

BOARD MINUTES

May 16, 2012

Regular Meeting

- CALL TO ORDER:** Be it remembered that on this May 16, 2012 a Regular Meeting of the Crockett County Consolidated Common School District Board of Trustees was called to order at 6:31 pm by Board President Ray Don Myers with a quorum of the following members present: Ray Don Myers, Grizz Medina, Harvey Sanchez, Tom Anderson, Dwight Childress, Roland DeHoyos, and David McWilliams. Also in attendance were Melissa Perner, Whitney Brockman, Cynthia Hokit, Carrie Maier, Ryan Matthews, Rebecca Kain, John Kain, Shweta Sharma, Dale Cummings, Tamara McWilliams, Chad Poindexter, Amanda Jackson, Josh Carty, Ray Brown, Kim Wilson, Giles Madrey, Dan Pullen, Chris duBois, and Doris Hood.
- INVOCATION AND PLEDGES:** Keith Harmsen voiced the invocation. All attendees participated in the pledges to the flags.
- DISTRICT SPOTLIGHT:** Special Education Teacher Whitney Brockman presented a review of the Special Olympics Meet which was held at Sonora ISD. Board action was not required following the informative presentation.
- OPEN FORUM:** No one appeared to address the Board during the Open Forum/ Public Comments.
- APPROVAL OF AGENDA:** A motion by David McWilliams to approve the agenda with changes was seconded by Roland DeHoyos and passed 7-0. Omit items #12, item #13, item # 19; move item #8 to be presented following item #6 (REPORTS).
- REPORTS:** Reports were information only. Board action was not required.
- PRESENTATION BY SPINNING STAR ENERGY, LLC - APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY:** Representatives Shweta Sharma and Dale Cummings presented information regarding Application for an Appraised Value Limitation on Qualified Property. A motion by David McWilliams to authorize the administration to proceed with negotiations and consultation with counsel as appropriate relative to an Appraisal Value Limitation agreement with Spinning Star Energy LLC, was seconded by Ray Don Myers and passed 6-1. Board member Dwight Childress abstained from voting. **See Attachment #A**

- CONSENT AGENDA: A motion by Dwight Childress to approve the minutes for the April 18, 2012 Regular Meeting; April 23, 2012 Workshop; May 2, 2012 Called Meeting; May 2, 2012 Workshop; May 3, 2012 Joint Meeting; and Budget Amendment #11 was seconded by Roland DeHoyos and passed 7-0.
See Attachment #B
- RESOLUTION CONCERNING HIGH STAKES STANDARDIZED TESTING IN TEXAS: A motion by Ray Don Myers to approve the Resolution concerning High Stakes Standardized Testing in Texas was seconded by Dwight Childress and passed 7-0.
See Attachment #C
- TEXTBOOK INSTRUCTIONAL MATERIALS ALLOTMENT CERTIFICATION: A motion by Grizz Medina to approve the Textbook Instructional Materials Allotment Certification was seconded by David McWilliams and passed 7-0.
See Attachment #D
- R.A.I.D. CORP. SOUTHWEST, INC. DRUG DETECTION CANINE SERVICE FOR 2012-2013: A motion by Grizz Medina to approve an Agreement with R.A.I.D. Corp. Southwest, Inc. Drug Detection Canine Service for 2012-2013 was seconded by Harvey Sanchez and passed 7-0. **See Attachment #E**
- CONSIDER QSCB MAINTENANCE PROGRAM PROGRESS: A motion by Ray Don Myers to authorize the administration to proceed with pursuit of eligible QSCB projects as prioritized, reserving effort toward larger project for alternate resources was seconded by Roland DeHoyos and passed 5-2. Members Grizz Medina and Harvey Sanchez voted against the motion.
- CONSIDER PROPOSALS FOR SECURITY/MONITORING UPGRADES: A motion by Roland DeHoyos and seconded by Grizz Medina to approve the proposal for Fire & Security upgrades as presented from Ener-Tel was approved 7-0.
- SCOREBOARD REPLACEMENT AT LION FIELD: A motion by Roland DeHoyos to approve the replacement of the scoreboard with message center at Lion Field according to the estimate from Spectrum was seconded by Grizz Medina and passed 5-2. Members Tom Anderson and Harvey Sanchez voted against the motion.
See Attachment #F

CLOSED SESSION: Board President Ray Don Myers recessed the open meeting of the May 16, 2012 Regular Meeting of the Board at 9:09 pm as authorized by Texas Government Code Chapter 551 for the purpose of entering into Executive/ Closed Session. The Regular Meeting of May 16, 2012 was resumed at 10:28 pm.

ACTION FROM CLOSED SESSION: A motion by Ray Don Myers to approve acceptance of resignations from professional employees Vance Gohlke and Juan Marshall was seconded by Roland DeHoyos and passed 7-0.

CONSIDER BOARD POLICY UPDATE 93: A motion by Ray Don Myers to add, revise or delete (LOCAL) Policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 93. Policy FFH(LOCAL) will identify Kim Wilson as the District ADA/Section 504 Coordinator. Policies FFH(LOCAL) and FFI(LOCAL) are adopted effective August 1, 2012. The motion was seconded by Grizz Medina and passed 7-0.

FUTURE BUSINESS:
June 6, 2012 4:30 pm - District SBDM End of Year Briefing
June 20, 2012 5:30 pm - Budget Workshop
June 20, 2012 6:30 pm - Regular Board Meeting
June 23, 2012 - Mini School Board Conference at ESC 15 9:00 am—3:30 pm
June 28, 2012 5:30 pm - Annual Join Board/SBDM Team Goal Setting

ADJOURNMENT: With no further business pending before the Board, a motion by Grizz Medina to adjourn the May 16, 2012 Regular Meeting of the Board was seconded by Ray Don Myers and passed 7-0.

The May 16, 2012 Regular Meeting of the Board was adjourned at 10:33 pm.

SIGNED:

President of the Board

ATTEST:

Secretary of the Board

Chapter 313 Value Limitation Agreement Discussion

Crockett County CCSD &
Spinning Star Energy LLC

Cummings Westlake LLC

Overview

- ◆ HB 1200 passed by 77th Texas Legislature codified as Chapter 313 of the Tax Code
- ◆ Effective January 1, 2002
- ◆ Allows school districts to offer property tax incentives to qualifying projects
- ◆ State aid offsets school district incentives
- ◆ Approximately 200 Chapter 313 agreements have been approved by Texas school districts

Chapter 313 Benefits

- ◆ Crockett County CCSD
 - Increased tax base for I&S
 - In-lieu payments vs. recaptured M&O revenue
 - Protection from state aid losses
- ◆ Spinning Star Energy
 - M&O tax savings help potential project economics

Eligibility

- ◆ Limited to companies that pay Texas franchise taxes
- ◆ \$1 million - \$100 million minimum investment depending upon district taxable value
- ◆ Minimum of 10 full-time, permanent jobs created; may be waived by school board if this requirement exceeds industry standard for project operations
- ◆ 80% of jobs created must pay 110% of average regional wage rate (currently ≈\$36K) and offer certain health insurance benefits

Cummings Westlake LLC

HOW IT WORKS

- ◆ Ten year agreement
- ◆ Taxable value is limited or capped for eight years after 2+ year “qualifying period”
 - Qualifying period for application filed in 2012 would be remainder of 2012 and all of 2013 and 2014
- ◆ Value limitation or cap applies to M&O taxes only (current rate is 1.04%)
- ◆ Value limitation for Crockett Co. CCSD is \$20 million
- ◆ Property value above \$20 million cap is abated for eight years after qualifying period

How It Works

- ◆ Difference between full market value and limited value creates M&O tax savings
- ◆ Tax savings shared with district by payments in-lieu of tax that are not subject to recapture; typically the lesser of
 - Percentage of M&O tax savings achieved by the company
 - \$100 per student
- ◆ Taxpayer eligible for state-funded credits of M&O tax paid during two-year qualifying period

Incentive Process

- ◆ Taxpayer files application with school district
- ◆ District consideration is discretionary
- ◆ If district wishes to consider application
 - District delivers copy of application to the Comptroller
 - District may retain outside school finance and legal advisors
 - Comptroller will conduct an economic impact evaluation of project
 - District may ask Comptroller, Texas Department of Economic Development, etc. for assistance
- ◆ District may charge application fee to cover its costs

Incentive Process

- ◆ Comptroller must review application and submit a positive recommendation to district
- ◆ Comptroller must approve the proposed agreement
- ◆ District has 150 days to approve or reject application, unless the economic impact study has not been received (in which case the district can approve an extension)
- ◆ If approved, taxpayer and district execute agreement

CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL DISTRICT
 BUDGET AMENDMENT 11
 May 16, 2012

LM

ACCOUNT NO.	ACCOUNT DESCRIPTION	CURRENT AMOUNT	REQUESTED CHANGE	AMENDED AMOUNT
199.00.00.5745.00.000.2	Insurance Recovery	-	142,619.00	142,619.00
199.81.6249.00.999.299	Contracted Maint/Repair-Gerloff	-	16,310.00	16,310.00
199.81.6629.00.999.299	Restoration-Int Campus-Gerloff		126,309.00	126,309.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
199.00.3600.00.000.100	Fund Balance			-
				-

PURPOSE OF AMENDMENT:
 This is to budget for damages, cleanup and restoration by Gerloff at the Intermediate Campus and to record the revenue received from TASB RMF.

This change was approved by the Board of Trustees at their Regular meeting on 5/16/2012

APPROVED: _____, Superintendent 5/16/2012

Budget amendments are approved by the board by Fund, Function, not by individual line item.

BOARD OF TRUSTEES
Crockett County CCSD **INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION CONCERNING HIGH STAKES, STANDARDIZED TESTING
OF TEXAS PUBLIC SCHOOL STUDENTS**

STATE OF TEXAS

§

COUNTY OF Crockett

§

§

WHEREAS, the over reliance on standardized, high stakes testing as the only assessment of learning that really matters in the state and federal accountability systems is strangling our public schools and undermining any chance that educators have to transform a traditional system of schooling into a broad range of learning experiences that better prepares our students to live successfully and be competitive on a global stage; and

WHEREAS, we commend Robert Scott, Commissioner of Education, for his concern about the overemphasis on high stakes testing that has become “a perversion of its original intent” and for his continuing support of high standards and local accountability; and

WHEREAS, we believe our state’s future prosperity relies on a high-quality education system that prepares students for college and careers, and without such a system Texas’ economic competitiveness and ability and to attract new business will falter; and

WHEREAS, the real work of designing more engaging student learning experiences requires changes in the culture and structure of the systems in which teachers and students work; and

WHEREAS, what occurs in our classrooms every day should be student-centered and result in students learning at a deep and meaningful level, as opposed to the superficial level of learning that results from the current over-emphasis on that which can be easily tested by standardized tests; and

WHEREAS, we believe in the tenets set out in *Creating a New Vision for Public Education in Texas* (TASA, 2008) and our goal is to transform this district in accordance with those tenets; and

WHEREAS, our vision is for all students to be engaged in more meaningful learning activities that cultivate their unique individual talents, to provide for student choice in work that is designed to respect how they learn best, and to embrace the concept that students can be both consumers and creators of knowledge; and

WHEREAS, only by developing new capacities and conditions in districts and schools, and the communities in which they are embedded, will we ensure that all learning spaces foster and celebrate innovation, creativity, problem solving, collaboration, communication and critical thinking; and

WHEREAS, these are the very skills that business leaders desire in a rising workforce and the very attitudes that are essential to the survival of our democracy; and

WHEREAS, imposing relentless test preparation and boring memorization of facts to enhance test performance is doing little more than stealing the love of learning from our students and assuring that we fall short of our goals; and

WHEREAS, we do not oppose accountability in public schools and we point with pride to the performance of our students, but believe that the system of the past will not prepare our students to lead in the future and neither will the standardized tests that so dominate their instructional time and block our ability to make progress toward a world-class education system of student-centered schools and future-ready students; therefore be it

RESOLVED that the Crockett County ISD Board of Trustees calls on the Texas Legislature to reexamine the public school accountability system in Texas and to develop a system that encompasses multiple assessments, reflects greater validity, uses more cost efficient sampling techniques and other external evaluation arrangements, and more accurately reflects what students know, appreciate and can do in terms of the rigorous standards essential to their success, enhances the role of teachers as designers, guides to instruction and leaders, and nurtures the sense of inquiry and love of learning in all students.

PASSED AND APPROVED on this 18 day of April, 2012.

By: Ray Don Myers
Name: Ray Don Myers
Title: Board President

By: _____
Name: Dwight Childress
Title: Member

By: _____
Name: Grizz Medina
Title: Vice-President

By: _____
Name: Roland DeHoyos
Title: Member

By: Javier Sanchez
Name: Javier Sanchez
Title: Secretary

By: _____
Name: David McWilliams
Title: Member

By: _____
Name: Tom Anderson
Title: Member

CROCKETT COUNTY CONSOLIDATED CSD

053001

District Name

County District Number

Instructional Materials Allotment and TEKS Certification, 2012-2013

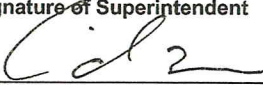
Certification:


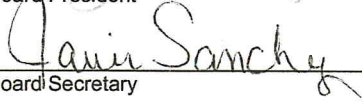
The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That the instructional materials selections transmitted via EMAT have been approved for use in our district or charter school. We understand that all instructional materials adopted by the state are appropriate for use in Texas schools.
- 2) That this district's instructional materials allotment will be used only for expenses allowed by TEC §31.0211, 82nd Texas Legislature.
- 3) That this district purchases instructional materials that will assist the district in satisfying performance standards under Texas Education Code (TEC) §39.0241, Satisfactory Performance Standards, on assessment instruments adopted under TEC §39.023(a) and (c), 82nd Texas Legislature.
- 4) That any instructional materials used by this district should collectively cover all elements of the essential knowledge and skills of the required curriculum, other than physical education for each subject and grade level.
- 5) That this district will provide the title and publication information for any instructional materials requisitioned or purchased by the district with the district's instructional materials allotment.

Certified	Grade Level
<input checked="" type="checkbox"/>	Kindergarten
<input checked="" type="checkbox"/>	Grade 1
<input checked="" type="checkbox"/>	Grade 2
<input checked="" type="checkbox"/>	Grade 3
<input checked="" type="checkbox"/>	Grade 4
<input checked="" type="checkbox"/>	Grade 5
<input checked="" type="checkbox"/>	Grade 6
<input checked="" type="checkbox"/>	Grade 7
<input checked="" type="checkbox"/>	Grade 8
<input checked="" type="checkbox"/>	Grade 9
<input checked="" type="checkbox"/>	Grade 10
<input checked="" type="checkbox"/>	Grade 11
<input checked="" type="checkbox"/>	Grade 12

Certified	Subject Area
<input checked="" type="checkbox"/>	CAREER & TECHNICAL EDUCATION (CTE)
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE PROFICIENCY STANDARDS
<input checked="" type="checkbox"/>	FINE ARTS
<input checked="" type="checkbox"/>	HEALTH
<input checked="" type="checkbox"/>	LANGUAGE ARTS AND READING
<input checked="" type="checkbox"/>	LANGUAGES OTHER THAN ENGLISH
<input checked="" type="checkbox"/>	MATHEMATICS
<input checked="" type="checkbox"/>	SCIENCE
<input checked="" type="checkbox"/>	SOCIAL STUDIES AND HISTORY
<input checked="" type="checkbox"/>	TECHNOLOGY APPLICATIONS

Signature of Superintendent

 Signature

Signatures of Board President and Secretary or Governing Board Officers

 Board President

 Board Secretary

Mail to: Texas Education Agency
 Instructional Materials and Educational Technology
 1701 North Congress Avenue
 Austin, TX 78701

OR

FAX to: (512) 475-3612



R.A.I.D. Corp Southwest, Inc.

202 South Dixon Street, Suite 212
Gainesville, Texas 76240
State License C14020

940/665-0481 office
940/665-0841 fax

March 20, 2012

Dear Mr. Dubois;

Thank you for choosing R.A.I.D. Corps Southwest, Inc. as your vendor for contraband inspections. Please find enclosed two contracts for the drug deterrent program for the 2012-2013 school year. Please sign both copies and return one to our office.

Please provide us with a school calendar marking the dates you do not wish for the handler/canine team to visit your school.

I would like to take this opportunity to inform you that if your or your school administrators have special requests for scheduling searches for bus trips, dances, proms, or graduations, they be added in lieu of or in addition to your monthly visits. Any scheduling of visits or special needs should be requested through our main office at 940-665-0481.

If you have any questions, concerns, complaints or compliments, please feel free to contact me at the office number or my mobile number at 940-447-5001. We sincerely appreciate your past business and wish you success in your efforts to keep your schools safe and drug free.

Best Regards,

Ann Bernauer
Director of Operations

R.A.I.D. Corp Southwest, Inc.

202 South Dixon Street, Suite 212

Gainesville, Texas 762410

AGREEMENT


This Agreement is entered into to be effective the 1st day of July, 2012, and is made between the Crockett County Consolidated Common School District (hereinafter referred to as "District") and R.A.I.D. Corp Southwest, Inc. Licensed by the Texas Department of Public Safety, Private Security Division, State License C14020 (hereinafter collectively referred to as "Contractor").

By this Agreement, the parties to this Agreement understand and agree as follows:

1. Contractor agrees to provide District with contraband inspections and drug education services ("contracted services") under this Agreement for the 2012-2013 school year.
2. Contractor agrees to provide ten (10) visits of contracted services to the District each year, beginning September 1, 2012 and ending May 31, 2013. Such consultation shall be provided by Contractor pursuant to a schedule which is compatible with the school year calendar, and has been mutually agreed upon by the parties. All contracted services shall be provided on days when school is schedule to be in session. No contracted services shall be provided on days where services conflict with school activities such as TAKS testing, graduation ceremonies, or other school events where the provision of contracted services may prove disruptive or undesirable.
3. District agrees to provide Contractor with written notice of those dates on which the District does not wish to receive contracted services. Such information will be provided no later than August 15, 2012; however, the District may provide Contractor with supplemental notice, in writing, of additional or changed dates on which no contracted services shall be provided should such additional dates be identified by the District during the term of this Agreement.
4. District agrees that it shall provide a schedule for the 2012-2013 school year which allows Contractor no less than a total of 10 visits in which to provide contracted services over the term of this Agreement.
5. District agrees to pay Contractor the sum of \$4,611.31 for the 2012-2013 school year. Contractor shall provide 10 visits beginning September 1, 2012 and ending May 31, 2013, for contracted services rendered under this Agreement. The amount, \$384.28, shall be billed over a twelve-month period beginning July 1, 2012 and ending June 30, 2013. Contractor shall present District with itemized statements, on a monthly basis, of all contracted services provided.
6. District agrees that if it refuses to allow Contractor to provide contracted services on dates which were not timely identified in writing as dates on which the District does not wish to receive contracted services, or if the District dismisses Contractor prior to completing contracted services for that visit, District shall compensate Contractor for actual travel expenses incurred by Contractor, as well as for the hours scheduled for services, as if such contracted services had been provided.

7. Any party to this Agreement may terminate this Agreement prior to the expiration of the term of hereof for good cause, or without cause, upon thirty days' written notice to the other party. Upon termination, Contractor shall submit a final invoice for contracted services provided to District for payment.
8. Throughout the term of this Agreement, Contractor agrees to establish and maintain records regarding the contracted services provided, including the date on which contracted services were provided, the campus or campuses of which contracted services were provided, and the time spent by Contractor.
9. Contractor agrees that it is wholly responsible for any negligent or wrongful act of its employees and animals while on District property. Contractor agrees to indemnify District and hold it harmless for any injury to persons or property caused by Contractor's employees, agents, or animals.
10. The parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the provision of contracted services under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such services. In the event that a statute or court of competent jurisdiction declares that use of drug dog services on public school property is impermissible or illegal, this Agreement shall terminate. In the event of any of the parties hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.
11. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements, or modification shall be in writing.
12. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

Chris DuBois
Superintendent of Schools
Crockett County CCSD


Ann Bernauer, Director of Operations
R.A.I.D. Corp Southwest, Inc.

SPECTRUMTM

SCOREBOARDS scoreboards • video boards • electronic marquees

10048 Easthaven Blvd. • Houston, TX 77075 • Ph: 713-944-6200 • 800-392-5050 • Fax: 713-944-1290 • spectrumscoreboards.com

QUOTATION

March 9, 2012

TO: Frank Tambunga, Ath. Board President
Ozona High School

RE: L.E.D. FOOTBALL SCOREBOARD WITH FULL-COLOR L.E.D. HORIZON MESSAGE DISPLAY

We would like to offer our price quotation as follows:

ONE – **SPECTRUM Model 11224-U3C Football Scoreboard** with our exclusive Perma-Coat Enamel Finish in Purple & Gold with *“LIONS”* in place of HOME and *Lion Mascot* on face of scoreboard. Includes ‘Smart Power’ Power Supply. ----- \$ 15,590

ONE – **Single-Faced SPECTRUM Horizon Model 5.5-16048 Outdoor Full-Color LED Electronic Message Display** including Software. Includes ‘Smart Power’ Power Supply. ----- 17,639

ONE – **MultiSport Control Console** with built-in carrying case. ----- Included

ONE – **RF Modem Communications Kit** for Message Display. ----- 895

TWO – **3.7' x 6'6" Sponsor Signs**. ----- 1,900

Use existing **Scoreboard Control Cable** with control plugs.

ONE – **Extend Existing I-Beams**.----- Included

Delivery, Installation and Final Hookup. Does *not* include running data cable, electrical power, or conduit work. Does include delivery, erection and welding of scoreboard, message display and signs to support structure. Also includes final connection of the electrical power to the message display and final connection of the control cable to the scoreboard and at the control console location. ----- 7,871

TOTAL DELIVERED & INSTALLED ----- **\$ 43,895**

We value our longstanding relationship with *Ozona High School* and we look forward to working with you again soon.

Sincerely,
David Cino
Regional Sales

CDC\Iik\OZONAH511224U3C-MCCOLOR

**Prices are valid for 90 Days.