

Agenda of Regular

The Board of Trustees El Campo Independent School District

A Regular of the Board of Trustees of El Campo Independent School District will be held June 18, 2013, beginning at 7:00 PM in the Boardroom, 700 W. Norris, El Campo, TX 77437.

The subjects to be discussed are as listed below.

1. Consent Agenda
2. Curriculum and Instruction
3. Governance
 - A. Consider Appointment of Trustee to Fill Vacancy
 - B. Review TASB Localized Policy Update 97
4. Call to Order/Opening Prayer/Pledge of Allegiance
5. Public Comment
6. Recognition
7. Governance
 - A. Review Proposed Budget from the Wharton County Central Appraisal District
8. Consider Approval of the Minutes
9. May 21, 2013 - Regular Meeting
10. June 12, 2013 - Board Workshop to Discuss Debt Reduction, Capital Improvement Projects and Preliminary Budget
11. Consider Approval of Letter of Engagement with U. S. Capital Advisors
12. Business and Support Services
 - A. Consider Approval of the 2013 - 2014 Employee Compensation Plan
 - B. Review of Monthly Financial Reports
 - C. Review of Checks Written for the Month of May, 2013
13. Consider Approval of 2013 -2014 Workers' Compensation Renewal
14. Consider Approval of Interlocal Participation Agreement with the TASB Energy Cooperative for Purchase of Fuel
15. Quarterly Review of Investment Reports
16. Personnel
17. Curriculum and Instruction
18. Students
19. Business and Operations
20. Discuss Capital Improvement Projects
21. Consider Approval of a Future Real Estate Sales Contract to Purchase the Proposed High School and Softball Complex from the El Campo Little League
22. Review of Local and State Results of the State of Texas Assessment of Academic Readiness (STAAR) and End-of-Course (EOC) Exams
23. Review House Bill 5 Transition Plan and Implications for ECISD Students

24. Consider Approval of Accountability and State Assessment Waiver Due to Censorship of CSCOPE 102
25. Consider Acceptance of Trustee Resignation
26. Request to Review District's Organizational Chart and Roles and Responsibilities
27. Closed Session:
- A. Texas Government Code § 551.074 (1) PERSONNEL MATTERS, to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
28. Discuss Employment of Teachers and Other Professional Personnel
29. Discuss Employment of Assistant Superintendent of Curriculum and Instruction
30. Personnel
- A. Request to Discuss Replacement of Gifted and Talented Coordinator's Position
31. Consider Approval of Personnel Recommendations
- A. Northside Elementary
 - B. High School
 - 1. Special Education Life Skills Teacher
 - C. Special Education
 - 1. Assistant Speech Therapist
32. Fourth Grade
33. Middle School
- A. Special Education Inclusion
34. Behavior Intervention
35. Science Teacher / Coach
36. Athletic Trainer / Teacher
37. Science Teacher
38. District Administration
39. Assistant Superintendent of Curriculum and Instruction
40. Review of Personnel Changes for 2013 - 2014
41. Superintendent's Report
- A. Governance
 - B. Business and Support Services
 - C. Curriculum and Instruction
 - D. Community and Governmental Relations
42. Personnel
43. Students
44. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on June 14, 2014

For the Board of Trustees

Agenda Item Summary Sheet (7 C)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Discussion Only

Governance	Review of TASB Policy Update 97
Summary	<p>Localized Update 97 addresses several recent amendments to the Texas Administrative Code. Major topics affected by the rule changes include:</p> <ul style="list-style-type: none">• Instructional materials• Bilingual education• Communicable diseases• State assessments• Texas Virtual School Network <p>Other changes in Update 97 incorporate federal laws, including:</p> <ul style="list-style-type: none">• Family and Medical Leave Act rules• Provision from the Fostering Connections to Success and Increasing Adoptions Act• Provisions from the recently enacted Uninterrupted Scholars Act of 2013c
ECISD Board Policy	BF (LOCAL), BOARD POLICES
Effective Date	Following approval by the Board at the next regular meeting.
Previous Board Action	None.
Future Action Expected	The Board will act to approve all new LOCAL policies at the next regular meeting.
Background Information and Signification Issues	Please bear in mind that the (LEGAL) policies reflect the ever-changing legal context for governance and management of the district. They should not be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendations in this update will need close attention by both the administration and the board to ensure that they reflect the practices of the district and the intentions of the board. Board action will be needed to adopt, revise, or repeal (LOCAL) policy.
Fiscal Impact	None.

Student and Public Benefit	Board policies are designed to promote fair and equitable treatment for all district patrons.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Explanatory Notes for TASB Localized Policy Manual Update 97 • Highlighted Policy Changes • <i>Vantage Points</i> (separate document)
Contact Person(s)	Mark Pool, Superintendent of School
Action Required	None.
Superintendent's Recommendation	<p>This is a discussion item only.</p> <p>Mark Pool, Superintendent of Schools</p>

Explanatory Notes

TASB Localized Policy Manual Update 97

District: El Campo ISD

A25 (INDEX) CROSS-INDEX

The cross-index—shared by all localized policy manuals in districts throughout Texas, the *TASB Policy Reference Manual*, and the *TASB Regulations Resource Manual*—has been updated to reflect new terminology and topic relationships established by changes in law or regulation that have arisen since this document was last updated in August 2012.

Please bear in mind that the cross-index is “generic” and presents a structure that serves all these manuals; your policy manual may not address some of the topics shown and may not include some of the policies indicated. This cross-index is also a key element used in searching Policy On Line.

CMD (LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT
INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Amendments to the Administrative Code, effective July 8 and July 23, 2012, resulted in changes throughout this legally referenced policy, including:

- New text at FUNDING on page 1 providing that the district must code the instructional materials allotment (IMA) as revenue in the manner required by TEA.
- A new provision at NO APPEAL stating that the amount of the IMA determined by the Commissioner is final and may not be appealed.
- New provisions on page 2 addressing how the Commissioner will calculate adjustments to a district's IMA for HIGH ENROLLMENT GROWTH and the procedures a district can follow to request an adjustment for enrollment growth not reflected in the state calculation.
- Clarification, beginning on page 2, that IMA PERMITTED EXPENDITURES include non-adopted instructional materials but not the purchase or installation of the physical conduit for data transmission, purchase of office and school supplies, or payment of travel expenses.
- On page 4, a requirement for the district to determine a VALUE for its instructional materials, as they are considered assets.
- Clarification that DISTRIBUTION of instructional materials may involve providing access to the materials rather than distributing printed materials.
- Beginning on page 5, new provisions addressing requisition of and access to BRAILLE AND LARGE-TYPE MATERIALS for teachers, students, and parents.
- Clarification on page 6 that the CERTIFICATION OF INSTRUCTIONAL MATERIALS must be made prior to the beginning of each school year in a format approved by the Commissioner; be ratified by the board in a public meeting; include supporting documentation, if requested by the Commissioner; and may include consideration of both adopted and non-adopted materials. A district may not submit a requisition request for the following school year until the Commissioner receives the certification for the current school year.
- Existing text on page 7 at RESPONSIBILITY FOR INSTRUCTIONAL MATERIALS AND EQUIPMENT explaining that the board cannot require an employee to pay for materials and equipment that are stolen, misplaced, or not returned by a student.
- New provisions on page 9 making the district responsible for LOST, DAMAGED, OR WORN OUT INSTRUCTIONAL MATERIALS and outlining the procedures the district must follow to dispose of and replace the materials.

Explanatory Notes

TASB Localized Policy Manual Update 97

- Beginning on page 9, additional detail on the procedures for the SALE OR DISPOSAL of instructional materials and technological equipment, including a requirement to certify to TEA that new materials purchased from sale proceeds cover the TEKS and a requirement that prior to any disposal the district notify the Commissioner of the instructional materials to be disposed of and the method of disposal.
- Clarification on page 10 that the district's ANNUAL INVENTORY must include adopted and non-adopted instructional materials and technological equipment and must be recorded in the EMAT system.
- Deletion of provisions addressing out-of-adoption instructional materials.

Citations have been adjusted throughout the policy.

CNA (LOCAL) TRANSPORTATION MANAGEMENT STUDENT TRANSPORTATION

The recommended revision to this local policy at ELIGIBILITY states more clearly the board's decision to permit students for whom the district does not receive state transportation funding to use district transportation. This use continues to be subject to time and space limitations and any applicable administrative regulations. **If your district does not provide transportation for these students, please contact your policy consultant for alternate text.**

Because the board must approve any fee for the transportation of a student for whom it does not receive a transportation allotment, we recommend including a statement that any applicable fees shall be approved by the board and published in administrative regulations. If the board does not charge a fee, this should be stated in the regulations.

We also recommend deletion of the provision addressing bus stops, as this information is better addressed in the student handbook or other administrative regulations.

If your district requests funding to transport students who live in hazardous areas within two miles of the school, please contact your policy consultant about the local board policy requirements.

CRE (LEGAL) INSURANCE AND ANNUITIES MANAGEMENT WORKERS' COMPENSATION

An existing statutory provision has been added to this legally referenced policy on workers' compensation, allowing the board to cover as an employee under workers' compensation a board member or paid election worker. See OPTIONAL COVERAGES on page 1.

Explanatory Notes

TASB Localized Policy Manual Update 97

DBAA (LOCAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CRIMINAL HISTORY AND CREDIT REPORTS

In April 2012, the Equal Employment Opportunity Commission (EEOC) issued updated guidance regarding the role of arrest and conviction records in employment decisions, available at http://www1.eeoc.gov/laws/guidance/arrest_conviction.cfm?renderforprint=1. The guidance indicates that, even if state law or local policy requires automatic exclusion from employment for a particular offense, a district may not refuse to hire a person who has been convicted of an offense listed in state law or local policy unless the district has determined that its decision is job-related and consistent with business necessity. This local policy is recommended for inclusion in the district's policy manual to address the EEOC guidance.

The policy text included for your consideration reflects this process by explaining at DISQUALIFYING OFFENSES that all district positions have the potential for contact with students and that the district shall disqualify from employment a person whose criminal history indicates that the person poses a threat to students or employees. This language provides a basis for determining that the exclusion of a candidate for these offenses, which would include the state law offenses that make a person ineligible to work in a school district, are job-related and a business necessity. The policy language also provides that consistent with business necessity the district shall disqualify a person whose criminal history is otherwise inconsistent with the job duties of the position. This provision could apply, for example, if a candidate with a conviction for money laundering applies for a position as the district's chief financial officer.

Reaching the conclusion that a decision to disqualify a candidate is job-related and consistent with business necessity will generally require an INDIVIDUALIZED ASSESSMENT of each final candidate's criminal history, taking into account a variety of factors, as listed in the policy.

The EEOC guidance states that an employment decision based solely on an arrest, without further justification, is not job-related and consistent with business necessity; therefore, the enclosed policy language states that the district shall not disqualify a person based solely on an ARREST. However, as permitted by the guidance, the district may base the employment decision on the conduct underlying the arrest if the conduct makes the person unfit for the job position in question.

Also included in the policy text is a reminder of the legal requirement to provide SBEC NOTIFICATION if a candidate who is certified by SBEC has a reported criminal history.

For further information, TASB Legal Services has published an FAQ addressing Criminal History Reviews of District Employees and Volunteers, including the EEOC guidance, at http://www.tasb.org/services/legal/esource/personnel/pers_emp_requirement.aspx#Criminal_Background_Checks. Corresponding administrative regulations will be included in Update 44 to the *TASB Regulations Resource Manual*, scheduled for release in early July.

CREDIT HISTORY checks as part of the hiring process are also addressed in this policy. A recommended provision explains that the district shall only obtain credit history checks when the person's credit history is related to the position. The district must comply with the Fair Credit Reporting Act before obtaining credit history.

Please note: DH(LOCAL), not included in this update, addresses changes in criminal history for current employees.

Explanatory Notes

TASB Localized Policy Manual Update 97

DECA (LEGAL) LEAVES AND ABSENCES
FAMILY AND MEDICAL LEAVE

Changes to this legally referenced policy addressing the Family and Medical Leave Act (FMLA) are based on revised Department of Labor (DOL) rules, published on February 5, 2013. Provisions were moved within the rules, resulting in several citation changes. In addition, at QUALIFYING EXIGENCY on page 3, the amended rules provide that an employee may take qualifying exigency leave for *parental care*. The DOL has published Frequently Asked Questions, available at http://www.dol.gov/whd/fmla/2013rule/militaryFR_FAQs.htm#3. The FAQs explain that an employee who is a military member can take exigency leave for certain activities related to the care of the employee's parent who is incapable of self-care, such as admitting or transferring a parent to a new care facility or attending meetings with staff at a care facility, if those activities arise from the employee's covered active duty.

Although not detailed in the policy, the rules also revised the definition of *covered servicemember* referred to at QUALIFYING REASONS FOR LEAVE at item 6 on page 3 to include servicemembers who are no longer on active military service, which would include certain veterans. The change applies to military caregiver leave.

In addition to the changes from the DOL rules, we have made a correction at INTERMITTENT OR REDUCED LEAVE SCHEDULE on page 6 and added a provision on page 19 at RECORDS explaining that records and documents created for FML purposes that contain family medical history or genetic information must be maintained in accordance with the confidentiality requirements of the Genetic Information Nondiscrimination Act (GINA).

DFAB (EXHIBIT) PROBATIONARY CONTRACTS
TERMINATION AT END OF YEAR

This exhibit addresses notice of the board's decision to terminate an employee's probationary contract at the end of the contract period. The recommended revision to this exhibit adds a form for district staff to document how the notice of termination was delivered to the employee, in accordance with legal provisions requiring an attempt at hand delivery.

DPB (LOCAL) PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

This local policy is recommended for deletion from the district's policy manual as it no longer matches the practices of many districts. The district HR staff is usually responsible for accepting applications from substitutes and handling the other administrative details of employment, such as ensuring that the district has the correct documents on file. In addition, many districts use an electronic system to track and call substitutes for assignments. Pay for substitutes should be addressed along with pay for other employees in the compensation plans adopted by the board, as described in DEA(LOCAL), which is not included in this update.

Explanatory Notes

TASB Localized Policy Manual Update 97

E (LEGAL) INSTRUCTION

We have changed the title of EKBA to English Language Learners/LEP Students to reflect new terminology from state rules.

See the explanatory note for EKBA below for further information.

EHBE (LEGAL) SPECIAL PROGRAMS BILINGUAL EDUCATION/ESL

Amendments effective March 14, 2013, moved Administrative Code rules addressing LEP STUDENTS AND STATE ASSESSMENTS, reflected on page 10, from Subchapter A to Subchapter AA in 19 TAC Chapter 101.

EHBI (LEGAL) SPECIAL PROGRAMS ADULT AND COMMUNITY EDUCATION

An amendment to the Administrative Code effective February 28, 2013, explains that a district shall not charge TUITION AND FEES for adult education unless statutorily authorized to do so. See page 2.

EHDE (LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT DISTANCE LEARNING

Extensive revisions to this legally referenced policy on distance learning are from new Administrative Code rules on the Texas Virtual School Network (TxVSN), effective February 27, 2013.

The rules clarify that the TxVSN is comprised of two components—the online school (OLS) program and the statewide course catalog.

The rules provide detail for a school district to operate an ONLINE SCHOOL PROGRAM, which is a full-time, virtual instructional program for students in grades 3–12.

Provisions have been added at PROVIDER DISTRICTS beginning on page 2 to specify eligibility standards for a school district to serve as an OLS or as a statewide course catalog provider and to explain GENERAL REQUIREMENTS for both types of provider districts.

On page 4, new text reflects that an OLS may offer PROVISIONAL ENROLLMENT to a student for ten school days under certain circumstances.

Beginning on page 5, we have added provisions addressing student ENROLLMENT, ADVANCEMENT, AND WITHDRAWAL and explaining COMPULSORY ATTENDANCE for students taking an electronic course in an OLS program or the statewide course catalog.

A new provision at STUDENT ASSESSMENT on page 8 clarifies that districts participating in the OLS program are included in the state's academic accountability system.

Explanatory Notes

TASB Localized Policy Manual Update 97

At COURSE COST, the rules clarify when a district may charge students the *course cost* rather than a *fee*, and specify that the nominal fee that may be charged in certain circumstances may not exceed \$50.00. The provider district will receive no more than 70 percent of the course cost prior to the student successfully completing the course and the remaining 30 percent after the student successfully completes the course.

The rules also add considerable detail on the requirements for EDUCATORS OF ELECTRONIC COURSES and the standards for REVOCATION of a district's right to participate in the TxVSN, beginning on page 9.

EIF (LEGAL) ACADEMIC ACHIEVEMENT GRADUATION

Amendments to the Administrative Code effective May 29, 2012, and March 14, 2013, resulted in a revision on page 1 to refer to successful completion of *state-required* rather than *exit-level* assessments.

On page 2, the rule amendments clarify that to receive a high school diploma, a student receiving SPECIAL EDUCATION services must successfully complete the requirements of his or her IEP, including performance on a state assessment required for graduation. However, a student's ARD committee shall determine if the student must meet satisfactory performance on an assessment for graduation.

Citations have been updated throughout.

EKB (LEGAL) TESTING PROGRAMS STATE ASSESSMENT

Amendments to the Administrative Code effective March 14, 2013, resulted in multiple changes to this legally referenced policy on state assessment. Significant substantive changes include:

- Modification of the superintendent's duties regarding test ADMINISTRATION on page 2.
- Clarification of the EXCEPTION from state testing requirements for a student in grades 3–8 who is enrolled in a course above the student's enrolled grade level. See page 4.
- Additional provisions beginning on page 5 addressing END-OF-COURSE ASSESSMENTS for students enrolled in the MINIMUM or RECOMMENDED OR ADVANCED/DISTINGUISHED ACHIEVEMENT HIGH SCHOOL PROGRAM, EXCEPTIONS to end-of-course (EOC) requirements for students who received credit for a course with an EOC assessment prior to enrollment in a Texas district or who completed a course with an EOC assessment prior to the 2011–12 spring administration, and testing requirements for STUDENTS ENROLLED BELOW HIGH SCHOOL LEVEL.
- At SATISFACTORY PERFORMANCE beginning on page 6, additional detail on calculating the CUMULATIVE SCORE and the effect of a student receiving the MINIMUM SCORE.
- Additional provisions on EOC assessment requirements when a student received course credit through credit by examination or is participating in a distance learning, correspondence, or dual-credit course. See ALTERNATIVE METHODS FOR EARNING CREDIT on page 7.
- Additional provisions explaining testing requirements for students receiving SPECIAL EDUCATION services and application of the 15 percent course grade requirement when a student is administered an alternate form of an EOC assessment.
- Clarification of the 15 percent course grade requirement at IMPACT ON GRADES on page 8.

Explanatory Notes

TASB Localized Policy Manual Update 97

- Clarification that an EOC assessment RETAKE will count toward the cumulative score only if the re-take is higher than the student's previous assessment score and that a student is not required to re-take an assessment if the student failed the course but achieved at least a minimum score on the assessment.
- An additional provision on student REQUESTS TO TAKE AN EOC ASSESSMENT on page 9.
- Deletion of a provision exempting foreign exchange students from exit-level testing requirements if the student has no intention of receiving a Texas high school diploma.
- Reorganization and updating of the provisions on EXIT-LEVEL ASSESSMENTS.

A new Administrative Code rule effective March 26, 2012, adds detail on test SECURITY, clarifies that viewing a test before, during, or after an assessment when not authorized to do so is a violation of TEA's Test Security Supplement, and adds new provisions referring to the criminal PENALTIES that could result from release or disclosure of confidential test content and the SBEC's authority to take action against an educator who fails to cooperate with a TEA investigation. See pages 11–13.

Citations have been updated throughout.

EKBA (LEGAL) STATE ASSESSMENT ENGLISH LANGUAGE LEARNERS/LEP STUDENTS

This legally referenced policy addressing English language learners has been reworked as a result of rule changes effective December 22, 2011, and March 27, 2013. The changes include:

- Throughout the policy, the text has been adjusted to reflect the terminology in the rules, which use both English language learner and student of limited English proficiency (LEP).
- Updated DOCUMENTATION requirements for the Language Proficiency Assessment Committee (LPAC) now include the decisions and justifications related to assessments.
- DEFINITIONS have been grouped at the beginning of the policy, beginning on page 1, and the definition of "immigrant" has been deleted.
- New details on TESTING IN GRADES 3–8 include when a student may be administered the Spanish-version assessment or the linguistically accommodated English version of the math, science, or social studies assessments. Certain unschooled asylees or refugees shall be granted an assessment exemption from testing in grades 3–8 during the first school year the student is enrolled in a U.S. public school. See page 3.
- New detail has been added on exemptions for English language learners regarding END-OF-COURSE ASSESSMENTS.
- On page 4 is a new requirement for the LPAC to document in the student's permanent record the reason an English language learner was granted a POSTPONEMENT from exit-level testing.
- English language learners who had inadequate schooling outside the United States continue to be eligible for LIMITED LEP EXEMPTIONS. During a student's second and third years of enrollment, the student may be granted an exemption if the LPAC determines that the student lacks sufficient English proficiency for the assessment to measure academic progress.
- The LPAC may still administer a Spanish assessment to NON-LEP STUDENTS enrolled in a bilingual program if the LPAC determines that the assessment is the most appropriate measure of academic progress. However, the rules deleted the previous statement that the student could not be administered the Spanish assessment for longer than three years.

Explanatory Notes

TASB Localized Policy Manual Update 97

- On page 6, text at SPECIAL EDUCATION clarifies that the ARD committee, in conjunction with the LPAC, shall determine and document allowable testing accommodations and whether the student qualifies to be administered an alternate assessment instrument.
- Certain English language learners receiving special education services who also meet the definition of an unschooled asylee or refugee shall be granted an assessment exemption from testing in grades 3–8 during the first school year the student is enrolled in a U.S. public school.

FD (LEGAL) ADMISSIONS

At STUDENTS IN FOSTER CARE on page 5, we have added a provision from the federal Fostering Connections to Success and Increasing Adoptions Act of 2008, which addresses educational stability for students in foster care, specifically when there are changes in placement. One of the requirements of the Act, as added to this legally referenced policy, is for the Department of Family and Protective Services to coordinate with the school district to ensure that the child remains in the school in which the child is enrolled at the time of placement, if remaining is in the child's best interest.

Under Texas law, students in grades 9–12 who are placed in foster care must be allowed to finish high school at the school where the child was enrolled at the time of the placement without payment of tuition. Students in other grades who move out of the district due to foster care placement will be required to submit a transfer request to remain in the original district. For districts that wish to give special consideration to these transfer requests in an effort to maintain educational stability of the student, TASB Policy Service has sample policy text available. If you would like to review the sample policy provisions, please contact your policy consultant.

FFAB (LEGAL) WELLNESS AND HEALTH SERVICES IMMUNIZATIONS

At the Note on page 1, we have replaced the link to the chart of *Texas Minimum State Vaccine Requirements for Students Grades K–12* with a link to the Texas Department of State Health Services web page on immunization requirements, which provides additional information for districts.

FFAD (LEGAL) WELLNESS AND HEALTH SERVICES COMMUNICABLE DISEASES

Provisions on student EXCLUSION from attendance for communicable conditions and diseases have been revised to better reflect Administrative Code rules, which require a principal to exclude a child having or suspected of having a COMMUNICABLE CONDITION, as listed in the Administrative Code, or a COMMUNICABLE DISEASE, as designated by the Commissioner of Health. A principal may not readmit a student who has been excluded because of a communicable disease until the listed readmission criteria are met.

Citations throughout this legally referenced policy and the link to the Department of State Health Services information on communicable diseases in the Note on page 2 have been updated based on amended Administrative Code rules, effective December 20, 2012.

Explanatory Notes

TASB Localized Policy Manual Update 97

FL (LEGAL) STUDENT RECORDS

Two items have been added to the list of persons to whom a district may release student personally identifiable information without parental consent at ACCESS BY OTHER PERSONS, beginning on page 7:

- Item 9, on page 10, is an existing statutory provision that allows release to the Secretary of Agriculture or representatives from the Food and Nutrition Service for the purpose of conducting program monitoring, evaluations, and performance measurements of districts under the National School Lunch Act or the Child Nutrition Act.
- Item 10 comes from the Uninterrupted Scholars Act of 2013, effective January 14, 2013. The Act amends FERPA and, as reflected in the policy text, allows a district to release information to certain individuals when a state agency has responsibility for the care and protection of the student. In this situation, release can be made to a caseworker or other state or local child welfare agency representative who has the right of access to a student's case plan.

Also from the Uninterrupted Scholars Act is a new provision on page 12 allowing a district to release SUBPOENAED RECORDS without notifying the parent if the parent is party to a court proceeding involving child abuse and neglect or dependency, and the court order is issued as a result of those proceedings.

(LOCAL) Policy Comparison Packet

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in the TASB Policy Service records.

The comparison is generated by an automated process that shows changes as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow.

For further assistance in understanding changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

El Campo ISD
241903

TRANSPORTATION MANAGEMENT
STUDENT TRANSPORTATION

CNA
(LOCAL)

ELIGIBILITY

The District ~~At the Board's direction, the Superintendent or designee~~ shall permit students for whom the District does not receive state transportation funds to use District transportation, in accordance with time and space limitations and administrative regulations.

APPLICABLE FEES, IF ANY, SHALL BE APPROVED BY THE BOARD AND PUBLISHED IN ADMINISTRATIVE REGULATIONS. BUS STOPS

~~All students who use District transportation shall board buses at authorized stops. Authorized bus stops shall be designated annually by the Superintendent or designee. Bus drivers shall load and unload passengers only at authorized stops.~~

DATE ISSUED: ~~5/22/2013~~ 11/11/2008
UPDATE 9784
CNA(LOCAL)-A

ADOPTED:

1 of 1

Superintendent's Report	Wharton CAD 2014 Proposed Budget
Summary	<p>The Central Appraisal District is required to submit a proposed budget to the tax units it serves by June 15th. The final proposed budget adopted by the directors has an increase of \$37,265. Our share of the proposed increase is \$8,076.</p> <p>Details of the major changes in the proposed budget are included in the attached proposed budget package.</p>
ECISD Board Policy	None.
Effective Date	October 1, 2013
Previous Board Action	The Board is annually presented with a copy of the CAD proposed budget for your review.
Future Action Expected	The Board is annually presented with a copy of the CAD proposed budget for your review.
Background Information and Significant Issues	Please review the attached proposed budget document.
Fiscal Impact	Our estimated budget share for 2014, including the CAD Building Note, is \$243,018.
Student and Public Benefit	Accurate property appraisals are important for local tax revenue purposes and maximizing state funding.
Procedural and Reporting Implications	None.
Public Comments	None.

Alternatives	None.
Other Comments and Related Issues	ECISD is the second largest taxing entity in the County with a 2012 tax levy of \$13,656,684.83, which amounted to 21.67198% of the total levy for the County. Our estimated budget share is based on this percentage.
Attachments	Wharton CAD 2014 Proposed Budget
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations Tylene Gamble, Chief Appraiser
Action Required	No action required.
Superintendent's Recommendation	This is an information report only. Mark Pool, Superintendent of Schools

CENTRAL APPRAISAL DISTRICT
308 E Milam
Wharton, Texas 77488
979/532-8931 Fax: 979/532-5691

May 13, 2013

Tax Units of Wharton County

RE: Proposed Budget – 2014

The Central Appraisal District is required to submit a proposed budget to the tax units it serves by June 15th. This is much earlier than most tax units because your required contribution to the CAD Budget is a part of your operating budget.

The board set a tentative date of September 12th for the public hearing and formal Budget Adoption.

Enclosed: Proposed 2014 Budget and Estimated Allocations
Detail explanation for proposed changes

Please take some time to review the proposal. I encourage you to contact me, your board representative or the board chairman, if you have questions or concerns. The Budget at our Hearing may be adopted as proposed, or less. So please call if you need more information, rather than get through the adoption process and must consider a veto. As always, the CAD strives to be cost efficient and conscience of the hardships of the tax units we serve.

Once again, if you would like for me to attend any board meeting, for the budget presentation, or any other matter, please call with a day or two of notice. I have several tax units that meet on the same days, and it would have to be on first come basis.

There is no formal action required. The county, 5 school districts and 3 cities have a right of veto, but I hope you will consider visiting with me or a board member before you feel the need to do so. On the other hand, if you take positive action, a letter or copy of those minutes would be appreciated, though not required.

Respectfully,



Tylene Gamble
Chief Appraiser

Central Appraisal District
2014 Budget

Board of Directors
PROPOSED

May 09, 2013

Includes
Change Breakdown
Allocation distribution of Increase
Line Item Budget
Fund Balance Sheet
Written Description of Line Item Details

BREAKDOWN - Major 2014 Proposed Budget Changes

Salaries	12 employees	+ 3,000
	Adjustment for mid-year change in 2013 –need to maintain current salary	
Salary Contingency	12 employees	+ 15,005
	3% of salary line used for merit distribution	
Retirement/Payroll tax adjustment for increases		+ 2,550
Group Insurance & Benefits		+ 8,460
	Increased staff deductible from \$500 to \$1000 for 2013 This is estimated premium increase (10%)	
Valuation Engineers		+ 5,000
	This is 5 th year of contract and have had no increase, requested \$10,000. Upon further negotiations, the increase would spread Over two years: \$5,000 in 2014 and 2015	
Legal Services		+ 2,000
	Based on historical costs and budget overages	
ARB Per Diem		+ 2,000
	Daily amount paid for Appraisal Review Board Members increased	
Misc. line items, after plus & minuses		<u>- 750</u>
 OVER ALL INCREASE/DECREASE	 INCR of 3.4 %	 \$ 37,265

**CENTRAL APPRAISAL DISTRICT of WHARTON
ESTIMATED PROPORTIONATE SHARES
2014 Proposed Budget**

ENTITY VOTING ENTITY	2012 TAX LEVY	% OF 2013 BUDGET	2014 ESTIMATED BUDGET (including Building Note)	2014 ESTIMATED BUDGET INCREASE
WHARTON COUNTY	\$14,399,316.16	22.85047%	\$ 256,233	\$ 8,515
EL CAMPO ISD	13,656,684.83	21.67198%	\$ 243,018	\$ 8,076
WHARTON ISD	11,255,331.38	17.86124%	\$ 200,286	\$ 6,656
WHARTON CO JR COLLEGE	4,179,061.36	6.63181%	\$ 74,365	\$ 2,471
EAST BERNARD ISD	4,021,293.79	6.38145%	\$ 71,558	\$ 2,378
CITY OF EL CAMPO	2,836,612.26	4.50146%	\$ 50,477	\$ 1,677
WEST WHARTON CO HOSPITAL DIST	2,556,371.17	4.05674%	\$ 45,490	\$ 1,512
LOUISE ISD	2,391,586.46	3.79524%	\$ 42,558	\$ 1,414
BOLING ISD	2,059,908.57	3.26890%	\$ 36,656	\$ 1,218
CITY OF WHARTON	1,954,052.63	3.10091%	\$ 34,772	\$ 1,156
WHARTON CO EMERGENCY SER DIST #3	912,487.35	1.44804%	\$ 16,237	\$ 540
WHARTON CO EMERGENCY SER DIST #1	890,655.73	1.41339%	\$ 15,849	\$ 527
WHARTON CO EMERGENCY SER DIST #4	855,736.74	1.35798%	\$ 15,228	\$ 506
WHARTON CO EMERGENCY SER DIST #2	284,929.92	0.45216%	\$ 5,070	\$ 169
CITY OF EAST BERNARD	217,896.68	0.34578%	\$ 3,877	\$ 129
COASTAL BEND GROUNDWATER DIST	215,103.82	0.34135%	\$ 3,828	\$ 127
EAST BERNARD WATER DIST	163,095.18	0.25882%	\$ 2,902	\$ 96
BOLING WATER DISTRICT	51,743.53	0.08211%	\$ 921	\$ 31
LOUISE WATER DISTRICT	49,327.18	0.07828%	\$ 878	\$ 29
ISAACSON MUD	42,091.69	0.06680%	\$ 749	\$ 25
HUNGERFORD MUD	22,113.41	0.03509%	\$ 393	\$ 13
TOTAL	\$63,015,399.84	22 100.00000%	\$ 1,121,345	\$ 37,265
			1.78% of total Taxes	

	Adopted 2013	Proposed 2014	Incr/Decr	
PERSONNEL				
Salaries	497,100	500,100	3,000	Current Renumeration
Salary Contingency	0	15,005	15,005	3% Staff Merit
Part-Time	4,000	800	-3,200	Drop Temp field help
(\$1000 fee & 7%) Retirement	35,798	37,058	1,260	Projected Salary x 7% + \$1000 annual fee
(7.65%) Payroll Taxes	38,120	39,410	1,290	Projected Salary x 7.65%
Group Insurance Benefits	84,560	93,020	8,460	10% Estimated increase
Group Unemployment	1,000	2,500	1,500	Quoted Premium Increase
Workers Compensation	3,000	1,600	-1,400	No claims
	663,578	689,493	25,915	
CONTRACTUAL				
Valuation Engineers	105,000	110,000	5,000	Request Contract increase of \$10,000
Computer Services	46,930	48,330	1,400	Maintain increase
Mapping Services	2,500	2,500	0	
Legal Services	5,000	7,000	2,000	Based on historical costs
Janitorial Services	6,000	6,000	0	
Audit Sevices	3,500	4,000	500	
Postal Equipment	2,800	2,700	-100	
Copier Lease	4,000	4,100	100	
	175,730	184,630	8,900	
PROFESSIONAL SUPPORT				
Books & Subscriptions	4,100	4,100	0	
Professional Registrations/Dues	3,400	2,900	-500	
Auto Allowance-Appraisers	60,000	60,000	0	
BOD Travel Expense	100	100	0	
Education	14,000	14,000	0	
Public Relations & Advertising	4,000	4,700	700	Publication requirements/costs
	85,600	85,800	200	
MAINTENANCE & SUPPLIES				
Postage	13,000	13,000	0	
Field Supplies	400	400	0	
Office/Computer Supplies	16,500	16,500	0	
Janitorial Supplies	800	800	0	
Mapping Supplies	500	500	0	
Building Maintenance	1,950	1,950	0	
Equipment Maintenance	300	300	0	
Telephone & Internet Services	8,300	7,300	-1,000	Based on historical costs
Utilities	9,800	9,300	-500	Tax Exempt Savings
	51,550	50,050	-1,500	
INSURANCE -OTHER				
Bldg - Contents -Fire-Auto	6,000	7,700	1,700	Premium Increase
Officials & Employees Liability	4,000	4,000		
Bonds/Notary/Surety	700	750	50	Increase in # of Notaries
	10,700	12,450	1,750	
CAPITAL OUTLAY				
Furniture	400	400	0	
Office Equipment	2,000	2,000	0	
Mapping Equipment	200	200	0	
	2,600	2,600	0	
Budget-General	989,758	1,025,023	35,265	
ARB Budget -see attached	10,800	12,800	2,000	Per Diem Increase
TOTAL BUDGET	1,000,558	1,037,823	37,265	
Building Note Annual Payment	83,522	83,522		
GRAND TOTAL -Contributions	1,084,080	1,121,345	3.40%	

ARB BUDGET - 2014		Adopted	Proposed	
		2013	2014	Incr/Decr
PERSONNEL				
(1/train-3/half-15/hearing days)	ARB-Per Diem	8,500	10,500	2,000
PROFESSIONAL SUPPORT				
	ARB Travel Expense	1,100	1,100	
	Education -ARB	600	600	
		1,700	1,700	
MAINTENANCE & SUPPLIES				
	ARB Hearing Expense	600	600	
TOTAL ARB BUDGET		10,800	12,800	

FUND BALANCE
Must have prior board approval to expend funds
As of May 1st

	2013 Budget thru May 1	2014 Budget Estimated
Interest Earned	243	730
Fees of Office	1,122	1,500
Rendition Penalties	2,583	3,000
	3,948	5,230
Designated Legal - Computer		38,407
Designated Building Fund Includes 2012 Budget Excess \$6,441		45,829
Misc & Interest Income Fund		64,513

LINE ITEM BREAKDOWN

Salary _____ Current 2013 Salary by position -Add 3000 to maintain

Salary Contingency

This line is used for merit raises, percentage salary increases and/or adjustments to appraiser salaries after successful course completions.

Part Time

We use temporary help during the informal process to handle pulling files, and putting back files. When the ARB starts hearings, that person helps keep all the appointment files in order and copy daily presentations to ARB and file back completed hearings

Retirement _____ ICMA Retirement, 7% , \$1000 annual service fee

Payroll Taxes _____ 6.2% Social Security, 1.45% Medicare (includes Part time)

Group Insurance

For 2013, increased deductible from \$500 - \$1000. For 2014 Estimated premium increases of %10

Group Unemployment

Have been TASB member. Received notice that TASB will discontinue services for Appraisal Districts

Worker's Compensation _____ Billed according to salaries. Have had no Claims

Valuation Engineers

Current vendor, Landrum & Associates have had 2 contracts (4 years) with no increase in Price. Requested a \$10,000 increase (10%) for 2014. Continued negotiations, they understand the stress of school finance at this time and have agreed to spread that increase over two years: \$5000 in 2014, and \$5000 for 2015

Computer Services

Our new Hardware/Software package has an annual maintenance for legislative updates, down time, questions, training, etc. This line includes website maintenance.

Legal Services

Tracking historical costs that have been absorbed from other line items. Adjusted for actual expenses for 2014.

Janitorial Services

After the move, we awarded a proposal for \$495/year.

Mapping Services

A Service Contract

Audit Services

The Audit expense has remained the same since 2009, and requested a fee increase for 2014.

Postal Equipment

The monthly leasing fee of \$225 includes the meter rental and the maintenance.

Copier Lease

Maintenance is included in lease, as is toner replacement. As with every lease, there is a small charge after a certain number per month.

Books & Subscriptions

NADA –vehicle/MH guide----Texas Tax Code –4 sets---- Marshall & Swift Com Guide-----Newspaper –3 county publications-----Commercial Veh Registrations

Professional Reg & Dues

State and Regional Association dues Texas Department of Licensing and Regulations has replaced the Board of Tax Professional Examiners. The now TDLR has indicated a need to increase registration dues in the near future.

Auto Allowance

Reimbursement on staff vehicle usage. Current rate of \$700/month based on surrounding CAD surveys.

BOD Travel

Travel and Meals for Training requirements.

Education for Staff

All registrants with the TDLR have required courses and minimum requirements for Continuing Education. This line includes chief appraiser conference. This line covers the registration fees, meals and hotel. CEU requirements have changed in specifying a required subject for a certain required set of hours. Will have 5 people requiring CEUs. Required courses on two new appraisers.

Public Relations & Advertising

Required ¼ page publications and public service announcements.
More requirements and fee changes

Postage

Field Supplies

Measuring tapes and rollers, clip boards, camera/film/disks, vests

Office/Computer Supplies

Checks	Letterhead	Envelopes	Flyers/Insert
Business Cards	Renditions	Appraisal Notices	
Ink Cartridges	Copy Paper	General Desk Supplies	

Janitorial Supplies

Mapping Supplies

Specialty plotter pens and paper.

Building Maintenance

It has been advised that we keep a line item in the budget, and retain annually, to build a replacement fund for future roofing, AC and maintenance issues. We have a monthly security fee and quarterly Bug-spraying fee as well. This line is also the AC quarterly filter and maintenance contract.

Equipment Maintenance

With new equipment, we have a warranty and the new copier will have maintenance in the lease, this should cover emergency calls.

Telephone & Internet Services

Basic services (dropped TeleBranch lane for the West side in 2011)

Utilities

Basic services

Insurances –Other

Same required coverage Bond/Notary = 3 Notaries and a Fidelity Bond.

Capital Outlay

Use for a computer replacement program of 2-3 per year.

The law and the Methods and Assistance Program require the APPRAISAL REVIEW BOARD Budget be itemized separately from the GENERAL BUDGET

ARB Per-Diem

The ARB has 5 members and is paid at a rate of \$120 per day for 4 members, with the chairman paid at a rate of \$130 per day, including training days. We are estimating the number of hearing days and this will fluctuate depending on notices and protests.

ARB Travel Expense

This line is for the Meals and Mileage to attend the required Comptroller Intermediate and Advanced training for ARB members. Additionally, this covers the reimbursement for member's lunches on Hearing Days.

ARB Education

Registration fees for courses

ARB Hearing Expense

Audio recorder, audio tapes, batteries and refreshments for hearings

Agenda Item Summary Sheet (4 A.1)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Action Required

Consent Agenda: Governance	Minutes of Previous Meetings a. May 21, 2013 – Regular Meeting b. June 12, 2013 – Board Workshop to Discuss Debt Reduction, Capital Improvement Projects and Preliminary Budget
Summary	According to policy BE (LOCAL), BOARD MEETINGS, MINUTES, board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.
ECISD Board Policy	BE (LOCAL), BOARD MEETINGS
Effective Date	June 18, 2013.
Previous Board Action	The Board approves minutes at each regular monthly meeting.
Future Action Expected	The Board approves minutes at each regular monthly meeting.
Background Information and Significant Issues	None.
Fiscal Impact	None.
Student and Public Benefit	An accurate record of all discussions and actions by the Board of Trustees is maintained.
Procedural and Reporting Implications	After approval minutes are filed with the official records of the District.
Public Comments	None.
Alternatives	None.

Other Comments and Related Issues

None.

Attachments

Minutes of regular and special meetings held on the following dates:

1. Regular Meeting – May 21, 2013 at 7:00 p.m.
2. Special Meeting – June 12, 2013 at 2:30 p.m.

Contact Person(s)

Dianne Cerny, Executive Secretary

Action Required

Motion, second and majority vote to approve the minutes.

Superintendent's Recommendation

I recommend you approve the minutes of previous meetings as part of the Consent Agenda.

Mark Pool, Superintendent of Schools

**MINUTES OF THE BOARD OF TRUSTEES
EL CAMPO INDEPENDENT SCHOOL DISTRICT
June 12, 2013**

The Board of Trustees of the El Campo Independent School District met in a Special Session June 12, 2013 at 2:30 p.m. in the Boardroom, 700 W. Norris, El Campo, Texas.

MEMBERS PRESENT: Ralph Novosad, Tommy Turner, Kristi David, James Russell, Cecil Davis, J. J. Croix

MEMBERS ABSENT: David Hodges

OTHERS PRESENT: Mark Pool, David Bright, Jody Larinns

Tommy Turner called the meeting to order at 2:30 p.m. Tommy Turner gave the opening prayer followed by the Pledge of Allegiance. There was a quorum present.

BOARD WORKSHOP TO DISCUSS DEBT REDUCTION, CAPITAL IMPROVEMENT PROJECTS AND BUDGET PROJECTIONS: The Board conducted a workshop and discussed debt reduction, capital improvement projects and budget projections. .

There being no further discussion, the meeting adjourned at 5:22 p.m.

DRAFT

President

Secretary

Agenda Item Summary Sheet (4 A.2)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Action Required

**Consent Agenda:
Governance**

Letter of Engagement with Financial Advisor

Summary

We have been advised that our financial advisor, Lewis Wilks, and his team of public finance professionals have changed companies; from Coastal Securities, Inc. to U.S. Capital Advisors (USCA).

Lewis Wilks has been the district's financial advisor since 2004 while working for Coastal Securities. Lewis worked with us on the 2005 bond election; and he has advised us on a number of refunding issues to help manage our debt, including the current considerations of different refunding options to save the district money through lower interest costs.

I also had the opportunity to work with Lewis in the mid-90's when he worked with the Texas Association of School Boards capital acquisition program. I have found that Lewis is very knowledgeable in the field of public finance, particularly as it relates to public schools, conservative, and always looking out for the best interest of his clients regardless of the company he is working for.

I would recommend that we continue our relationship with Lewis Wilks and his team. To do so we will need to enter into an agreement with U.S. Capital Advisors.

ECISD Board Policy

CH (LEGAL), PURCHASING AND ACQUISITION (as it relates to the procurement of professional services)

Effective Date

June 18, 2013

Previous Board Action

The Board previously selected Coastal Securities as our financial advisor in order to work with Lewis Wilks.

Future Action Expected

None.

**Background Information and
Significant Issues**

According to U.S. Capital Advisors website:

USCA was founded in 2010 by a group of experienced financial industry professionals with a shared vision. That vision is to combine the collegial atmosphere of a local firm with the capability to provide differentiated investment opportunities and

unique investment solutions. The synergies of our platform combines wealth management, equity research, equity trading and merchant banking based in the energy capital of the world to deliver value to our clients every day. Today, USCA manages over \$2 billion in AUM for its wealth management clients and advised over 100 institutional and corporate clients, including a number of the world's largest investment firms.

Fiscal Impact	None. (Fee structure for services is specified in Letter of Engagement.
Student and Public Benefit	Securing sound, conservative financial advice to help manage the district's debt and save the district money by reducing finance charges over time.
Procedural and Reporting Implications	Once approved by the Board the Agreement for Financial Services will be executed and originals sent to USCA.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	Lewis Wilks discussed this issue briefly at the special meeting held on June 12, 2013.
Attachments	<ul style="list-style-type: none">• Copy of Agreement for Financial Advisory Services
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations
Action Required	Motion, second, and majority vote to approve agreement with U.S. Capital Advisors for financial advisory services.
Superintendent's Recommendation	<p>I recommend that the Board approve the agreement with U.S. Capital Advisors for financial advisory services as a part of the consent agenda.</p> <p>Mark Pool, Superintendent of Schools</p>

USCA AGREEMENT FOR FINANCIAL ADVISORY SERVICES

THIS AGREEMENT is made as of the _____ day of _____, 2013, by and between the **El Campo Independent School District (“Issuer”)** and USCA Municipal Advisors LLC, a wholly owned subsidiary of U.S Capital Advisors LLC (“USCA” or “Financial Advisor”), located at 1330 Post Oak Blvd, Suite 900, Houston, Texas 77056, for municipal finance consulting services to be performed pursuant to the terms and provisions set out below. This Agreement pertains to all debt obligations authorized by Issuer during its effective term.

A. Financial Advisor’s Transaction Services.

During the term of this Agreement the Financial Advisor shall provide the following financial advisory services as requested by authorized Issuer staff:

1. Work with Issuer to review financial resources and develop a financing plan to meet Issuer’s financing goals, taking into account Issuer’s existing debt, maturity schedules, options for prepayments, and striving to achieve any issuance of new debt offering under terms and conditions favorable to Issuer while achieving a minimum effective interest rate.
2. Provide information on current bond market conditions, anticipated bond issuances, general market conditions and other economic factors that could reasonably be expected to impact any proposed financing plan and new debt offering.
3. Assist the Issuer in assembling a financing team, as necessary, including but not limited to Bond/Tax Counsel, Disclosure Counsel (generally “Counsel”), Paying Agent Registrar, Escrow Agent and Underwriters. It is agreed that Issuer will retain qualified Counsel to prepare any required proceedings and provide legal advice regarding any proposed security issuance, delivery and that appropriate Counsel will issue an opinion approving the legality of any debt offering.
4. Assist the Issuer in coordination of financing activities between representatives of Issuer offices as appropriate.
5. Prepare a time table and distribution list and update as necessary.
6. Assist with the Issuer’s preparation and analysis of cash flow statements, including conference calls with Counsel.
7. Recommend appropriate financing structure.
8. Recommend a method of sale (competitive sale, negotiated sale or private placement) and, if necessary, conduct Request for Proposals process for underwriter for a negotiated sale.



9. As necessary, prepare and/or assist with financial loan applications to local, state or federal lending agencies.
10. Assist with the preparation, coordination and review of all bond and disclosure documents, subject to final review and approval by Issuer.
11. Recommend whether credit rating should be pursued and, if advisable, prepare the necessary materials and apply for a rating from the respective rating agency. Manage the Issuer's oral presentation or telephone conference interviews with the rating analysts.
12. Coordinate direct communication between Issuer staff and prospective bidding underwriters (in the case of a competitive sale) and key institutional investors.
13. Direct the advertisement and outreach for bids for a competitive sale.
14. Review tax-exempt market supply and demand variables in connection with any issue; make recommendations regarding the timing of the pricing.
15. Conduct the bid opening and verify the lowest bidder (i.e., lowest True Interest Cost) in the case of competitive sale.
16. Conduct pricing oversight and market comparables analysis for negotiated sale. Assist the Issuer in pricing negotiations on day of sale.
17. Oversee the closing process on behalf of the Issuer. Coordinate with Counsel for delivery of securities to purchasers. Be available to the Issuer staff after the closing to answer questions regarding the issue.

B. Compensation

1. For transaction services specified in Section A above, Financial Advisor shall be paid the following financial advisory fees:

<u>Principal Amount</u>	<u>Fee Per Series of Bonds</u>
First \$1,000,000	\$10,000 (Minimum)
Next \$4,000,000	\$3.75 per \$1,000 over \$1,000,000
Next \$5,000,000	\$2.50 per \$1,000 over \$5,000,000
Over \$10,000,000	\$1.25 per \$1,000 over \$10,000,000

When the Issuer is refunding outstanding debt or issuing any form of tax credit bond or note, an additional structuring fee of \$5,000 will be included.



2. Unless otherwise provided, Issuer shall reimburse Financial Advisor for expenses incurred by Financial Advisor in performing its services under this Agreement. Reimbursable expenses shall include, but are not limited to, the following:
 - a. Courier and delivery services; postage; laser, color, photographic or offset printing and reproduction costs; use of company materials and supplies; document production, copying and binding; facsimile transmission; telephone and conference calls; online posting and distribution of the POS and FOS; statistical data; data processing; and data information services. (Facsimile and calls will only be charged to Issuer when Financial Advisor incurs a separate charge for them, e.g. when traveling or when third party services are required for certain conference calls.)
 - b. Other reasonable expenses directly related to the satisfactory performance of requested work, including but not limited to third party consultants and vendors hired by Financial Advisor with Issuer approval.
3. Financial advisory fees and reimbursable expenses will be paid by Issuer to Financial Advisor when the securities are issued and delivered. There is no financial advisory fee due unless the securities are delivered. If securities are not delivered or contract is canceled all reimbursable expenses incurred are due in full within 30 days. If an election is required to authorize a bond issuance and the election is unsuccessful the Financial Advisor will not be paid the financial advisory fee, however all incurred reimbursable expenses must be paid by Issuer.
4. Compensation to Financial Advisor does not include Counsel fees and expenses, rating fees, insurance premiums, paying agent and escrow charges, underwriting/placement agent fees, attorney general fees, and similar costs incurred in connection with the Issuer's financing program, such costs shall be paid directly by the Issuer.

C. Effective Date and Termination

1. The term of the Agreement shall be effective at the date of acceptance by the Issuer as indicated below. At any time and without cause, this Agreement may be canceled by either party by giving thirty (30) days written notice to the other.
2. In the event of termination reimbursable expenses incurred prior to the effective date of termination will be due and must be paid by Issuer within 30 days of receipt of a final invoice from USCA. In the event of termination only the amount due to USCA for services provided and expenses incurred prior to the effective date of termination will be due. No penalty will be charged for termination.

D. Equal Employment Opportunity The Financial Advisor does not discriminate in its employment practice against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap. Any subcontract entered into by the Financial Advisor pursuant to, or in furtherance



of, this Agreement shall contain a similar provision requiring the Financial Advisor's subcontractor to not discriminate in its employment and hiring practices.

E. Conflict of Interest The parties to this Agreement have read and are aware of the provisions of Chapter 171 of the Texas Local Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the Issuer relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the Issuer may immediately terminate this Agreement by giving written notice. Other than as pertains to bona fide employees working solely for USCA, Financial Advisor has not employed or retained any person or firm or provided any consideration contingent upon or resulting from the making of this Agreement and it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any individual or firm in connection with carrying out this Agreement.

F. Modification This Agreement may only be modified by written agreement executed by Issuer and Financial Advisor.

G. Complete Agreement This Agreement constitutes the complete statement of the terms and conditions of the Agreement between Issuer and Financial Advisor and it supersedes all prior representations, understandings and communications with respect to the subject matter hereof.

H. Governing Law, Waiver of Jury Trial This agreement is governed by and shall be construed in accordance with the laws of the State of Texas, with venue in Harris County, Texas. The parties irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement.

I. Notices All notices and communications related to this Agreement shall be in writing delivered as follows:

To the Issuer:
El Campo Independent School District
Attn: Mark Pool
700 West Norris Street
El Campo, TX 77437-2499
Phone: (979) 543-6771
Fax: (979) 543-1670

To Financial Advisor:
USCA Securities LLC
Attn: David Holland
1330 Post Oak Blvd., Suite 900
Houston, Texas 77056
Telephone: (713) 366-0566
Facsimile: (713) 588-8882



U.S. Capital Advisors®

ACCEPTED AND AGREED TO:

El Campo Independent School District:

By: _____

Title _____

Date Accepted By Issuer:

USCA Municipal Advisors LLC:

David Holland
Senior Managing Director
Head of Municipal Securities

Lewis A. Wilks
Managing Director
Public Finance

Agenda Item Summary Sheet (4 B.1)
Meeting Date: June 13, 2013
Submitted by: Mark Pool, Superintendent

Action Item

**Consent Agenda:
Personnel**

Approval of Proposed Compensation Plan

Summary

According to ECISD Board Policy DEA (LOCAL):

The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures, stipends, benefits, and incentives.

The policy further states:

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine annual increases for individual employees, within budgeted amounts.

District employees have not received a pay increase since 2009-2010. However, this year we were able to give all employees "Supplemental Pay for Service Rendered" in the amount of 2.0% of the average for each pay grade. This one-time lump sum payment will be included with this month's payroll for all employees who met the conditions set out by the Board of Trustees to be eligible to receive this supplemental pay.

The 2013-2014 preliminary budget has been developed with a 2.0% structure adjustment and 3.5% general pay increase for all employees.

ECISD Board Policy

DEA (LOCAL), COMPENSATION AND BENEFITS: SALARIES, WAGES AND STIPENDS

Effective Date

2013-2014 Employee Contract and School Fiscal Year

Previous Board Action

The Board adopted the current compensation plan in the Spring of 2005.

Annually the Board reviews the compensation plan. Comparisons are made to the area job market and decisions are made with regards to structure adjustments and general pay increases.

Future Action Expected

Annually the Board reviews the compensation plan. Comparisons are made to the area job market and decisions are made with regards to structure adjustments and general pay increases.

Background Information and Significant Issues

At the regular meeting on October 23, 2012, the Board approved the *2013-2014 Budget Planning Calendar*, which specified that the Board would approve the 2013-2014 proposed compensation plan at the regular meeting on June 18, 2013.

The proposed compensation plan, which includes a 2.0% structure adjustment and 3.5% of midpoint general pay increase was presented to the Board at the regular meeting on April 16, 2013.

The following tables represent the annual, daily, or hourly rate of the various pay grades in each compensation group based on a 3.5% of midpoint general pay increase:

	3.50%
Teachers - Annual	\$1,762

	3.50%
Administrator / Professional - Daily	
Pay Grade 1	\$10.04
Pay Grade 2	\$10.74
Pay Grade 3	\$11.49
Pay Grade 4	\$12.29
Pay Grade 5	\$13.16
Pay Grade 6	\$14.08
Pay Grade 7	\$15.06

	3.50%
Paraprofessional / Clerical - Hourly	
Pay Grade 1	\$0.41
Pay Grade 2	\$0.44
Pay Grade 3	\$0.48
Pay Grade 4	\$0.53
Pay Grade 5	\$0.60
Pay Grade 6	\$0.67

	3.50%
Manual Trades - Hourly	
Pay Grade 1	\$0.35
Pay Grade 2	\$0.40
Pay Grade 3	\$0.46
Pay Grade 4	\$0.52
Pay Grade 5	\$0.60
Pay Grade 6	\$0.69

In the past any pay increase for the Superintendent has been considered the following year. During the April meeting it was suggested and there seemed to be a consensus of the Board that the Superintendent's compensation be considered at the same time as all other employees.

In the Annual Superintendent Market Study, both the state and regional studies, the median superintendent's salary for districts with an enrollment of 3,000 to 4,000 students was \$140,000. 3.5% of \$140,000 is \$4,900 or \$21.68 annually.

Fiscal Impact	None.
Student and Public Benefit	A competitive compensation plan helps to attract quality applicants and retain excellent employees.
Procedural and Reporting Implications	This proposed compensation plan has been used to prepare the preliminary 2013-2014 budget and once approved will be the basis for all employee compensation for the coming school year.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • 2013-2014 Hiring Schedule for Teachers, Librarians, and Registered Nurses • 2013-2014 Pay Structure for Teachers, Librarians, and Registered Nurses

- 2013-2014 Pay Structure for Administrative/Professionals
- 2013-2014 Pay Structure for Clerical/Paraprofessionals
- 2013-2014 Pay Structure for Manual Trades

Contact Person(s)

Mark Pool, Superintendent of Schools

David Bright, Assistant Superintendent of Finance and Operations

Terese Faas, Human Resources Coordinator

Action Required

Motion, second and majority vote to approve the proposed compensation plan for 2013-2014.

Superintendent's Recommendation

I recommend that you approve the proposed compensation plan for the 2013-2014 school year as a part of the Consent Agenda.

Mark Pool, Superintendent of Schools

2013-2014 Hiring Schedule

Teachers, Librarians and Registered Nurses

For the first year of employment in ECISD, teachers, registered nurses and librarians are compensated according to their years of creditable experience through the Teacher Retirement System.

The following chart shows the annual compensation for each year of experience and the corresponding daily rate for those on a 187 day contract. For those whose contract is more or less than 187 days, annual compensation is computed by multiplying the daily rate by the number of contract days.

An exception to this rule is when the extra days are contracted for supplemental duties under a dual assignment contract, in which case they are compensated through the Supplemental Compensation Plan.

Years Experience	Annual Compensation	Daily Rate	Years Experience	Annual Compensation	Daily Rate
0	\$40,035	\$214.09	13	\$46,862	\$250.60
1	\$41,012	\$219.32	14	\$47,262	\$252.74
2	\$41,487	\$221.86	15	\$47,662	\$254.88
3	\$41,986	\$224.52	16	\$48,132	\$257.39
4	\$42,582	\$227.71	17	\$48,692	\$260.39
5	\$43,082	\$230.39	18	\$49,302	\$263.65
6	\$44,022	\$235.41	19	\$49,942	\$267.07
7	\$44,342	\$237.12	20	\$50,752	\$271.40
8	\$44,742	\$239.26	21	\$51,602	\$275.95
9	\$45,162	\$241.51	22	\$52,432	\$280.39
10	\$45,562	\$243.65	23	\$53,282	\$284.93
11	\$45,962	\$245.79	24	\$54,072	\$289.16
12	\$46,412	\$248.19	25+	\$54,842	\$293.27

Those who have a Masters Degree receive an additional \$1,230 stipend.

NOTE: This hiring schedule is for those new employees who are not currently under contract with El Campo ISD and is applicable to the 2013-2014 school year only.

2013-2014 Pay Structure

Teachers, Registered Nurses, and Librarians

The salary range for teachers, registered nurses and librarians is:

Minimum:	\$40,035 annually	\$214.09 per day
Midpoint:	\$50,338 annually	\$269.18 per day
Maximum:	\$60,640 annually	\$324.28 per day

DRAFT

2013-2014 Pay Structure

Administrative / Professional Positions

Pay Grade 1

Assessment Coordinator, Counselor, Instructional Coaches, Bilingual Facilitators, Diagnosticians, Directors of Maintenance and Transportation, LSSP, Network Supervisors, Orientation and Mobility Specialist, Speech Therapist, Assistant Speech Therapist, Instructional Technology Specialist

Minimum:	\$229.40 per day
Midpoint:	\$286.75 per day
Maximum:	\$344.11 per day

Pay Grade 2

Assistant Principals - Elementary, Middle School, DAEP

Minimum:	\$251.59 per day
Midpoint:	\$306.83 per day
Maximum:	\$362.06 per day

Pay Grade 3

Assistant High School Principals, Director of Information Systems, Special Education Coordinator

Minimum:	\$269.21 per day
Midpoint:	\$328.30 per day
Maximum:	\$387.40 per day

Pay Grade 4

Elementary Principals, Dean of Instruction - High School

Minimum:	\$288.05 per day
Midpoint:	\$351.28 per day
Maximum:	\$414.52 per day

Pay Grade 5

Athletic Director, Special Education Director, Middle School Principal

Minimum:	\$308.21 per day
Midpoint:	\$375.87 per day
Maximum:	\$443.53 per day

Pay Grade 6

High School Principal

Minimum:	\$329.79 per day
Midpoint:	\$402.19 per day
Maximum:	\$474.59 per day

Pay Grade 7

Assistant Superintendents, Executive Director of Federal Programs

Minimum:	\$352.88 per day
Midpoint:	\$430.34 per day
Maximum:	\$507.80 per day

2013-2014 Pay Structure

Clerical / Paraprofessional Positions

Pay Grade 1

Aides – Bus, Clerical, Instructional, Math/Reading Intervention, Phys Ed, Special Ed Resource, Special Ed Inclusion, Content Mastery, Special Ed Academics for Life

Minimum:	\$ 9.16 per hour
Midpoint:	\$11.65 per hour
Maximum:	\$14.14 per hour

Pay Grade 2

Aides – Adaptive PE, Alternative Learning, At -Risk, Behavior, Bilingual, Computer Lab, DAEP, Elementary Art, ESL, Fast Forward Lab, ISS, Library, Personal, Special Ed Life Skills, Special Ed PPCD, Special Ed 18+ - Choir Accompanist - Deaf Ed Facilitators – Vision Aide

Minimum:	\$ 9.91 per hour
Midpoint:	\$12.59 per hour
Maximum:	\$15.26 per hour

Pay Grade 3

Aides–Grand Central Station, Science Lab, Behavior Management, Behavior Interventionist Campus Secretary/Receptionist, Central Office Receptionist, Counselor Secretary, MLRC Secretary, Special Ed Department Secretary, Migrant Clerk

Minimum:	\$10.72 per hour
Midpoint:	\$13.59 per hour
Maximum:	\$16.46 per hour

Pay Grade 4

Accounts Payable Clerk, Parent Liaison, High School Registrar, Campus PEIMS Clerk, Directors' Secretary, Principals' Secretary, Food Service Administrative Asst., Special Ed SSA Secretary

Minimum:	\$12.00 per hour
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Approved by Board of Trustees: June 18, 2013

Midpoint: \$15.22 per hour
Maximum: \$18.44 per hour

Pay Grade 5

Central Office Bookkeeper, Certified Interpreter, Federal Programs Clerk, LVN,
Leave Specialist, Human Resource Coordinator, Payroll Clerk, Asst. PEIMS Coordinator

Minimum: \$13.47 per hour
Midpoint: \$17.05 per hour
Maximum: \$20.62 per hour

Pay Grade 6

Superintendent Secretary

Minimum: \$15.09 per hour
Midpoint: \$19.09 per hour
Maximum: \$23.10 per hour

2013-2014 Pay Structure

Manual Trades

Pay Grade 1

Food Service Worker, Food Service Delivery Driver, Groundskeeper

Minimum:	\$ 7.76 per hour
Midpoint:	\$ 9.85 per hour
Maximum:	\$11.94 per hour

Pay Grade 2

Food Service Asst. Manager, Transportation Service Technician

Minimum:	\$ 8.94 per hour
Midpoint:	\$11.34 per hour
Maximum:	\$13.74 per hour

Pay Grade 3

Food Service Manager, General Maintenance Personnel

Minimum:	\$10.26 per hour
Midpoint:	\$13.03 per hour
Maximum:	\$15.80 per hour

Pay Grade 4

Food Service Warehouse/Cafeteria Manager, Food Service Manager/Administrative Asst., Locksmith, Office Equipment Repair

Minimum:	\$11.82 per hour
Midpoint:	\$14.98 per hour
Maximum:	\$18.15 per hour

Pay Grade 5

Bus Driver, Carpenter, Mechanic

Minimum:	\$13.57 per hour
Midpoint:	\$17.23 per hour
Maximum:	\$20.90 per hour

Pay Grade 6

Computer Network Technician, Help Desk Technician, Licensed Electrician,
HVAC Technician, Master Plumber

Minimum:	\$15.65 per hour
Midpoint:	\$19.81 per hour
Maximum:	\$23.98 per hour

DRAFT

Agenda Item Summary Sheet (4 B.4)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Review of Monthly Financial Reports for Month of May

Summary

Although there is no statutory or policy requirement for the Board to do so, reviewing the Monthly Financial Report is a good practice for the Board to follow in overseeing the management of the District.

The report provides the Board with a current comparison of actual revenue and expenditures to the budget adopted for the General Fund.

The Tax Collections Report provides the Board with the District's current tax collections for the fiscal year.

The Cash Flow Report provides the Board with both a historical and current perspective of the District's monthly cash flow.

ECISD Board Policy

None.

Effective Date

May 31, 2013

Previous Board Action

Approval of 2012-2013 General Operating Budget on August 21, 2012.

Future Action Expected

The Board will review the monthly financial statements at each regular monthly board meeting.

**Background Information and
Significant Issues**

The audited fund balance in the General Fund (Fund 199 only) on August 31, 2012 was \$8,898,859, which is 34.54% of the approved General Fund operating expenditures (as defined in the AEIS Report) of \$25,761,913.

Fund balance designated for replacement of artificial turf at Ricebird Stadium is \$250,000, leaving an undesignated fund balance of \$8,648,859; or 33.57% of the approved General Fund operating expenditures (as defined in the AEIS Report).

The undesignated fund balance currently exceeds the 20% goal by \$3,496,476.

Fiscal Impact

None.

Student and Public Benefit Closely monitoring actual revenue and expenditures as compared to the adopted budget each month helps to ensure the efficient use of public funds.

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues **Financial Report.** In the General Operating Fund, we have received 82.15% of our amended revenue projections; and expended 71.53% of our amended expenditure estimates.
Compared to the same time last year, our revenue decreased by (\$29,146) and our expenditures increased by \$1,143,485.

	2008-2009		2009-2010		2010-2011		2011-2012		2012-2013	
	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp
Sep	20.59%	11.53%	10.41%	10.59%	9.93%	10.95%	10.63%	12.13%	10.87%	15.21%
Oct	36.88%	17.18%	19.64%	17.92%	18.64%	18.81%	19.79%	20.05%	19.84%	22.74%
Nov	39.46%	24.10%	26.01%	25.17%	27.97%	23.69%	29.84%	27.07%	30.94%	28.88%
Dec	52.68%	31.52%	38.96%	32.11%	41.96%	30.73%	41.60%	33.20%	44.98%	35.39%
Jan	73.77%	38.60%	57.38%	39.07%	60.48%	37.99%	64.61%	40.50%	65.81%	42.09%
Feb	79.39%	48.85%	68.68%	50.45%	66.83%	48.02%	69.97%	50.83%	71.78%	51.52%
Mar	81.29%	55.83%	70.62%	58.65%	68.88%	55.20%	72.10%	57.21%	74.26%	57.69%
Apr	82.79%	62.87%	75.39%	65.99%	73.41%	62.72%	77.12%	64.95%	78.68%	65.38%
May	84.31%	69.96%	79.21%	72.77%	77.20%	69.62%	81.11%	71.59%	82.15%	71.53%
Jun	86.04%	77.28%	85.20%	80.00%	82.93%	76.81%	87.17%	78.14%		
Jul	87.23%	85.52%	91.73%	85.63%	89.99%	84.05%	93.70%	85.44%		
Aug	99.94%	98.05%	100.10%	98.92%	100.38%	98.74%	100.06%	98.47%		

NOTE: \$875,000 expenditure to pay off Limited Tax Refunding Bonds, Series 2004, increased expenditure percentage for September 2012.

Tax Collection Report. Our beginning tax levy of \$13,656,685 has been adjusted by -\$24,484 giving us a new adjusted levy of \$13,632,201; and we have currently collected \$13,156,593 which amounts to 96.51% of the adjusted levy. This leaves an uncollected balance of \$475,608.

Delinquent collections YTD are \$197,458 plus \$132,814 in penalty and interest.

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Oct	0.01%	0.00%	0.00%	0.35%	0.31%	0.21%
Nov	5.07%	2.58%	0.44%	8.60%	9.54%	12.48%
Dec	38.76%	32.28%	30.01%	39.54%	34.01%	39.14%
Jan	85.29%	81.82%	73.71%	81.26%	84.41%	83.67%
Feb	93.58%	93.04%	92.80%	93.50%	94.04%	94.27%
Mar	94.44%	94.06%	94.60%	94.95%	95.38%	95.47%
Apr	95.13%	94.97%	95.27%	95.52%	96.12%	96.07%
May	95.78%	95.61%	95.84%	96.26%	96.75%	96.51%
Jun	96.55%	96.69%	96.50%	96.67%	97.14%	
Jul	96.87%		96.83%	97.10%	97.65%	
Aug	97.15%	97.48%	97.17%	97.74%	97.90%	
Sep	97.31%	97.60%	97.37%	97.88%	97.98%	

Cash Flow Report. The following spreadsheet shows the actual cash flow compared to the projected (historical) cash flow for the month.

Fiscal Year	Month			Year-to-Date		
	2011-2012	2012-2013	Difference	2011-2012	2012-2013	Difference
Revenue	\$1,241,823	\$1,064,510	(\$177,313)	\$25,247,331	\$25,218,184	(\$29,147)
Expenditures	\$2,328,688	\$2,405,917	\$77,229	\$20,432,370	\$21,360,299	\$927,929
Balance	(\$1,086,865)	(\$1,341,407)	(\$254,542)	\$4,814,961	\$3,857,885	(\$957,076)

Attachments

- Monthly Financial Report – May 31, 2013
- Tax Collection Recap 2012-2013
- Cash Flow Report 2012-2013

Contact Person(s)

David Bright, Assistant Superintendent of Finance and Operations

Action Required

No Action Required.

Superintendent's Recommendation

This is an information report only.

Mark Pool, Superintendent of Schools

EL CAMPO INDEPENDENT SCHOOL DISTRICT
MONTHLY FINANCIAL REPORT
 June 18, 2013

**Comparison of Revenue and Expenditures
 to the Budget for the General Operating Fund
 9-1-12 to 5-31-13**

ESTIMATED REVENUE:

	<i>Original Budget</i>	<i>Amended Budget</i>	<i>Revenue Realized</i>	<i>Revenue Balance</i>
<i>Local:</i>	\$14,589,703	\$14,589,703	\$14,141,194	(\$448,509)
<i>State:</i>	\$14,751,605	\$14,751,605	\$9,695,630	(\$5,055,975)
<i>Federal:</i>	\$1,356,051	\$1,356,051	\$1,181,510	(\$174,541)
<i>Other Resources:</i>	\$0	\$0	\$199,850	\$199,850
<i>Total:</i>	\$30,697,359	\$30,697,359	\$25,218,185	(\$5,479,174)

ESTIMATE EXPENDITURES:

<i>Original Budget</i>	<i>Amended Budget</i>	<i>Expended</i>	<i>Outstanding Encumbrances</i>	<i>Expenditures Year to Date</i>	<i>Balance for Year</i>
\$30,697,359	\$31,638,707	\$21,360,333	\$1,270,078	\$22,630,411	\$9,008,296

COMPARISONS TO MAY 31 OF PRIOR YEAR:

	<i>2011-2012</i>	<i>2012-2013</i>	<i>Increase/ Decrease</i>
<i>Revenues:</i>	\$25,247,331	\$25,218,185	(\$29,146)
<i>Expenditures:</i>	\$21,486,926	\$22,630,411	\$1,143,485
<i>Cash Position:</i>	\$11,873,335	\$13,925,421	\$2,052,086

PRIOR MONTH CASH POSITION as of 4/30/13: \$14,986,568

GENERAL FUND - FUND BALANCE	GENERAL OPERATING	FUND BALANCE	% of OPERATING
GENERAL FUND - FUND BALANCE as of 8-31-08:	\$25,318,724	\$4,676,422	18.47%
GENERAL FUND - FUND BALANCE as of 8-31-09:	\$28,005,136	\$5,951,953	21.25%
GENERAL FUND - FUND BALANCE as of 8-31-10:	\$28,851,273	\$5,832,903	20.22%
GENERAL FUND - FUND BALANCE as of 8-31-11:	\$28,096,459	\$6,760,897	24.06%
GENERAL FUND - FUND BALANCE as of 8-31-12:	\$25,761,913	\$8,898,859	34.54%

BUDGET AMENDMENTS:

Appropriate funds to pay-off the Maintenance Tax Note-from General Fund Balance	\$879,869
Funds to reimburse the H.S. Co-Curricular account due to alleged employee theft	\$45,723
Funds to reimburse the H.S. Scholarship account due to alleged employee theft	\$15,756

NOTE: Cash Position includes Local, State, and Federal Funds. Does not include Capital Projects.

**EL CAMPO INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION RECAP
2012 - 2013**

Reporting Period	Beginning Levy	Adjustments	Adjusted Levy	Current Tax Year Collections	% Collected	% Collected Prior Year	Delinquent Collections	Penalty & Interest	Total Collections	Current Tax Year Uncollected
Monthly Recap										
Oct-12	\$13,656,685	\$220	\$13,656,905	28,747	0.21%	0.31%	\$43,506	\$17,259	\$89,512	
Nov-12	\$13,656,685	-\$1,683	\$13,655,002	1,675,003	12.27%	9.23%	\$27,325	\$13,919	\$1,716,247	
Dec-12	\$13,656,685	-\$20,365	\$13,636,320	3,634,126	26.65%	24.46%	\$29,279	\$12,966	\$3,676,370	
Jan-13	\$13,656,685	-\$23,602	\$13,633,083	6,068,369	44.51%	50.40%	\$21,456	\$14,313	\$6,104,137	
Feb-13	\$13,656,685	-\$23,602	\$13,633,083	1,445,056	10.60%	9.63%	\$27,127	\$26,207	\$1,498,391	
March-13	\$13,656,685	-\$25,771	\$13,630,914	161,828	1.19%	1.32%	\$29,085	\$25,666	\$216,580	
April-13	\$13,656,685	-\$26,104	\$13,630,581	82,083	0.60%	0.74%	\$10,381	\$12,693	\$105,157	
May-13	\$13,656,685	-\$24,484	\$13,632,201	61,382	0.45%	0.63%	\$9,300	\$9,790	\$80,471	
Year To Date				13,156,593	96.51%	96.75%	197,458	132,814	\$13,486,866	\$475,608

EL CAMPO INDEPENDENT SCHOOL DISTRICT
Cash Flow
2012-2013

199	GENERAL FUND	Actual Sep-12	Actual Oct-12	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-12	Actual May-13	Actual Jun-12	Actual Jul-12	Actual Aug-12	2011-12 Totals
REVENUE:															
5700	Local Revenue:														
5711	Taxes Current Year	8,760	34,802	1,465,869	3,160,795	5,276,434	1,277,883	140,709	71,371	73,272	53,372	43,439	58,481	28,737	11,338,880
5712	Taxes Prior Years	10,408	37,972	24,023	25,555	18,810	23,749	25,424	9,044	20,647	8,184	16,304	9,114	17,622	266,621
5719	Pen, Int, & Other	8,087	15,298	12,716	11,915	13,365	23,222	22,573	11,161	17,779	8,583	15,049	12,748	17,883	212,668
5720	Service to Other LEAs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5730	Tuition and Fees	0	0	0	0	0	0	0	0	5,035	0	2,646	0	-235	7,446
5740	Other Local Sources	6,509	27,565	7,577	7,381	8,824	10,590	10,305	10,391	19,254	7,441	6,552	10,974	133,381	288,686
5750	Co/Curr Activities	13,964	20,917	18,778	14,514	3,379	-1,020	39,106	560	199	-992	0	14,361	11,568	99,820
	Total Local Rev:	47,728	136,554	1,528,962	3,220,159	5,320,811	1,334,424	238,118	102,527	136,187	76,588	83,990	105,679	208,956	12,214,122
5800	State Revenue:														
5811	Available School Fund	104,551	37,009	58,256	295,568	46,518	46,518	240,487	98,872	110,266	108,717	161,831	0	14,035	822,093
5812	Foundation Entitlement	3,047,666	2,174,905	1,142,910	-30,448	0	0	0	894,497	695,373	579,551	1,393,696	1,809,666	1,797,692	13,637,035
5812	Founda Ent-Prior Yr	0	0	2,065	0	0	0	0	0	0	0	0	0	0	0
5819	LEP Student Success Init	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5820	Misc State Program Rev	0	0	0	0	0	0	0	0	0	0	0	0	5,925	5,925
5831	TRS On-Behalf	87,122	87,327	0	175,227	87,398	87,516	86,836	86,450	89,014	86,839	90,645	88,689	183,186	1,165,361
	Total State Rev:	3,239,339	2,299,241	1,203,231	440,347	133,916	134,034	327,323	1,079,819	894,653	775,107	1,646,172	1,898,355	2,000,838	15,630,414
5900	Federal Revenue:														
5930	Federal	0	124,398	4,303	0	4,096	0	0	4,690	0	0	6,677	0	4,762	84,339
	Total Federal Rev:	0	124,398	4,303	0	4,096	0	0	4,690	0	0	6,677	0	4,762	84,339
7900	Other Res/Non-Oper														
	Other Res/Non-Oper	0	0	199,850	0	0	0	0	0	0	0	0	0	0	0
	Total Other Res:	0	0	199,850	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue:	3,287,067	2,560,193	2,936,347	3,660,507	5,458,824	1,468,459	565,440	1,187,036	1,030,840	851,695	1,736,839	2,004,034	2,214,556	27,928,875
EXPENDITURES:															
6000	Expenditures:														
6100	Payroll Costs	1,065,364	1,600,937	1,528,502	1,706,826	1,595,645	1,601,359	1,614,841	1,593,517	1,606,917	1,618,071	1,604,420	1,596,506	2,161,215	19,062,518
6200	Contracted Services	190,538	197,996	288,101	222,780	307,728	413,028	243,810	96,106	292,533	355,574	252,788	256,848	429,996	3,323,675
6300	Supplies & Materials	71,269	104,894	165,974	84,402	162,568	161,160	97,531	130,262	187,884	195,472	108,488	111,025	181,499	1,537,539
6400	Other Operating	42,229	190,782	36,875	46,153	168,530	43,566	26,680	187,960	98,364	83,544	81,135	405,156	29,645	1,334,099
6500	Debt Services	879,868	0	500	0	0	95,550	0	0	500	0	0	0	41,331	324,338
6600	Capital Outlay	0	23,207	0	0	0	13,499	-99	8,690	0	0	14,828	50,767	60,446	179,745
8900	Other Uses/Non Operating	0	61,479	0	0	0	0	0	0	0	0	0	0	0	29,000
	Total Expenditures:	2,249,269	2,179,295	2,019,952	2,060,162	2,234,471	2,328,163	1,982,763	2,016,536	2,186,198	2,252,660	2,061,658	2,420,302	2,904,132	25,790,913
	ENDING BALANCE	1,037,798	380,898	916,394	1,600,344	3,224,353	-859,705	-1,417,322	-829,500	-1,155,358	-1,400,966	-324,819	-416,268	-689,576	2,137,962
	GF FB as of 8/31/12	8,898,859													
		9,936,657	10,317,555	11,233,949	12,834,294	16,058,646	15,198,942	13,781,619	12,952,119	10,339,934	11,551,154	11,226,335	10,810,067	10,120,491	

240	FOOD SERVICE	Actual Sep-12	Actual Oct-12	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-12	Actual May-13	Actual Jun-12	Actual Jul-12	Actual Aug-12	2011-12 Totals
REVENUE:															
5700	Local Revenue:														
	Earnings from Temp Dep			731	0	0	831	0	0	773	1,023	0	0	754	2,699
	Foundation Revenue														
	Lunch	23,117	29,957	23,645	17,303	25,625	27,014	17,723	29,526	18,642	26,465	20	0	17,313	198,973
	Breakfast	7,590	8,493	8,679	4,917	8,065	8,241	5,169	7,951	7,286	6,644	34	0	4,863	71,633
	A La Carte	9,523	9,720	8,607	5,862	7,576	9,000	5,766	10,215	7,792	8,603	28	0	2,848	76,512
	Adult Lunches	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Catering/Vending	0	52	210	3,417	871	280	1,146	535	1,286	1,140	378	0	1,045	4,638
	Summer Food Service	0	0	0	0	0	0	0	0	0	0	214	163	0	377
	Total Local Ren:	40,230	48,222	41,872	31,499	42,137	45,366	29,804	48,227	35,779	43,874	674	163	26,823	354,831
5800	State Revenue														
5829	Misc St Program Rev.	0	0	0	0	0	0	0	9,504	9,800	0	0	0	0	9,800
5831	TRS On-Behalf Benefit	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total State Rev:	0	0	0	0	0	0	0	9,504	9,800	0	0	0	0	9,800
5900	Federal Revenue														
5921	School Breakfast	0	31,461	36,866	32,962	24,113	28,093	31,840	22,110	52,054	37,175	34,376	1,382	6,954	293,015
5922	National School Lunch	0	94,732	107,003	97,017	68,117	87,884	98,069	68,386	89,162	113,436	97,656	3,135	26,880	847,126
5923	USDA Donated Com	7,195	7,195	7,195	7,195	7,195	7,195	7,198	7,195	6,878	7,195	6,878	6,878	10,282	85,943
5929	Fed Rev TEA-Sum Feed	0	0	0	0	0	0	0	0	0	0	0	5,049	0	5,049
	Total Federal Rev:	7,195	133,388	151,064	137,174	99,425	123,172	137,107	97,691	148,095	157,806	138,910	16,444	44,116	1,231,133
7900	Other Res/Non-Oper:														
7940	Other Res/Non-Oper	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Other Res:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue:	47,425	181,611	192,935	168,673	141,562	168,538	166,912	155,421	193,673	201,680	139,585	16,606	70,939	1,595,764
EXPENDITURES:															
6000	Expenditures:														
6100	Payroll & Benefits	29,839	44,913	44,834	45,333	42,157	42,736	43,751	42,658	47,755	45,269	40,892	42,697	57,295	535,223
6200	Contracted Services	0	133,987	94,931	104,452	98,720	49,351	81,196	113,384	87,685	100,199	89,287	20,183	24,454	893,802
6300	Supplies & Materials	7,334	7,578	7,195	7,374	7,307	7,320	7,359	7,520	6,936	7,678	7,012	7,243	18,808	97,418
6400	Other Operating	0	144	46	122	27	111	21	86	114	111	140	0	76	911
6600	Capital Outlay	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Expenditures:	37,173	186,622	147,006	157,282	148,211	99,518	132,327	163,648	142,490	153,257	137,332	70,123	100,633	1,527,354
	ENDING BALANCE	10,253	5,242	51,171	62,562	55,914	124,933	159,518	151,291	149,369	199,714	201,967	148,450	118,755	68,410

511	DEBT SERVICE	Actual Sep-12	Actual Oct-12	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-12	Actual May-13	Actual Jun-12	Actual Jul-12	Actual Aug-12	2011-12 Totals
REVENUE:															
5700	Local Revenue:														
5711	Taxes Current Year	1,374	3,752	218,591	474,260	791,935	188,583	21,119	10,712	11,492	8,010	6,813	9,172	4,507	1,778,240
5712	Taxes Prior Years	1,332	5,533	3,302	3,724	2,647	3,378	3,661	1,337	2,766	1,115	2,008	1,220	1,994	34,079
5719	Pen, Int, & Other	974	1,961	1,204	1,051	947	2,986	3,093	1,533	2,289	1,207	1,798	1,775	1,872	22,018
5742	Earnings Fm Temp Dep	154	162	189	370	713	831	778	770	763	803	747	780	421	6,019
	Total Local Rev:	3,834	11,409	223,286	479,405	796,242	195,777	28,651	14,351	17,310	11,136	11,366	12,947	8,794	1,840,356
5800	State Revenue:														
5829	St Rev Dist By TEA	0	0	53,770	0	0	0	0	0	0	0	0	0	0	98,000
	Total State Rev:	0	0	53,770	0	0	0	0	0	0	0	0	0	0	98,000
7900	Other Res/Non-Oper:														
7940	Other Res/Non-Oper Rev	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Other Res:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue:	3,834	11,409	277,056	479,405	796,242	195,777	28,651	14,351	17,310	11,136	11,366	12,947	8,794	1,938,356
EXPENDITURES:															
6000	Expenditures:														
6500	Debt Service														
6511	Bond Principal	0	0	0	0	0	335,000	0	0	0	0	0	0	500,000	815,000
6521	Interest on Bonds	0	0	0	0	0	476,084	0	0	0	0	0	0	486,084	978,469
6599	Other Debt Fees	0	0	500	0	0	0	400	0	0	0	0	0	0	900
	Total Expenditures:	0	0	500	0	0	811,084	400	0	0	0	0	0	986,084	1,794,369
	ENDING BALANCE	3,834	15,243	291,799	771,204	1,567,446	952,139	980,390	994,741	1,096,965	1,005,877	1,017,242	1,030,189	52,899	143,987
Total Approved Budget															
199, 240, 511															
	TOTAL REVENUE	3,338,326	2,753,212	3,406,338	4,308,585	6,396,628	1,832,773	761,003	1,356,809	1,241,823	1,064,510	1,887,789	2,033,587	2,294,288	31,462,995
	TOTAL EXP	2,286,441	2,365,917	2,167,458	2,217,444	2,382,682	3,238,766	2,115,490	2,180,184	2,328,688	2,405,917	2,198,989	2,490,425	3,990,850	29,112,635
	ENDING BALANCE	1,051,885	1,439,180	2,678,060	4,769,201	8,783,147	7,377,154	6,022,668	5,199,292	4,825,371	3,857,885	3,546,685	3,089,847	1,393,285	

Agenda Item Summary Sheet (4 B.6)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Review of Checks Written – May 2013

Summary

Although there is no statutory or policy requirement for the Board to review the bills paid during the previous month, a monthly review providing the Board an opportunity to ask questions regarding specific expenditures is a good practice for the Board to follow in overseeing the management of the District.

It is very helpful to the administration and helps in conducting an effective board meeting if questions are identified and asked prior to the meeting.

These bills have already been paid, and were previously authorized by the Board when you adopted the 2012-2013 General Operating Budget.

ECISD Board Policy

None.

Effective Date

May 31, 2013

Previous Board Action

Approval of 2012-2013 General Operating Budget on August 21, 2012 authorizing the expenditure of funds.

Future Action Expected

The Board will review the checks written for the previous month prior to each regular monthly board meeting.

**Background Information and
Significant Issues**

None.

Fiscal Impact

Historical comparison of monthly check totals:

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
September	\$808,126.97	\$655,949.80	\$629,351.65	\$591,106.98	\$629,530.76
October	\$778,762.11	\$970,451.63	\$640,667.05	\$655,040.01	\$710,446.37
November	\$1,140,664.10	\$750,661.87	\$865,783.43	\$718,579.69	\$716,741.33
December	\$1,030,485.01	\$853,561.12	\$720,971.25	\$355,804.15	\$620,159.58
January	\$995,619.31	\$880,591.27	\$747,638.61	\$701,991.20	\$771,487.77
February	\$1,128,501.50	\$874,019.06	\$594,414.61	\$526,943.91	\$878,983.83
March	\$1,107,119.75	\$694,107.70	\$704,337.28	\$656,212.94	\$635,776.11
April	\$779,634.45	\$846,903.79	\$656,212.94	\$554,991.73	\$561,416.91
May	\$1,105,700.63	\$758,644.83	\$620,111.02	\$891,849.50	\$894,796.41
Total	\$8,874,613.83	\$7,284,891.07	\$6,179,487.84	\$5,652,520.11	\$6,419,339.07
June	\$816,384.98	\$718,912.56	\$736,989.79	\$751,699.54	
July	\$813,160.04	\$718,935.08	\$658,378.35	\$762,236.64	
August	\$873,588.10	\$1,463,086.35	\$1,172,766.92	\$798,167.33	

Student and Public Benefit Close monitoring of monthly bills paid and monthly cash flow helps to ensure the efficient use of public funds.

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues None.

Attachments List of checks written during the month of May are available in electronic format and were emailed to each member of the Board.

Contact Person(s) David Bright, Assistant Superintendent of Finance and Operations

Action Required No action required. This is an information report only.

Superintendent's Recommendation Information only.
Mark Pool, Superintendent of Schools

Action Required

**Consent Agenda:
Business and Support
Services**

Workers' Compensation Insurance Renewal

Summary

According to policy CRE (LEGAL), INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION, the District shall extend workers' compensation benefits to its employees by choosing one of the following options:

- Becoming a self-insurer.
- Providing insurance under worker's compensation insurance contracts or policies.
- Entering into interlocal agreements with other political subdivisions providing for self-insurance.

ECISD has chosen to provide workers' compensation benefits to our employees through participation in the Texas Educational Insurance Association that is administered by Claims Administrative Services, Inc.

CAS is currently the largest provider of Workers' Compensation for Texas schools and has a proven record over the past twenty-two years of providing cost savings to its member districts by reducing both the frequency and severity of claims. This has been accomplished by combining proactive loss control with aggressive claims management and cost containment.

In 2004 we bid our Workers' Compensation Insurance and received two proposals:

- Claims Administrative Services – 3 Year Option with a first year rate of \$140,645
- North American Solutions – 1 Year Term for \$218,120

The Board approved the 3 Year Option from Claims Administrative Services. The plan was renewed in 2005, and again in 2006.

We extended the plan for an additional three years in 2007, 2009, and 2011.

We are currently in the second year of our three year contract. At this time we have the option to begin a new Three Year Plan at the current Fixed Cost Rate of \$146,900, or continue with our current year plan at the same rate.

At this time David Bright is recommending that we renew and continue with our current plan rather than begin a new Three Year Plan.

ECISD Board Policy	CRE (LEGAL), INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION
Effective Date	September 1, 2013.
Previous Board Action	<p>The Board has previously approved Claims Administrative Services as our provider for Workers' Compensation Insurance. The initial three-year contract was approved July 19, 2004 for the 2004-2005 fiscal year; and renewed in 2005-2006 and 2006-2007.</p> <p>In April of 2007 we extended our plan for an additional three years: 2007-2008, 2008-2009, and 2009-2010.</p> <p>In August of 2009 we extended our plan for an additional three years: 2009-2010, 2010-2011, and 2011-2012.</p> <p>In June of 2011 we extended our plan for an additional three years: 2012-13; 2013-2014; and 2014-2015.</p>
Future Action Expected	The Board has the opportunity to renew or extend this plan annually.
Background Information and Significant Issues	None.
Fiscal Impact	The Guaranteed Cost for the program is based on actual payroll. In this proposal the estimated Guaranteed Cost is \$146,900 based on an estimated payroll for the 2012-2013 fiscal year of \$19,307,212. The final annual cost may be more or less depending upon a recalculation based upon the actual payroll figures for the fiscal year ended August 31, 2013.
Student and Public Benefit	Legal Requirement.
Procedural and Reporting Implications	<p>According to LEGAL policy, the District shall notify the Texas Workers' Compensation Commission (TWCC) of the method by which the District employees shall receive benefits, the approximate number of employees covered, and the estimated amount of payroll.</p> <p>Notice of the provision for workers' compensation benefits and the effective date of the coverage shall be given the Districts employees.</p>
Public Comments	None.

Alternatives	<p>The three-year contract can be terminated with 60 days advance notice.</p> <p>Termination of the contract would result in reimbursement to the Texas Educational Insurance Association for discounts received plus an additional ten percent withdrawal charge for early cancellation. The withdrawal charge will be calculated by multiplying the Guaranteed Cost for all years of the member's current contract by ten percent.</p>
Other Comments and Related Issues	None.
Attachments	Workers' Compensation Renewal Information
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations
Action Required	Motion, second and majority vote to renew our current agreement with the Texas Educational Insurance Association to provide Workers' Compensation coverage.
Superintendent's Recommendation	<p>I recommend that the Board approve the renewal of our current agreement with the Texas Educational Insurance Association to provide Workers' Compensation coverage as a part of the consent agenda.</p> <p>Mark Pool, Superintendent of Schools</p>

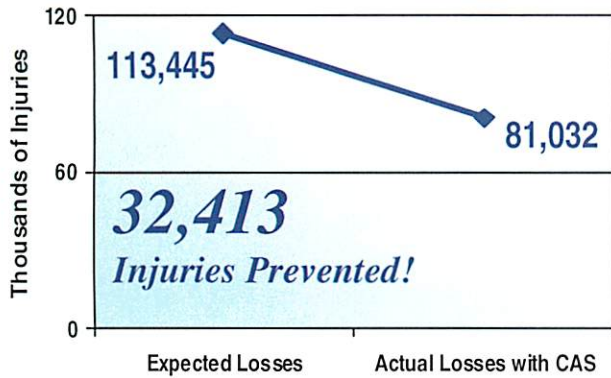


22 Years of Success

Total Workers' Compensation Savings to Members
\$445,669,177

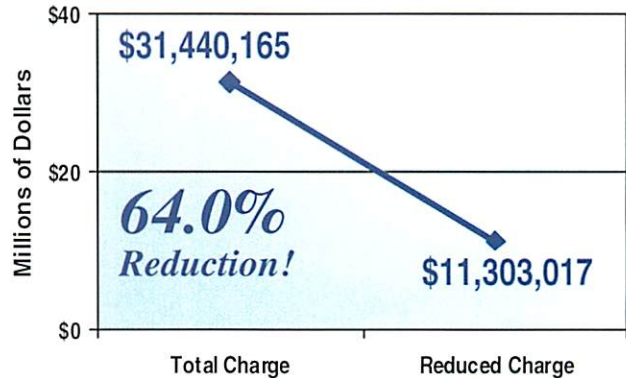
Since 1991, CAS has established a proven track record of reducing both the frequency and severity of claims. While other companies may take a reactive stance to managing claims, we combine proactive loss control with aggressive claims management and cost containment. This unique, integrated approach has helped our clients realize significant savings, and it has made CAS a leader in claims and safety services for public entities throughout the South Central U.S.

Number of Employee Injuries Prevented

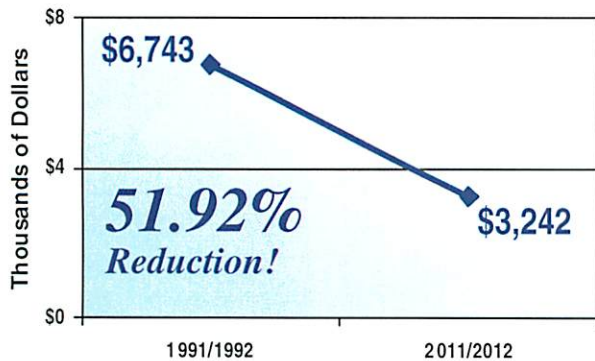


Net Medical Bill Reduction

(Reduction in charges for 2012)

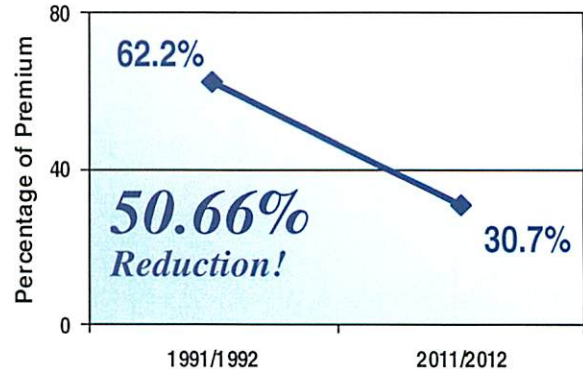


Average Cost Per Claim



Average Loss Ratio

(Losses as a percent of Std. Premium)





Claims Administrative Services, Inc.

Our reputation for excellence is no accident.TM

TEXAS EDUCATIONAL INSURANCE ASSOCIATION

WORKERS' COMPENSATION

Plan Year 2013-2014 Renewal Addendum – Part 1 of 2

Plan Sponsor: El Campo ISD
2nd Year of a 3 Year Contract

Guarantee COST \$146,900

The Guarantee Cost computation is subject to change based on the final September 1 participants, by a factor of approximately +/- 5%.

Renewal Based on Estimated Payroll of \$19,307,212

Guaranteed Cost Includes: Claims Administration, Record Keeping, Safety and Loss Control, Excess Insurance, plus...

Initial contact with claimant	Setting IME appointments	Communicating with Doctor
Initial contact with insured	Administering benefits timely	Visits by Adjuster
Initial contact with doctor	Annual Reports	Recorded statements
Faxes	Check stock & issuing checks	Filing state forms
Regular Meetings with Client	Subrogation Management	Answering WC legal questions
Photographs	Reports	Supervisor review of claims
Telephone	Litigation Management	Travel expenses
Monitoring medical treatment	Communicating with employee	Reviewing claims with clients
Airfare, except extraordinary	Mileage, except extraordinary	Excess Carrier Reporting
Loss Runs	Express mail, except extraordinary	EDI requirements for Ins Carrier
Filing of 1099's	Obtain Records, except extraordinary	

.....CAS Service Guarantee, and much more.....

Guaranteed Cost also Includes: Incurred Claims, Claims Expense Allowance, Allocated Claims Expenses, and Cost Containment

Allocated Expenses:	Cost associated with bank account or its maintenance
Attorney fees	Extraordinary travel expenses incurred by CAS
Medical opinions	Cost associated with Occupational Rehabilitation
Independent Medical Examination	Pre-authorization or Utilization
Peer Review	Cost for obtaining and copying of public or medical records
Court costs	Cost for photography, preparation of maps, diagrams or physical analysis
Medical Case Management	Cost of employing experts' testimony
Cost of surveillance	Cost for property damage appraisal fees
Interest paid as result of Litigation	Witness travel expense
Witness fees	

Cost Containment:

CAS does provide cost containment services for our clients. Cost containment services are allocated to the claim and billed at the following rates. Field Case Management, \$88 per hour + mileage; Telephonic Case Management, \$88 per hour; Rehabilitation/Vocational Case Management, \$88 per hour + mileage; Pre-Authorization, \$150 flat rate per request; Bill Negotiation, 25% of savings above fee schedule; Pharmacy Network, 9% of savings; Medical Necessity Review, based on type with average fee range of \$250 to \$650; Subrogation, no charge if done in-house or at cost if a complicated case that would be better represented by an attorney; Investigation Services, \$35 for initial database research/\$84 per hour for surveillance.

CAS has a proven record in reducing claims cost. CAS adjusters aggressively work with the injured employee and doctors to get the employee back to work and close their file. CAS works closely with their clients to establish a long-term partnership.



Claims Administrative Services, Inc.

Our reputation for excellence is no accident.TM

Texas Educational Insurance Association

WORKERS' COMPENSATION

Plan Year 2013-2014 Renewal Addendum – Part 2 of 2

Plan Sponsor: El Campo ISD

2nd Year of a 3 Year Contract

Renewal Based on Estimated Payroll of \$19,307,212

Option 1: Select New 3-Year Plan--Locks in Guarantee Cost Rate Three Additional Years

<input type="checkbox"/> Begin New 3 Year Plan/Year 1*	
<input type="checkbox"/> Guaranteed Cost Payment in Full <i>Due on 9/1</i> <i>Allows 1% Discount if Paid by 11/1/2013</i>	<input type="checkbox"/> Guaranteed Cost Quarterly Payments of 40%, 20%, 20%, 20% <i>Due on 9/1, 12/1, 3/1, and 6/1</i>
\$145,431	\$146,900

*The Plan Sponsor agrees to extend the term of this agreement for an additional three (3) years which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees on the Guaranteed Cost Rate and does not guarantee the total amount.

Option 2: Current Plan—Guarantee Cost Rate and 5% Discount Subject to Change at End of Contract Term.

<input checked="" type="checkbox"/> Continue Current 3 Year Plan/Year 2**	
<input type="checkbox"/> Guaranteed Cost Payment in Full <i>Due on 9/1: Allows 1% Discount if Paid by 11/1/2013</i>	<input checked="" type="checkbox"/> Guaranteed Cost Quarterly Payments of 40%, 20%, 20%, 20% <i>Due on 9/1, 12/1, 3/1, and 6/1</i>
\$145,431	\$146,900

**The Plan Sponsor agrees, this agreement continues for two (2) more years which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees on the Guaranteed Cost Rate and does not guarantee the total amount.

<input type="checkbox"/> DRAFT OUR W/C FUND BANK ACCOUNT ON DUE DATE – Plan Sponsor authorizes payment by draft on the due date for any and all billings. Plan Supervisor will provide copy of Draft Invoice prior to due date.
SHOULD THE DISTRICT NOT CHOOSE THE DRAFT PAYMENT METHOD, INITIAL INVOICE WILL BE ISSUED PRIOR TO 8/1/13, PAYABLE ON 9/1/13. QUARTERLY INVOICES WILL BE MAILED TO PLAN SPONSOR PRIOR TO AND PAYABLE ON DUE DATES LISTED ABOVE.

The person executing this agreement on behalf of El Campo ISD represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken.

06 / 03 /2013
Date

David Bright
Signature (Designated Employee)

1 Assit. Supt. for Finance
Title

Please Select a Plan Option and return signed Renewal Addendum to CAS by 6/30/2013.

CAS-Claims Administrative Services, Inc.

501 Shelley Drive

P. O. Box 7500 Tyler, TX 75711

Phone: 903.509.8484
Toll Free: 800.765.2412

Fax: 903.509.1888
www.cas-services.com

Agenda Item Summary Sheet (4 B.3)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Action Required

Consent Agenda	Approval of Interlocal Agreement to Participate in the TASB Energy Cooperative for Purchase of Fuel
Summary	<p>According to <i>Government Code § 791.001, 791.011</i> to increase efficiency and effectiveness, the District may contract or agree with other local governments and with state agencies to perform some of its purchasing functions.</p> <p>District policy CH (LEGAL), PURCHASING AND ACQUISITION, states that the District may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and services reasonably required for the installation, operation, or maintenance of goods.</p> <p>A district that purchases goods and services by agreement with another local government or with the state or state agency satisfies the requirement to seek competitive bids for the purchase of goods and services.</p> <p>We would like to participate by interlocal agreement in the Texas Association of School Boards Energy Cooperative for the purchase of fuel.</p>
ECISD Board Policy	CH (LEGAL), PURCHASING AND ACQUISITION
Effective Date	June 18, 2013
Previous Board Action	None.
Future Action Expected	Annual renewal of Interlocal Agreement.
Background Information and Significant Issues	None.
Fiscal Impact	None.
Student and Public Benefit	Less time and money spent on administrative tasks associated with other procurement methods. Improves efficiency and effectiveness of purchasing operations.

Procedural and Reporting Implications	Execution of Interlocal Agreement between the El Campo ISD and the TASB Energy Cooperative.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None
Attachments	<ul style="list-style-type: none"> • Copy of Interlocal Participation Agreement
Contact Person(s)	<p>David Bright, Assistance Superintendent of Finance and Operations</p> <p>Brett Schoppe, Director of Transportation</p>
Action Required	Motion, second, and a majority vote to approve an Interlocal Agreement between El Campo ISD and the TASB Energy Cooperative.
Superintendent's Recommendation	<p>I recommend you approve the Interlocal Agreement between El Campo ISD and the TASB Energy Cooperative as a part of the consent agenda.</p> <p>Mark Pool, Superintendent of Schools</p>

TASB ENERGY COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

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

I. RECITALS

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

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

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

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

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

II. TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:

- (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.
- (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. **Termination.**

- (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.
- (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.
- (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation

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

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

III. GENERAL PROVISIONS

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

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

6. Fiscal Responsibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TASB ENERGY COOPERATIVE

By: _____
James B. Crow, Secretary

Date: _____

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

(Name of Local Government)

By: _____
Signature of authorized representative

Date: _____

Printed name and title of authorized representative

**General Contact for the Energy
Cooperative Member :**

Name

Mailing Address

City

Texas, _____

(zip)

Telephone

Fax

Email

Agenda Item Summary Sheet (4 B.5)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Quarterly Investment Report

Summary

According to the *Texas Government Code § 2256.023(a)*, *Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.*

This information is taken from the Public Funds Investment Act.

ECISD Board Policy

CDA (LEGAL), OTHER REVENUES: INVESTMENTS,
QUARTERLY REPORTS

Effective Date

May 31, 2013

Previous Board Action

Board reviews *Quarterly Investment Reports* in September, December, March, and June.

Future Action Expected

Next review, September 2013

**Background Information and
Significant Issues**

None.

Fiscal Impact

None.

Student and Public Benefit

Closely monitoring district investments ensures the efficient use of public funds.

**Procedural and Reporting
Implications**

None.

Public Comments

None.

Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none">• <i>ECISD Quarterly Financial Report for Quarter Ending May 31, 2013</i>
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations
Action Required	No Action Required. This is an information report only.
Superintendent's Recommendation	Information only. Mark Pool, Superintendent of Schools



ECISD QUARTERLY INVESTMENT REPORT

For Quarter Ending
May 31, 2013

Submitted June 18, 2013
ECISD Board Meeting

Prepared by David Bright,
Assistant Superintendent for Finance

**El Campo Independent School District
Quarterly Report of Investment Activity
Quarter Ending May 31, 2013**

Introduction

House Bill 2459, which was passed during the 1995 legislative session, amended a section of the Education Code dealing with investments. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare a report of investment activity and position on a quarterly basis. The report that follows covers the period March 1, 2013 to May 31, 2013.

Investment Strategy for all Funds

The goal of the investment program is to maximize financial returns within current market conditions in accordance with Board Policy CDA (LEGAL) and CDA (LOCAL). All legal, authorized investments shall have sufficient liquidity to meet anticipated cash flow requirements, projected on a weekly, monthly, and annual basis. Investments should not exceed one (1) year in final, stated maturity. Only investments authorized by Board Policy CDA (LEGAL) and CDA (LOCAL) will be purchased. Investments should be purchased with the intent of holding until maturity.

Investment Activity for the Quarter Ending May 31, 2013

Interest from checking accounts at Prosperity Bank totaled:	\$ 28,834.67
Interest earned at TexPOOL for the quarter totaled:	9.02
Interest earned at TexSTAR for the quarter totaled:	<u>.97</u>
Total interest earned for the Quarter Ending May 31, 2013, was:	\$28,844.66

Diversification of Funds

As a part of the investment policy adopted by the Board, a written investment strategy is required which must describe the investment objective for each fund. One of the priorities listed in Board policy concerns diversification of the investment portfolio. As of May 31, 2013, the District's portfolio held \$13,882,745.08 or 99.70% of available funds with Prosperity Bank, \$38,078.28 or .27% with TexPOOL, and \$4,597.64 or .03% with TexSTAR. The portfolio balance as of May 31, 2013, was \$13,925,421.00.

Collateral

In order to protect the District from risk of loss related to uninsured cash balances, the District's depository bank pledges collateral to the District in the form of government securities. On May 31, 2013, securities pledged by the Prosperity State Bank to El Campo ISD had an estimated market value of \$24,128,787.45. With FDIC insurance the District has adequate collateral.

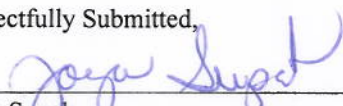
Investment Position at May 31, 2013

The attached report details the ending cash and investment balances for each of the past three months. Interest earned is posted to the General Ledger on a monthly basis.


Investment Officers' Certification

I hereby certify that the following information to the best of my knowledge is a true and accurate description of the investment portfolio of the El Campo Independent School District for the period ending May 31, 2013. All investments are in compliance with the Public Funds Investment Act (HB2459) and local investment policies.

Respectfully Submitted,



Joyce Supak
Investment Officer
El Campo Independent School District



David Bright
Assistant Superintendent for Finance
El Campo Independent School District

**EL CAMPO INDEPENDENT SCHOOL DISTRICT
 QUARTERLY CASH & INVESTMENT REPORT
 March 1, 2013 to May 31, 2013**

Prosperity Bank

Bank Account Balances - Month End	Mar 13	Apr 13	May 13
Money Market Account	\$12,405,745.16	\$11,647,694.38	\$10,865,179.66
General Fund	\$1,640,698.84	\$1,671,467.87	\$1,364,484.10
General Fund - Investment Account	\$5,126.10	\$5,129.30	\$5,132.61
Payroll	\$28,965.63	\$380,788.70	\$398,803.15
Interest & Sinking	\$1,216,808.18	\$1,238,814.44	\$1,249,145.56
Total	\$15,297,343.91	\$14,943,894.69	\$13,882,745.08

Prosperity Bank

Interest Earned	Mar 13	Apr 13	May 13
Money Market Account	\$8,714.40	\$7,292.31	\$7,001.07
General Fund	\$821.69	\$1,166.11	\$958.59
General Fund - Investment Account	\$3.31	\$3.20	\$3.31
Payroll	\$130.36	\$156.52	\$233.65
Interest & Sinking	\$777.57	\$769.68	\$802.90
Total	\$10,447.33	\$9,387.82	\$8,999.52

Investment Pools

Investment Balances - Month End	Mar 13	Apr 13	May 13
TexPool General Fund Investment Account	\$3,045.38	\$3,045.68	\$3,045.88
TexPool Family Crisis Fund	\$35,026.97	\$35,029.90	\$35,032.40
TexSTAR Debt Service	\$1,101.86	\$1,101.90	\$1,101.94
TexSTAR General	\$3,494.19	\$3,495.48	\$3,495.70
Total	\$42,668.40	\$42,672.96	\$42,675.92

Investment Pools

Investment Interest Earned	Mar 13	Apr 13	May 13
TexPool General Fund Investment Account	\$0.31	\$0.30	\$0.20
TexPool Family Crisis Fund	\$3.14	\$2.93	\$2.14
TexSTAR Debt Service	\$0.05	\$0.04	\$0.04
TexSTAR General	\$0.33	\$0.29	\$0.22
Total	\$3.83	\$3.56	\$2.60

Comparison of Interest Rates

Average Monthly Rate:	Prosperity All Accounts	TexPool	TexStar
Sep-12	0.76%	0.1572	0.1574
Oct-12	0.76%	0.1657	0.1746
Nov-12	0.76%	0.1564	0.1720
Dec-12	0.76%	0.1506	0.1647
Jan-13	0.76%	0.0986	0.1103
Feb-13	0.76%	0.0935	0.0996
Mar-13	0.76%	0.1047	0.1125
Apr-13	0.76%	0.1022	0.1038
May-13	0.76%	0.0715	0.0723

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in May 2013:

TexPool

- Metrocare Services
- Live Oak County
- Town of Lakeside

TexPool Prime

- Metrocare Services
- Live Oak County
- Town of Lakeside

Upcoming Events

06/12/13 – 06/14/13

TASBO Summer Conference,
Kernville

06/12/13 – 06/14/13

TACCBO Conference,
San Marcos

07/21/13 – 07/23/13

TASSCUBO Summer Conference,
Grapevine

08/28/13 – 08/30/13

TAC Conference,
Austin

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com

1-866-839-7665

(1-866-TEX-POOL)

Fax: 866-839-3291

Federated®

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 2/28/13).

Visit us at FederatedInvestors.com.

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Month in Cash: Overnight accommodations at low rates

June 1, 2013

Repo and overnight markets spent much of the last month mired in low territory, at rates not seen for close to two years. These shortest-term instruments were financing, at times, at just 2 to 3 basis points, and expectations were that rates would remain low in the face of continued downward pressures on market supply. Bill issuance dipped late in the month as the Treasury prepared for the reinstallation of the debt ceiling, and although issuance then returned to previous levels, it was not enough—rates were expected to push up only into the high single digits. This low-rate environment for repos and overnights is likely to continue until there is some more relief on the supply front.

That relief might be temporary—Fannie Mae and Freddie Mac are both in the black now that the housing market is making such a strong showing. As a result, the Treasury will soon be receiving \$59.4 billion in dividends from Fannie Mae, and then \$7 billion from Freddie Mac, and with that influx of cash the Treasury will have less need for financing from the markets. The ongoing sequestration plays a role, as well. While it has not had the impact on the recovery that had been feared, until it is resolved it continues to hang like a cloud over the prospects for growth for the rest of the year.

The most recent appearance of Federal Reserve Chairman Ben Bernanke and the release of minutes from the previous month's Federal Open Market Committee (FOMC) meeting revealed the beginnings of Fed discussions on how and when to scale back its monthly quantitative-easing purchases of \$85 billion of Treasury bonds and agency mortgage-backed securities. In his prepared testimony before Congress late in the month, Bernanke pointedly avoided details on the timing of any unwinding of QE, even reiterating the FOMC still had the option of increasing measures if warranted. However, in the question-and-answer session that followed, Bernanke admitted the Fed might in fact start tapering purchases in its "next few meetings." That admission, coupled with FOMC minutes revealing that participants at the April meeting "expressed willingness to adjust the flow of purchases downward as early as the June meeting," caused some stir. Many had expected QE to continue unabated until 2014, but that prospect seems to be growing less likely as the recovery gathers steam. The end of QE is tied directly to the pace of the recovery, though, and the Fed is nothing if not data-driven, with the ability to adjust policy as it goes along, so prospects hinge on each new economic release. And it is likely unwinding, when it does occur, will begin with the Fed declining to make new purchases rather than selling off any current holdings. The Fed will want to wean markets off QE very, very gradually to avoid shocks to the markets.

(continued page 6)

PERFORMANCE as of May 31, 2013

	TexPool	TexPool Prime
Current Invested Balance	\$15,897,688,295.26	\$1,002,605,176.09
Weighted Average Maturity (1)*	53 Days	41 Days
Weighted Average Maturity (2)*	80 Days	53 Days
Net Asset Value	1.00007	1.00007
Total Number of Participants	2,285	160
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$1,000,061.19	\$92,419.47
Management Fee Collected	\$662,762.41	\$56,986.55
Standard & Poor's Current Rating	AAAm	AAAm

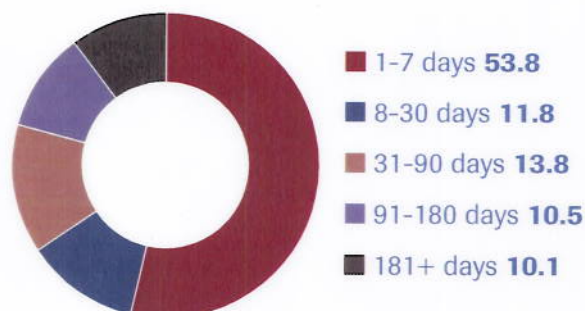
Month Averages

Average Invested Balance	\$16,493,767,843.69	\$1,053,831,944.37
Average Monthly Yield, on a simple basis (3)*	0.07%	0.10%
Average Weighted Average Maturity (1)*	49 Days	45 Days
Average Weighted Average Maturity (2)*	76 Days	58 Days

*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

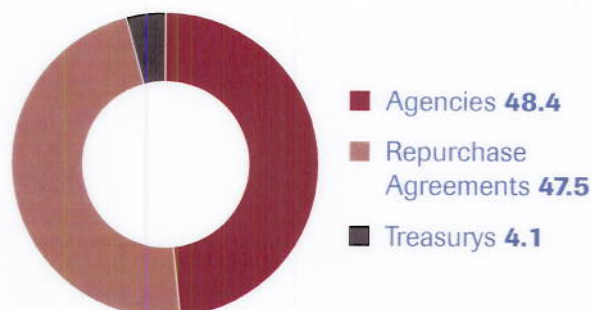
Portfolio by Maturity (%)

As of May 31, 2013



Portfolio by Type of Investment (%)

As of May 31, 2013



PORTFOLIO ASSET SUMMARY AS OF MAY 31, 2013

	Book Value	Market Value
Uninvested Balance	-\$47,759.29	-\$47,759.29
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	11,603,732.75	11,603,732.75
Interest and Management Fees Payable	-1,000,042.20	-1,000,042.20
Payable for Investments Purchased	-285,000,000.00	-285,000,000.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	7,684,937,000.00	7,684,894,180.00
Mutual Fund Investments	0.00	0.00
Government Securities	7,637,273,720.51	7,638,349,327.79
US Treasury Bills	0.00	0.00
US Treasury Notes	849,921,643.49	849,920,081.01
Total	\$15,897,688,295.26	\$15,898,719,520.06

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	571	\$5,559,338,050.37
Higher Education	56	\$1,243,915,118.46
Healthcare	80	\$430,706,798.49
Utility District	700	\$1,736,588,495.41
City	445	\$4,323,805,672.50
County	174	\$1,516,256,398.95
Other	259	\$1,090,882,853.72

Definition of Weighted Average Maturity (1) & (2)

* (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

* (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

* (3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

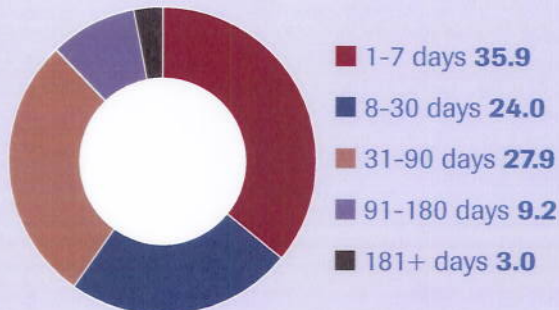
TEXPOOL

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
05/01	0.1017%	0.000002785	\$16,703,192,743.63	1.00009	50	76
05/02	0.1025%	0.000002808	\$16,679,955,449.00	1.00010	49	76
05/03	0.1012%	0.000002772	\$16,641,332,516.29	1.00010	49	75
05/04	0.1012%	0.000002772	\$16,641,332,516.29	1.00010	49	75
05/05	0.1012%	0.000002772	\$16,641,332,516.29	1.00010	49	75
05/06	0.1037%	0.000002840	\$16,510,895,874.83	1.00011	49	73
05/07	0.0910%	0.000002493	\$16,574,280,082.92	1.00011	48	73
05/08	0.0796%	0.000002181	\$16,477,127,785.83	1.00011	48	74
05/09	0.0754%	0.000002065	\$16,488,233,631.06	1.00011	47	76
05/10	0.0800%	0.000002192	\$16,719,441,250.14	1.00010	47	74
05/11	0.0800%	0.000002192	\$16,719,441,250.14	1.00010	47	74
05/12	0.0800%	0.000002192	\$16,719,441,250.14	1.00010	47	74
05/13	0.0760%	0.000002081	\$16,690,629,555.56	1.00010	45	73
05/14	0.0692%	0.000001895	\$16,615,963,970.06	1.00009	48	77
05/15	0.0839%	0.000002299	\$16,470,639,975.93	1.00010	48	77
05/16	0.0666%	0.000001825	\$16,482,588,518.76	1.00009	48	77
05/17	0.0614%	0.000001682	\$16,603,466,196.03	1.00009	50	78
05/18	0.0614%	0.000001682	\$16,603,466,196.03	1.00009	50	78
05/19	0.0614%	0.000001682	\$16,603,466,196.03	1.00009	50	78
05/20	0.0549%	0.000001504	\$16,435,146,969.32	1.00009	49	78
05/21	0.0583%	0.000001597	\$16,468,336,498.63	1.00010	49	77
05/22	0.0468%	0.000001282	\$16,428,024,645.58	1.00009	48	78
05/23	0.0502%	0.000001375	\$16,360,992,267.15	1.00009	48	78
05/24	0.0538%	0.000001474	\$16,408,689,974.39	1.00009	48	77
05/25	0.0538%	0.000001474	\$16,408,689,974.39	1.00009	48	77
05/26	0.0538%	0.000001474	\$16,408,689,974.39	1.00009	48	77
05/27	0.0538%	0.000001474	\$16,408,689,974.39	1.00009	48	77
05/28	0.0536%	0.000001468	\$16,264,945,302.31	1.00008	49	77
05/29	0.0436%	0.000001195	\$16,232,342,732.80	1.00007	51	77
05/30	0.0502%	0.000001374	\$15,998,339,070.95	1.00008	51	77
05/31	0.0665%	0.000001821	\$15,897,688,295.26	1.00007	53	80
Average	0.0715%	0.000001959	\$16,493,767,843.69	1.00009	49	76

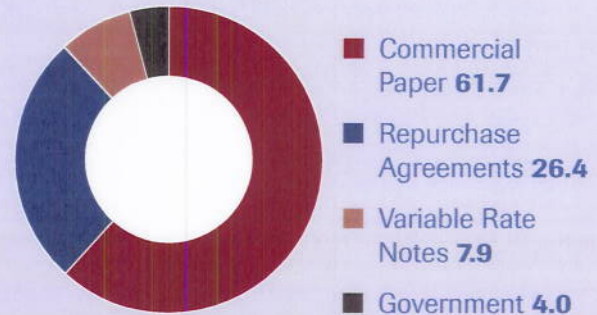
Portfolio by Maturity (%)

As of May 31, 2013



Portfolio by Type of Investment (%)

As of May 31, 2013



PORTFOLIO ASSET SUMMARY AS OF MAY 31, 2013

	Book Value	Market Value
Uninvested Balance	-\$470.93	-\$470.93
Accrual of Interest Income	306,059.27	306,059.27
Interest and Management Fees Payable	-92,419.49	-92,419.49
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	264,372,000.00	264,372,000.00
Commercial Paper	618,683,192.77	618,733,197.50
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	60,536,814.47	60,552,940.00
Variable Rate Notes	58,800,000.00	58,805,340.00
Total	\$1,002,605,176.09	\$1,002,676,646.35

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	72	\$397,698,810.25
Higher Education	8	\$56,317,326.53
Healthcare	8	\$36,908,496.36
Utility District	5	\$52,754,964.14
City	30	\$124,761,382.20
County	19	\$167,013,939.06
Other	18	\$167,150,821.40

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
05/01	0.1255%	0.000003438	\$1,103,415,549.54	1.00007	49	63
05/02	0.1264%	0.000003462	\$1,098,084,807.15	1.00008	49	62
05/03	0.1215%	0.000003329	\$1,097,983,106.56	1.00007	49	62
05/04	0.1215%	0.000003329	\$1,097,983,106.56	1.00007	49	62
05/05	0.1215%	0.000003329	\$1,097,983,106.56	1.00007	49	62
05/06	0.1243%	0.000003405	\$1,095,919,000.19	1.00007	46	59
05/07	0.1115%	0.000003055	\$1,094,423,500.09	1.00007	47	59
05/08	0.1005%	0.000002753	\$1,107,871,674.78	1.00008	46	58
05/09	0.0985%	0.000002698	\$1,105,118,593.11	1.00008	45	57
05/10	0.1063%	0.000002912	\$1,099,243,808.35	1.00007	46	58
05/11	0.1063%	0.000002912	\$1,099,243,808.35	1.00007	46	58
05/12	0.1063%	0.000002912	\$1,099,243,808.35	1.00007	46	58
05/13	0.1047%	0.000002868	\$1,096,907,680.45	1.00007	46	58
05/14	0.0971%	0.000002659	\$1,096,265,333.00	1.00007	45	57
05/15	0.1061%	0.000002907	\$1,075,479,349.48	1.00007	45	57
05/16	0.0952%	0.000002607	\$1,069,550,098.43	1.00007	45	57
05/17	0.0973%	0.000002665	\$1,014,940,926.31	1.00007	47	60
05/18	0.0973%	0.000002665	\$1,014,940,926.31	1.00007	47	60
05/19	0.0973%	0.000002665	\$1,014,940,926.31	1.00007	47	60
05/20	0.0956%	0.000002618	\$1,018,149,451.36	1.00008	45	57
05/21	0.0914%	0.000002505	\$1,016,000,949.32	1.00008	44	56
05/22	0.0896%	0.000002454	\$1,010,947,665.24	1.00008	42	56
05/23	0.0953%	0.000002612	\$1,010,571,760.51	1.00007	42	55
05/24	0.0991%	0.000002716	\$1,003,825,788.32	1.00006	42	55
05/25	0.0991%	0.000002716	\$1,003,825,788.32	1.00006	42	55
05/26	0.0991%	0.000002716	\$1,003,825,788.32	1.00006	42	55
05/27	0.0991%	0.000002716	\$1,003,825,788.32	1.00006	42	55
05/28	0.0930%	0.000002547	\$1,005,532,948.10	1.00007	41	55
05/29	0.0842%	0.000002306	\$1,001,315,719.77	1.00007	42	54
05/30	0.0857%	0.000002349	\$1,008,824,341.80	1.00007	41	53
05/31	0.1036%	0.000002839	\$1,002,605,176.09	1.00007	41	53
Average	0.1032%	0.000002828	\$1,053,831,944.37	1.00007	45	58

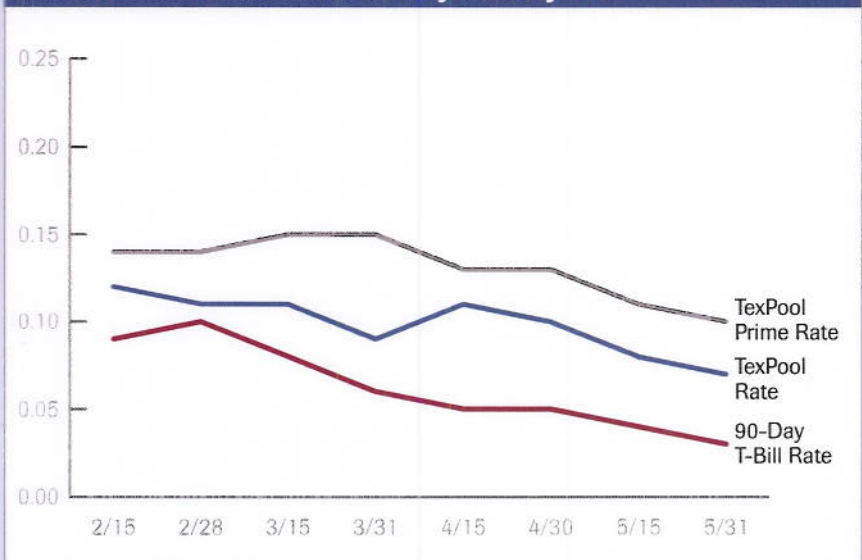
TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

While the eurozone has not yet made substantial progress on solving its sovereign-debt crisis, it has not fallen into complete disarray, as had been the fear at the depths of the crisis. The gathering of eurozone finance ministers this month came through with European Financial Stability Facility bailout payments to Greece and European Stability Mechanism payments to Cyprus after the two countries were deemed to have made progress in getting their financial houses in order. Overall, eurozone authorities seem to have developed something of a consensus on how to work their way out of this situation, with some recognition that this problem can't be solved by just one or two countries in a short time period. It's a long-term workout that will require the entire region to pull together—and in the same direction.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.



Monthly Newsletter - May 2013

Performance

As of May 31, 2013

Current Invested Balance	\$5,474,920,318.32
Weighted Average Maturity (1)	55 Days
Weighted Average Maturity (2)	60 Days
Net Asset Value	1.000100
Total Number of Participants	773
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$579,598.64
Management Fee Collected	\$237,551.14
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

May Averages

Average Invested Balance	\$5,593,795,128.14
Average Monthly Yield, on a simple basis	0.0723%
Average Weighted Average Maturity (1)*	54 Days
Average Weighted Average Maturity (2)*	59 Days

Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool.³ This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Rates reflect historical information and are not an indication of future performance.

Program Update

Please be aware that TexSTAR has updated many of our forms since the system conversion last summer. These forms are available on the TexSTAR website under the Program Information area of the site. If you have any questions about the forms or how to update your account, please contact TexSTAR Participant Services and we will be happy to assist you. We encourage you to review your list of authorized representatives and ensure that the individuals who have access to your accounts are current.

Holiday Reminder

In observance of **Independence Day, TexSTAR will be closed on Thursday, July 4, 2013.** All ACH transactions initiated on Wednesday, July 3rd will settle on Friday, July 5th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

Global risk markets were volatile in May amid renewed worries regarding the curtailment of the Fed's bond buying program, jitters over rising bond yields, and weaker economic data in China. Minutes released from the Fed's April 30th-May 1st policy meeting caught markets by surprise, revealing a suggested tapering of the \$85 billion of monthly asset purchases that could begin as soon as the next few meetings. While there has been a growing chorus of Fed committee members arguing for a reduction in the level of purchases in recent months, this was the first indication of a potential timeframe. While Fed tapering will be heavily reliant on continued improvement in the US economy, particularly in the labor market, the uncertainty caused Treasury yields to rise significantly as investors sold government bonds in anticipation of weaker future demand.

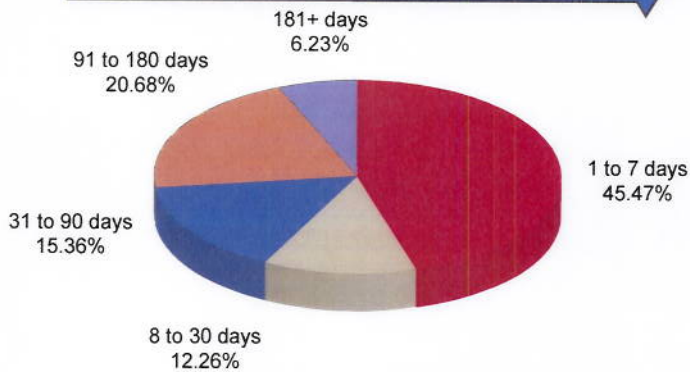
U.S. growth is expected to be below 2% for the second quarter and that the second half of the year will once again disappoint expectations. It is believed that the weakness observed earlier in the year was not transitory, but rather the beginning of an annual spring slowdown enhanced by the delayed impact of fiscal cuts. The full contractionary impact of sequestered fiscal spending cuts are still to be felt. While labor market indicators did improve in the first quarter of 2013 relative to the second half of 2012, the improvement has decelerated, following the pattern of the last few years. Low labor demand is anticipated over the next few months due to weak consumer demand. Revisions to retail sales figures confirm the hypothesis that consumers have pulled back spending due to increased taxes, and this trend is expected to continue due to an already low savings rate. Sluggish wage growth will also limit future consumption growth. In addition, sluggish growth from our major trade partners will dampen the need for expansion in domestic manufacturing. While the housing sector has been an area of strength, the secondary effects of the housing sector on growth have been limited and are likely to be dominated by weakness in the broader economy. Consequently, with economic fundamentals weak and expected to deteriorate further, these factors seem to suggest that the Fed would not taper its asset purchases this summer, as many market participants expect.

This information is an excerpt from an economic report dated May 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

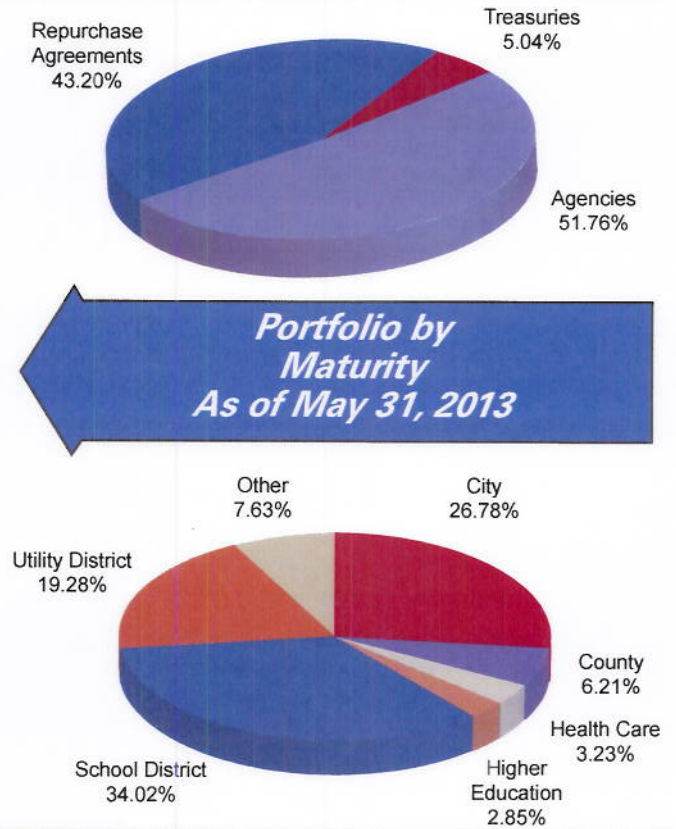
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

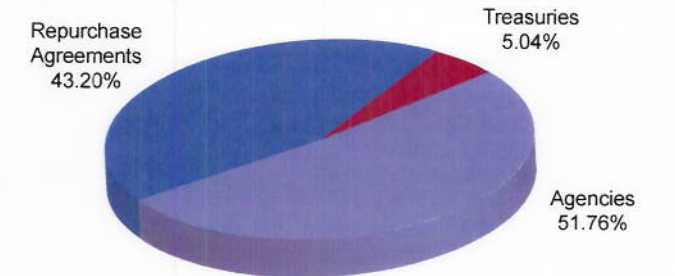
Portfolio by Type of Investment As of May 31, 2013



Distribution of Participants by Type As of May 31, 2013



Portfolio by Maturity As of May 31, 2013



Historical Program Information

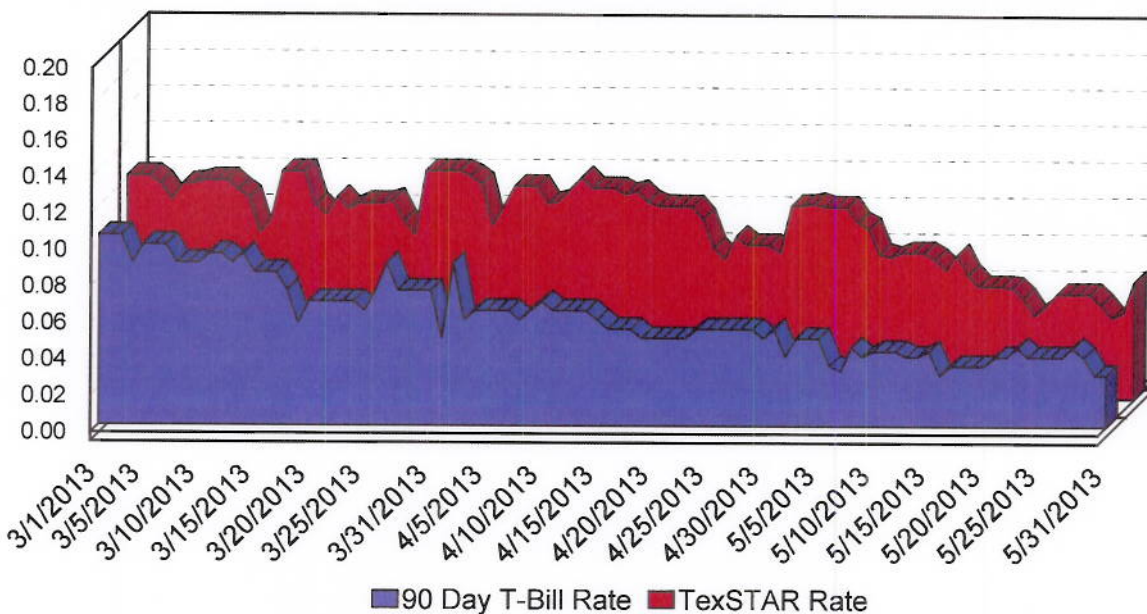
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
May 13	0.0723%	\$5,474,920,318.32	\$5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763
Sep 12	0.1574%	4,659,065,730.90	4,659,684,743.38	1.000132	46	63	759
Aug 12	0.1326%	4,724,281,980.85	4,724,862,450.42	1.000122	49	67	759
Jul 12	0.1359%	5,189,684,471.14	5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756

Portfolio Asset Summary as of May 31, 2013

	Book Value	Market Value
Uninvested Balance	\$ 568.68	\$ 568.68
Accrual of Interest Income	1,529,664.02	1,529,664.02
Interest and Management Fees Payable	(716,433.71)	(716,433.71)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,364,563,000.00	2,364,563,000.00
Government Securities	3,109,543,519.33	3,110,093,037.82
Total	\$ 5,474,920,318.32	\$ 5,475,469,836.81

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for May 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
5/1/2013	0.1058%	0.000002899	\$5,517,017,049.69	1.000121	55	61
5/2/2013	0.1069%	0.000002929	\$5,492,525,072.65	1.000123	55	60
5/3/2013	0.1049%	0.000002873	\$5,427,348,357.92	1.000117	54	59
5/4/2013	0.1049%	0.000002873	\$5,427,348,357.92	1.000117	54	59
5/5/2013	0.1049%	0.000002873	\$5,427,348,357.92	1.000117	54	59
5/6/2013	0.0965%	0.000002644	\$5,426,391,826.79	1.000121	54	58
5/7/2013	0.0933%	0.000002555	\$5,451,498,679.45	1.000124	56	60
5/8/2013	0.0790%	0.000002165	\$5,429,603,042.62	1.000121	57	62
5/9/2013	0.0775%	0.000002123	\$5,442,405,702.38	1.000120	56	61
5/10/2013	0.0800%	0.000002193	\$5,575,215,900.14	1.000114	53	58
5/11/2013	0.0800%	0.000002193	\$5,575,215,900.14	1.000114	53	58
5/12/2013	0.0800%	0.000002193	\$5,575,215,900.14	1.000114	53	58
5/13/2013	0.0765%	0.000002097	\$5,579,997,136.33	1.000112	53	58
5/14/2013	0.0705%	0.000001932	\$5,534,738,462.05	1.000110	53	59
5/15/2013	0.0791%	0.000002168	\$5,454,116,265.87	1.000109	54	60
5/16/2013	0.0680%	0.000001863	\$5,691,966,598.70	1.000105	53	58
5/17/2013	0.0616%	0.000001689	\$5,625,120,782.77	1.000106	53	59
5/18/2013	0.0616%	0.000001689	\$5,625,120,782.77	1.000106	53	59
5/19/2013	0.0616%	0.000001689	\$5,625,120,782.77	1.000106	53	59
5/20/2013	0.0607%	0.000001664	\$5,630,848,762.85	1.000105	53	58
5/21/2013	0.0549%	0.000001505	\$5,705,649,256.55	1.000107	54	59
5/22/2013	0.0456%	0.000001250	\$5,751,418,724.62	1.000110	55	60
5/23/2013	0.0507%	0.000001389	\$5,732,690,575.78	1.000113	55	60
5/24/2013	0.0575%	0.000001576	\$5,786,163,038.73	1.000106	51	56
5/25/2013	0.0575%	0.000001576	\$5,786,163,038.73	1.000106	51	56
5/26/2013	0.0575%	0.000001576	\$5,786,163,038.73	1.000106	51	56
5/27/2013	0.0575%	0.000001576	\$5,786,163,038.73	1.000106	51	56
5/28/2013	0.0518%	0.000001419	\$5,772,578,818.38	1.000100	52	57
5/29/2013	0.0444%	0.000001216	\$5,746,025,049.75	1.000100	53	58
5/30/2013	0.0470%	0.000001288	\$5,545,550,352.14	1.000102	56	61
5/31/2013	0.0646%	0.000001769	\$5,474,920,318.32	1.000100	55	60
Average	0.0723%	0.000001982	\$5,593,795,128.14		54	59

TexSTAR Participant Services
 First Southwest Asset Management, Inc.
 325 North St. Paul Street, Suite 800
 Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org



Business and Operations Discuss Capital Improvement Projects

Summary

Following the June 12th workshop, I was asked to work on a priority list for the capital projects discussed with funds available. Also based on the Board's discussion, Malcolm Gaus has split the scope of work for the High School Auditorium into two phases. Phase I includes the performance aspects; i.e., sound, lighting, stage, proscenium opening, perimeter walls upgrades, and ceiling replacement. Phase II includes seating, entry restrooms, and dressing room upgrades. (See Attachments)

Possible priorities may include:

- Base Proposal for High School Baseball and Softball Field Complex
- Auditorium Phase I, Performance Aspects (sound, lighting, stage, proscenium opening, perimeter walls upgrades, and ceiling replacement)
- All Safety and Security Issues (i.e., secure entrances and security cameras at all campuses)
- Covered Canopy System for Northside Elementary
- Wireless Connectivity Enhancement
- Ricebird Stadium Public Address System
- Additional \$50,000 for Future Turf Replacement at Ricebird Stadium

If the General Fund fund balance were dropped to 16% of the General Operating Expenditures all of these projects could be done with \$51,479.52 remaining.

NOTE: The 16% of General Operating Expenditures is based on 2012-2013 (current) expenditures. That number will be less for 2013-2014 with an increase in General Operating Expenditures.

ECISD Board Policy None.

Effective Date June 18, 2013

Previous Board Action The Board held a workshop on June 12, 2013, to discuss debt reduction, capital improvement projects, and budget projections.

Future Action Expected

The Board may hold additional workshops and/or take action on any of these projects in the future.

Background Information and Significant Issues

The base proposal for the High School Baseball & Softball Field Complex excludes the following add alternates:

- Covering of Outdoor Bleacher Systems - \$91,580.00
- French Drain System - \$66,756
- Baseball Field Foul Line Warning Track - \$60,400.00
- Other (backstop padding and windscreens at bullpens) - \$18,756

Phase I for the High School Auditorium Renovations include:

Lighting

- Replace the house lighting backstage for band concerts;
- Replace the existing house lights with fluorescent can lights;
- Install aisle lighting to meet code;
- Electrical Lighting Panels include new lights on motorized battens and dimmer racks;

Sound

- Speaker Cluster concealed in ceiling furring. Including Sound System Board Integration;
- Sound System must include assistive listening devices;
- Remove rear section of seating to provide control booth and lighting. Booth to be open at sound both and closed at lighting sections with door between sections. Provide side platforms for follow spots at rear of auditorium. Provide plug-in at handicap seating for operation of lighting and sound from handicap location;

Stage Renovations

- Proscenium Opening revisions to wood panels and the EC which would carry the wood panels with Acoustical around the room;
- Remove the front portion of the stage – take out the ramp and replace with wood;
- Replace front portion of the stage with wood;
- Replace rear portion of the stage with Masonite Floor;

Auditorium Proper Renovations

- Provide better access to Catwalk above for Maintenance of Roof Top Equipment and provide light batten that is motorized for adjusting;
- Provide wood/acoustical panel system with wall sconces to continue the architectural renovation to the interior wall surfaces matching the front of the stage;
- Provide new acoustical ceiling system including new grid over auditorium seating;
- Loading Dock – removable bollards and concrete drive;
- Door and Hardware Allowances.

Fiscal Impact	Unknown at this time. Depends on final decisions regarding proposed projects.
Student and Public Benefit	Conservative approach to providing the best facilities possible for students and the general public with the funds available.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none">• Spreadsheet with Possible Prioritization of Projects• High School Auditorium Proposed Phase I Construction• High School Auditorium Proposed Phase II Construction
Contact Person(s)	Mark Pool, Superintendent of Schools David Bright, Assistant Superintendent of Business and Operations
Action Required	Discussion Item Only.
Superintendent's Recommendation	None. Mark Pool, Superintendent of Schools

Fund Balance Available Funds Above 16% of General Operating Expenditures			\$4,526,953.00
High School Baseball & Softball Field Complex GMP from Polasek Construction		\$2,292,533.00	\$2,234,420.00
High School Auditorium Phase I (All Performance Aspects)		\$1,390,300.87	\$844,119.13
Security Entrance for Myatt Elementary with Porcelain Ceramic Tile Flooring		\$82,491.19	\$761,627.94
Security Entrance for Northside Elementary with Porcelain Ceramic Tile Flooring		\$121,130.27	\$640,497.67
Covered Canopy System at Northside Elementary		\$138,306.15	\$502,191.52
Security Cameras at Myatt Elementary School		\$16,378.00	\$485,813.52
Security Cameras at Hutchins Elementary School		\$24,067.00	\$461,746.52
Security Cameras at Northside Elementary School		\$32,743.00	\$429,003.52
Additional Security Cameras at Middle School		\$10,000.00	\$419,003.52
Security Camera Upgrade at High School		\$93,500.00	\$325,503.52
Wireless Connectivity Enhancement		\$150,000.00	\$175,503.52
Ricebird Stadium Public Address System		\$74,024.00	\$101,479.52
Additional \$50,000 for Future Turf Replacement at Ricebird Stadium		\$50,000.00	\$51,479.52
Other Projects Discussed			
Metal Coverings at Baseball Outdoor Bleacher System		\$47,436.00	\$47,436.00
Metal Coverings at Softball Outdoor Bleacher System		\$44,144.00	\$91,580.00
Baseball Field Warning Track		\$60,400.00	\$151,980.00
High School Library Upgrades (Furniture, Carpet, Paint)			
Recondition Tennis Courts			
Replace Red Turf at Ricebird Stadium			
Top Coat Track			
Replacement of Asphalt Parking Area Behind High School			
Seal Coat High School / Ricebird Stadium Parking Lot			
Possible Future Bond Election Projects			
Ricebird Stadium Restrooms (RWS Estimate)		\$756,000.00	\$907,980.00
El Campo FFA Project Center (RWS Estimate)		\$562,500.00	\$1,470,480.00
High School Auditorium Phase II (Seating, Entry, Restroom, and Dressing Room Upgrades)		\$487,136.25	\$1,957,616.25
New Cafetorium at Myatt Elementary			
Renovation of Existing Cafeteria/Office Space for Additional Myatt Classrooms			
New Classroom Wing with Twelve Classrooms at Myatt Elementary			
Additional Parking and Campus Egress at Myatt Elementary			
Purchase of Property with Webb Street Frontage			
Demolition of Existing Ninth Grade Field House at Ricebird Stadium			
Renovation of Existing Field House for Freshman and Junior Varsity Teams			
New Field House for Varsity Team at Ricebird Stadium			

El Campo ISD
Auditorium Upgrades

Proposed Phase I Construction		June 12, 2013		
SU-4	2686	\$14.50		\$38,947.00
ASR-3	8972	\$12.50		\$112,150.00
ASR-5	8972	\$3.75		\$33,645.00
MEP-1	1	\$200,000.00		\$200,000.00
SU-5	484	\$42.50	40,000	\$60,570.00
ASR-7	8972	\$1.25		\$11,215.00
ASR-2	280	\$145.00		\$40,600.00
SU-2	832	\$165.00		\$137,280.00
SU-3	260	\$135.00		\$35,100.00
SU-3-SF	543	\$25.25		\$13,710.75
SU-3-MF	2652	\$20.25		\$53,703.00
ASR-4	617	\$95.00		\$58,615.00
ASR-8-W	3360	\$32.00		\$107,520.00
ASR-8-C	8972	\$20.00		\$179,440.00
ER-1	1500	\$12.25		\$18,375.00
ER-2	1	\$65,000.00		\$65,000.00
Sub-Total Proposed Phase I				\$1,165,870.75
Total with Contractor's Fees and General Conditions at 19.25%				\$1,390,300.87

El Campo ISD
Auditorium Upgrades
June 12, 2013

Proposed Phase II Construction

MEP-2	2	\$10,000.00	\$20,000.00
SU-6-1	100	\$45.00	\$4,500.00
SU-6-2	300	\$45.00	\$13,500.00
SU-6-3	200	\$45.00	\$9,000.00
AERF-1-M	200	\$185.00	\$37,000.00
AERF-1-W	300	\$185.00	\$55,500.00
AERF-2	180	\$115.00	\$20,700.00
AERF-3-M	200	\$165.00	\$33,000.00
AERF-3-W	200	\$165.00	\$33,000.00
MEP-3	1	\$20,000.00	\$20,000.00
ASR-1	276	\$50.00	\$13,800.00
ASR-6	900	\$165.00	\$148,500.00

Sub-Total Proposed Phase II	\$408,500.00
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Total with Contractor's Fees and General Conditions at 19.25%	\$487,136.25
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Agenda Item Summary Sheet (5 B)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Action Item

Business and Operations Approve Future Real Estate Sales to Purchase Proposed High School Baseball and Softball Field Complex from El Campo Little League

Summary

At the regular meeting on January 22, 2013, after hearing an *Opinion of Probable Cost* from Greg Polasek, the Board voted to participate with the El Campo Little League and the City of El Campo in the construction and development of the West Loop park Baseball and Softball Complex. Since that time a committee of the board has worked with Malcolm Gaus from RWS Architects to ensure that the high school baseball and softball fields constructed by the El Campo Little League will have all of the design elements requested by the district.

At a special meeting of the Board on June 12th, Polasek Construction, Inc. shared with the Board the *Guaranteed Maximum Price (GMP)* of the high school baseball and softball fields that he will present to El Campo Little League as their Construction Manager at Risk (CMAR).

From previous discussions the plan has been for the District to purchase the High School Baseball and Softball Field Complex from the El Campo Little League following completion of the project at a price that is mutually agreeable to both parties based on the final construction cost of the project and other agreed upon considerations such as interim financing charges.

In return for a deed to the property the complex is built on, the District will also enter into a mutually agreed upon *Facilities Use Agreement* that will allow the El Campo Little League to use the high school fields for certain specified events, at no cost to the League, when the fields are not being used by the school district.

In order for construction to proceed, the El Campo Little League needs formal action by the Board assuring them that the District will purchase the complex once construction has been completed. That can be accomplished by approval of a future real estate contract to purchase the Proposed High School Baseball and Softball Complex from the El Campo Little League at a price not to exceed a dollar amount specified by the Board.

ECISD Board Policy None.

Effective Date June 18, 2013

Previous Board Action The Board has previously voted to participate with the El Campo Little League and the City of El Campo in the construction and development of the West Loop Park Baseball and Softball Complex.

Future Action Expected	The Board will vote to approve the Final Real Estate Sales Contract and Facilities Use Agreement between the District and the El Campo Little League.
Background Information and Significant Issues	<p>At the workshop on June 12th, Greg Polasek presented the Board with the Little League's Guaranteed Maximum Price for the High School Baseball and Softball Field Complex of \$2,281,880.</p> <p>The GMP did not include the following add / deduct alternates that could be considered by the Board:</p> <p>Alternate No. 1 – Metal Coverings at Baseball Outdoor Bleacher System ... Add \$47,436</p> <p>Alternate No. 2 – Metal Coverings at Softball Out Door Bleacher System ... Add \$44,144</p> <p>Alternate No. 10 – Deletion of Berms at Baseball Field ... Deduct (\$2,880)</p> <p>Alternate No. 11 – Deletion of Berms at Softball Field ... Deduct (\$1,080)</p> <p>Alternate No. 12 – Provide Wood in lieu of Metal at the Baseball and Softball Outfield Fences ... Deduct (\$3,735)</p> <p>Alternate No. 15 – Backstop Padding at Low Masonry Fence at Baseball Field ... Add \$9,682</p> <p>Alternate No. 16 – Backstop Padding at Low Masonry Fence at Softball Field ... Add \$5,346</p> <p>Alternate No. 17 – Windscreens at Baseball Field Bullpens ... Add \$1,955</p> <p>Alternate No. 18 – Windscreens at Softball Field Bullpens ... Add \$1,773</p> <p>Alternate No. 19 – Foul Territory Warning Track at Baseball Field ... Add \$60,400</p> <p>Alternate No. 20 – Masonry Leave Outs at Dugouts to provide for air flow through the dugouts at both the Baseball and Softball Fields ... N/C</p>
Fiscal Impact	<p>Guaranteed Maximum Price Base Proposal \$2,281,880</p> <p>Guaranteed Maximum Price with all Alternates \$2,441,921</p> <p>Possible Interim Financing Charges</p>
Student and Public Benefit	Participation in this project becomes the most efficient use of taxpayer dollars for a high quality baseball and softball complex though cooperation with the City of El Campo and the El Campo Little League.
Procedural and Reporting Implications	Steps to execute and appropriately file the necessary documents for the Real Estate Sales Contract and Facilities Use Agreement.

Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	None.
Contact Person(s)	Mark Pool, Superintendent of School
Action Required	A motion, second and majority vote to approve a Future Real Estate Sales Contract to purchase the Proposed High School Baseball and Softball Complex from the El Campo Little League at a price which is not to exceed _____.
Superintendent's Recommendation	I recommend that the Board approve a Future Real Estate Sales Contract to purchase the Proposed High School Baseball and Softball Complex from the El Campo Little League at a price which is not to exceed _____. Mark Pool, Superintendent of Schools

Agenda Item Summary Sheet (6 C)
Meeting Date: June 18, 2013
Submitted by: Mark Pool, Superintendent

Action Required

Curriculum and Instruction Waiver Request from STAAR and EOC / Accountability for 2013-2014 due to Censorship of CSCOPE

Summary Recent actions initiated by Senator Dan Patrick and the Commissioner of Education have in effect censored instructional materials and all CSCOPE lessons adopted by local districts. I question their authority to do so and believe that this action has far reaching implications to further reducing local control by locally elected school boards.

Although TEA General Counsel, David Anderson, has said the Commissioner does not have the authority to waive state assessments and accountability, many districts that use the CSCOPE curriculum management tool are submitting similar waivers to: (1) state the reasons why Senator Patrick's suggestion for large schools to share their curriculum will not work; and (2) provide the opportunity for the Commissioner to see that locally "elected" officials have concerns regarding the immediate censorship of lesson plans.

Instead of censoring only the "objectionable" CSCOPE lessons, they have censored all CSCOPE lessons.

ECISD Board Policy BF (LEGAL), BOARD POICIES – Waivers

Effective Date 2013-2014 School Year

Previous Board Action None.

Future Action Expected None.

Background Information and Significant Issues Reference attached letter and waiver request.

Fiscal Note None.

Student and Public Benefit Students benefit by having teachers who have access to proven, best practice instructional resources through the CSCOPE curriculum management tool.

Procedural and Reporting Implications	Submit the waiver application to the State Waiver Unit of the Texas Education Agency.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Copy of 2013-2013 Application for State Accountability Waiver • Copy of Letter to Commissioner of Education
Contact Person(s)	Mark Pool, Superintendent of Schools
Action Required	Motion, second and majority vote to approve the 2013-2014 Application for State Accountability Waiver.
Superintendent's Recommendation	<p>I recommend that you approve the 2013-2014 Application for State Accountability Waiver.</p> <p>Mark Pool, Superintendent of Schools</p>

2013-2014 Application For State Accountability Waiver

DISTRICT	DISTRICT-COUNTY NUMBER	REQUESTED YEARS
El Campo ISD	241-903	2013-2014
BACKGROUND		
<p>The LEA currently uses C-SCOPE curriculum management system to meet state requirements of the Texas Essential Knowledge and Skills (TEKS) The recent decision beyond LEA's control to abolish parts of this curriculum management system leaves an unnecessary burden and hardship on El Campo ISD.</p> <p>C-SCOPE will be censored as of August 31st, 2013, resulting in El Campo ISD beginning school without necessary complete curriculum management system to meet the state curriculum standards and prepare for the increased STAAR standards, creating an adverse educational environment for our children. El Campo ISD does not have the financial resources to hire consultants/teachers to write curriculum K-12 in the 4 core subject areas during the short interim. El Campo ISD does not have the financial resources to purchase a ready-made or commercial curriculum including teacher training, if available.</p> <p>Without additional funding and adequate curriculum, the LEA is deprived of its method to provide essential instruction as required. At least one instructional year will be needed to construct new lessons, fund and/or create additional instructional resources and provide adequate teacher training. With such short notice of the abrupt curriculum change and lack of instructional materials, the LEA is requesting a waiver from all state assessments and district/campus accountability for 2013-2014. Further, the LEA is requesting that state graduation requirements for students affected be modified to exempt testing requirements for 2013-2014.</p>		
SPECIFIC WAIVER REQUEST		
<p>The LEA is requesting that TEA waive all state assessments and district/campus accountability requirements pursuant to Texas Education Code §39 for 2013-2014 with amendments to state graduation requirements pursuant to Texas Education Code §74 for affected students in 2013-2014.</p>		
SUPERINTENDENT		
NAME	SIGNATURE	DATE
Robert Mark Pool		June 18, 2013
BOARD PRESIDENT		
NAME	SIGNATURE	DATE
Tommy Turner		June 18, 2013

2013-2014 Application For State Accountability Waiver

BOARD APPROVAL DATE	
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EL CAMPO INDEPENDENT SCHOOL DISTRICT

700 WEST NORRIS STREET
EL CAMPO, TEXAS 77437
(979) 543-6771 (979) 543-1670 FAX

June 18, 2013

ROBERT MARK POOL
SUPERINTENDENT

DAVID BRIGHT
ASSISTANT
SUPERINTENDENT
FOR FINANCE

CAROLYN GORDON
EXECUTIVE DIRECTOR
OF FEDERAL
PROGRAMS
AND COMPLIANCE

MELISSA KOOP
ASSISTANT SUPERINTENDENT
FOR CURRICULUM
AND INSTRUCTION
2620 Meadow Lane
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Dear Commissioner Williams:

The abrupt censorship of the CSCOPE curriculum management system has resulted in El Campo ISD no longer having access to a curriculum system that fully supports the Texas Essential Knowledge and Skills. It is impossible for El Campo ISD to create K-12 core curriculum documents in 2.5 months. Textbooks that are approved by the state are required to meet only 50% of the state standards; therefore, relying on these resources will not prepare students for the high standards assessed with STAAR and EOCs. Instructional Materials Allotment created much needed flexibility in obtaining instructional resources to support the TEKS; however, CSCOPE districts, such as El Campo ISD, selected resources that were aligned with CSCOPE.

El Campo ISD is not a wealth school district, so our resources are limited. CSCOPE offered a quality curriculum management system for \$20,000 per year. Replacing CSCOPE will far exceed the funds I have available.

A suggestion was made by Senator Patrick that larger schools would be willing to share their curriculum with CSCOPE schools. That option has tremendous implications:

- 1.) Open access to another district's network – curriculum is on-line
- 2.) Lack of resources aligned to the district's curriculum
- 3.) Lack of training for teachers to effectively utilize the new curriculum
- 4.) Cost
- 5.) Ability to localize "their" curriculum based on "my" student needs and local resources

The following quote was used in Senator Patrick's press release:

"We accept the concerns expressed by the leadership of the state regarding segments of the lessons that were perceived as contradictory to the values of our great state. We will therefore eliminate the model lessons offered as examples of what was interpreted as the intent of the standards and focus on moving forward in a positive manner." Mary Ann Whiteker, Superintendent, Hudson ISD

According to Ms. Whiteker, the remark was meant to be interpreted as eliminating the questionable lessons, allowing districts to continue using the curriculum following SBOE review. In no way was that to be taken as accepting the censorship of curriculum that was not only addressing the state standards, but resulting in student success on state assessments. Over 870 school districts have now been ordered to “make bricks without straw!”

We are in dire need of assistance to accomplish this daunting task. Districts must have time to adjust to your decision to censor the use of all lessons from CSCOPE.

Respectfully,

Robert Mark Pool
Superintendent of Schools