902,099,419
TOTAL % COLLECTIONS AS OF AUGUST 31, 2012	99.8%	99.7%	99.7%	99.6%	99.5%	98.9%
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.

Drymalla Construction (Adolphus Elem #22)	Application # 4	\$ 1,048,439.95
Drymalla Construction (Adolphus Elem #22)	Application # 5	\$ 608,108.30
Drymalla Construction (George Ranch HS Build Out)	Application # 3	\$ 403,284.50
Drymalla Construction (George Ranch HS Build Out)	Application # 4	\$ 189,820.45
Drymalla Construction (Polly Ryon Middle)	Application # 4	\$ 1,104,374.05
Drymalla Construction (Polly Ryon Middle)	Application # 5	\$ 714,013.35
Engineered Air Balance (George Ranch HS Build Out)	Application # 2	\$ 5,960.00
Gilbane (2006 Bond Program)	Application # 38	\$ 22,684.73
Gilbane (2011 Bond Program)	Application # 4	\$ 109,964.00
Gilbane (2011 Bond Program)	Application # 5	\$ 53,269.00
Jerdon Enterprise (Transportation Satellite Center)	Application # 7	\$ 54,720.00
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 4	\$ 7,442.34
PBK Architects (George Ranch HS Build Out)	Application # 3	\$ 6,969.00

PBK Architects (Lamar HS	Application # 1	\$	8,000.00
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 4	\$	12,339.34
Pepper-Lawson Construction (Transportation Satellite Center)	Application # 19	\$	19,359.87
Pepper-Lawson Construction (Transportation Satellite Center)	Application # 20	\$	148,452.77
Terracon (Adolphus Elem #22)	Application # 4	\$	3,715.00
Terracon (Polly Ryon Middle)	Application # 4	\$	3,480.00
Traffic Engineers, Inc. (Polly Ryon Middle)	Application # 1	\$	17,625.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

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

Work Request Summary for August, 2012:

- The Department completed 1596 requests with 33 new requests
- 44 were closed

Maintenance:

The Maintenance Department assisted by:

- Completing the cleaning of grease traps at all campuses
- Repairing the auditorium lighting at George Ranch High
- Replacing burned wiring at the Natatorium
- Adjusting the intercom system volume in the kitchen office at Foster High
- Repairing a door at Bowie Elementary
- Replacing a door closer at Brazos Crossing
- Repairing the telephone system wiring at Wessendorff Middle
- Correcting fire sprinkler system deficiencies at Navarro Middle
- Repainting cafeteria walls at Austin Elementary
- Installing a white board in room 142-NOC at Transportation Satellite
- Assembling risers in the choir room at George Ranch High
- Repainting the ramp to the portables with anti-skid paint at Taylor Ray Elementary
- Replacing several broken ceramic floor tiles in the cafeteria at Foster High
- Replacing the door stops by the F-Hall at Lamar High
- Replacing floor tile in room E-115 at Lamar High Vocational
- Washing the exterior walls by the gym entrance at Lamar High
- Replacing ceiling tiles at Lamar High
- Repainting the front doors and the library window frame at Lamar High
- Installing a cover plate on a J-Box under the desk in the library at Foster High
- Repairing a light fixture cover at Briscoe Junior High
- Repairing 12 bleacher seats in the boy's gym at Lamar Junior High
- Hanging an accountability plaque in the main hallway at Dickson Elementary
- Re-gluing the vinyl in the first grade area at Hubenak Elementary
- Repairing a computer table leg and tray at Hubenak Elementary
- Repairing the parking lot at Hubenak Elementary
- Repairing the ceiling tile grid in room 115 at Brazos Crossing
- Repairing the carpet in room 303 at Seguin Elementary
- Assembling six cabinet units at the Administrative Annex
- Removing a keyboard tray at Brazos Crossing
- Replacing a blank cover plate at Huggins Elementary

- Repairing the rails on the cash drawer in the kitchen at Beasley Elementary
- Re-caulking the mop sink in the kitchen at Beasley Elementary
- Reattaching the backsplash at Hubenak Elementary
- Resetting the parking blocks at Wessendorff Middle
- Repairing the hole in the gym floor at Wessendorff Middle
- Repairing the rails on the cash drawer in the kitchen at Williams Elementary
- Replacing the cove base in the gym at Smith Elementary
- Repainting the vent on the door in boy's restroom at Smith Elementary
- Installing a white board in room H-4 at Austin Elementary
- Connecting a water line to a refrigerator at Navarro Middle
- Repairing a leak in the domestic water piping at Reading Junior High
- Retrofitting the lighting fixtures in the auditorium at Jane Long Elementary
- Replacing the electrical wiring for the kiln at George Junior High
- Operating the audio and power point presentations for the M&O orientation at Terry High
- Delivering, setting up, and testing the audio equipment for the annual Vocational Services Progress Show at Fort Bend County Fair Grounds
- Coordinating the corrections for the fire sprinkler system deficiencies at Jackson, Lamar Junior High, and Foster High
- Moving a cabinet and mounting it to the wall at Jane Long Elementary
- Installing signs on doors at the maintenance center
- Re-attaching the cove base in the Auditorium at Terry High
- Installing a white board in room 107 at Terry High Vocational building
- Installing two white boards at Foster High
- Rehanging a metal door frame in at George Junior High
- Removing shelves from the office and installing them in room A-217 at George Junior High
- Re-anchoring seven chairs in the forum at George Junior High
- Moving a picnic table from the playground and rebuilt a broken picnic table at Hutchinson Elementary
- Remove four TV cabinets from the portables at Thomas Elementary
- Installing a keyboard tray at Briscoe Junior High
- Hanging two cork boards at Foster High
- Assembling a metal cabinet at Reading Junior High
- Repainting the breaker box panels in the kitchen at Lamar Junior High
- Repairing a drawer in room E-113 at Lamar Junior High
- Replacing an ice machine water filter at Briscoe Junior High
- Replacing an ice machine water filter at George Junior High
- Painting rockets on the sidewalk in the car pick up area at Taylor Ray Elementary
- Replacing a faucet and drain on a lavatory in the coach's office at Terry High
- Repairing the trim back on the teacher desk in room 1422 at Reading Junior High
- Repairing a stall in the girls restroom at Lamar High
- Repairing light fixture covers at Lamar Junior High
- Replacing a lavatory faucet in both the boys and girls coach's office at Terry High
- Repairing the auditorium lighting at Lamar High

- Programming bell schedules at various campuses
- Adding six locks on cabinets at Jackson Elementary
- Correcting fire alarm system deficiencies at Seguin Elementary
- Correcting fire alarm system deficiencies at Velasquez Elementary
- Replacing exterior and interior glass due to a break-in at the Development Center

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Percentage of the summer cleaning process complete:
 - Cleaning walls: 100%
 - Scrubbing all VCT floors: 100%
 - Scrubbing all ceramic tile floors: 100%
 - Shampooing all carpets including read around carpets and various teachers personal carpets: 100%
 - Cleaning all teachers & student desks, tables, chairs, cabinets etc.: 100%
 - Power washing entry and exits of buildings: 100%
 - Power washing dumpster areas: 100%
- Setting up tables in the gym, removing trash from the hallways, cleaning up vomit in the cafeteria, and cleaning up urine in a classroom at Hubenak Elementary
- Removing student desks from the main building and moving them to IBC at the Alternative Learning Center
- Removing three refrigerators and two microwaves from the main building at the Alternative Learning Center
- Installing batteries in wall clocks, lowering tables, delivering six chairs to a 3rd grade room, and moving three rectangle tables from the gym at Pink Elementary
- Cleaning the front office windows, setting up tables for lunch, opening the school for a Bible study, cleaning bathrooms periodically during the day, and restocking copy paper in the workrooms at Wessendorff Middle
- Removing and returning tables and chairs in the cafeteria after the Rangerettes practice, and setting up the cafeteria to feed the varsity football team at Terry High
- Moving several tables and chairs to classrooms for the first day of school at Velasquez Elementary
- Moving furniture throughout the building and removing trash from the grounds at Dickinson Elementary
- Cleaning up spills in the cafeteria, vacuuming all outside mats, setting up the library for a meeting, and removing trash from the grounds area at Hutchison Elementary
- Removing tables and chairs from the gym, delivering copy paper to workrooms, tightening toilet seats, and removing trash from the Head Start program area at Seguin Elementary
- Providing ant treatment at Lamar HS, Lamar JH, Terry HS, George JH, Foster HS, Briscoe JH, George Ranch HS, and Reading JH {all football fields are complete}

- Providing ant treatment at Williams and the Alternative Center
- Providing roach and rodent control at Jackson
- Providing wasp control at Hubenak, Smith, Frost, Pink, Special Needs, Beasley, and Austin
- Assisting in scheduling Gillen's Pest Control Services: Beasley, Bowie, Hutchison, Campbell, Dickinson, Band Rd Warehouse, Velasquez, Williams, Meyer, Smith, Taylor Ray, Travis, Wessendorff Middle, George JH, ALC, Thomas, Navarro Middle, Natatorium, and Ag Barn
- Mowing all high school blocks, Williams, Frost, Austin, Dickinson, Campbell, Velasquez, Administrative Annex, Hutchison, Thomas, Brazos Crossing, Seguin, Pink, Powell Point, Taylor Ray, Travis, and Smith
- Cutting the lines on all football fields
- Delivering chairs to Pink Elementary
- Delivering chairs to the Transportation Satellite Center
- Delivering chairs to Wessendorff Middle
- Delivering tables to Pink Elementary
- Washing the lower windows at Brazos Crossing
- Overseeing the new toy installation at Hutchison Elementary
- Delivering and picking up chairs from Foster High
- Setting up Rosenberg Civic Center for the Staff Development Department
- Spreading dirt at Lamar where portables were
- Setting up for a cross-country meet at Seaborne Creek

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

2006 Bond Program Projects



Transportation Satellite Facility

- Substantial completion was issued for the buildings April 30, 2012.
- The secondary drive was substantially complete June 30, 2012.
- Projected close-out for the Satellite Transportation is November 2012.
- LCISD now occupies the administrative building, mechanics area, and covered parking areas.
- The City of Fulshear had two public hearings on August 21, 2012 for the annexation of the substantially complete portion.



Natatorium Phase I Renovations

- Projected close-out is September 2012.

2011 Bond Program Projects

Agricultural Barn Renovations

- Schematic plans were presented to the CTE department for direction on major items.
- Design Development plans were presented to the CTE department on September 4, 2012 and will be refined into construction documents.
- A topo survey of the site was completed August 31, 2012.
- A presentation will be made to the Board in September for approval of the design.
- Contractor recommendation is anticipated for the October 2012 board meeting.
- Construction work is anticipated to occur November-December 2012.



GRHS Build-Out

George Ranch High School Build-Out

- Substantial completion on the project was given August 13, 2012.
- All smart boards have been installed and minor issues are being corrected.
- Marker boards and tack boards have been installed.
- Owner training for smart boards and science labs was completed Friday, August 24, 2012.
- Testing and balancing of HVAC is complete.
- A punch list has been generated for all areas and contractor is working on correcting the open items.
- Close out documents and as-built drawings are in progress.



Judge James C. Adolphus ES

Judge James C. Adolphus Elementary

- Color finish selections will be finalized on September, 13, 2012.
- The final plat was signed-off by Ft. Bend County on June 5, 2012.
- 99% percent of the electronic submittals have been approved and the general contractor continues to forward submittals to the design team for review and approval.
- The concrete slab on grade is completed in ALL Areas.
- Placement of the storm lines is complete.
- CenterPoint coordinated the power pole and transformer locations.
- Drilling for site lighting poles bases is complete.
- Fire line rough-in installation is complete.
- Paving is completed at staff area, special needs drop-off, parent/student drop off and pre-k area approach.
- Concrete curbs have been placed at 90% of the drive areas.
- Irrigation sleeves are installed.
- First Phase of metal building was delivered the week of July 30th.
- Second Phase of metal building was delivered the week of September 4th.
- Metal building erector has 60% of the metal building framing in place.
- 90% of fireproofing is complete on metal building structure members in Phase I and 25% of metal building structure members in Phase II.
- Rough-in for behind the wall plumbing continues.
- Out-fall is 100% complete.



Judge James C. Adolphus ES

2011 Bond Program Projects

Natatorium

- LCISD Board approved PBK Architects to design the new Natatorium.
- On August 8, 2012, a kick-off meeting was held with Gilbane, LCISD and PBK to discuss schedule and location.
- A planning and recommendation meeting was held September 12 to continue discussions on location and type of natatorium to build.
- The schedule is to have the new Natatorium operational for June 2014.



Polly Ryon Middle School

Polly Ryon Middle School

- Layout and drilling of piers is complete in all areas.
- Installation of grade beams is complete in all areas.
- Electrical rough-in is complete.
- Installation of the electrical duct bank is complete.
- Plumbing rough-in is complete.
- Cleanouts & floor drains are being installed in areas A & B.
- Concrete paving has been poured for drop-off lanes, front parking area, connection to the Reading JHS parking lot, widening of the bus loop drive and bus parking area.
- Concrete curbs have been installed on 50% of the paved areas.
- Hollow core planks have been installed in areas A & B and grouting is complete.
- The topping slab has been poured in area A.
- Moisture barrier has been installed in areas C & D.
- Hollow Core Planks for sections C & D have been installed and grouted.
- Coring of planks for plumbing penetrations is complete in sections A & B.
- 75% drawings for the design of the new traffic signal are being reviewed.
- Steel erection is approximately 95% complete in areas A & B.
- Wall and roof panels have been delivered to site for areas A & B.
- Fireproofing of main frame structure has started.



Polly Ryon Middle School

Bond Program Budget

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	51,095,099	27,200,521	23,894,579	6,862,935
LAND	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	-	21,168,000	-
TRANSPORTATION	6,100,779	-	6,100,779	-
EXISTING FACILITIES	23,791,755	2,326,438	21,465,317	1,065,491
MISCELLANEOUS	5,144,367	-	5,144,367	-
TOTAL	110,000,000	29,538,159	80,461,842	7,939,625

INFORMATION ITEM: PROPOSED REDISTRICTING MAPS

Federal and state laws require the District to redraw boundaries for trustee election districts to address population shifts that cause population imbalances amongst election districts and to ensure equal representation amongst single member districts. The Board will receive one or more proposed maps that contain redrawn boundaries for the District's election districts.

Following the Board's initial consideration of a proposed map(s), the map(s) will be presented to the public at two public forums at which the public will have an opportunity to provide input concerning a proposed map(s) as well as to provide their own suggested redistricting proposals.

Submitted by: Richard Morris, Board Counsel
 Dr. Thomas Randle, Superintendent