

# Agenda of Regular

## The Board of Trustees El Campo Independent School District

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A Regular of the Board of Trustees of El Campo Independent School District will be held November 19, 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. Closed Session:
2. Call to Order/Opening Prayer/Pledge of Allegiance
3. Public Comment
4. Recognition
5. Consent Agenda
  - A. Governance
    1. Consider Approval of Real Estate Sales Contract and Facilities Use Agreement with El Campo Little League 3
  - B. Curriculum and Instruction
6. Consider Approval of the Minutes: 33
  - A. October 15, 2013 - Regular Meeting 35
7. Approve Superintendent Performance Evaluation Process and Instrument 38
8. Business and Support Services
  - A. Consider Resolution to Commit Fund Balance 51
  - B. Review of Checks Written for the Month of October 59
9. Consider Acceptance of Donation by Ricebird Booster Club 61
10. Consider Acceptance of Donation by Mobley Affiliates 64
11. Review of Monthly Financial Reports 66
12. Personnel
13. Approve Appointment of Local Instructional Materials Selection Committee 74
14. Students
15. Business and Operations
  - A. Discuss Capital Improvement Projects 77
16. Report on Auditorium Project Base Proposal, Alternates, and Phases 111
17. Consider Authorizing Superintendent to Negotiate Purchase of Property for FFA Project Center
18. Curriculum and Instruction
  - A. Review of Special Education Program
19. Governance
20. Request by Larry Darnell Lee to Address the Board Regarding a Criminal Trespass Warning 119
21. Review Administrative Regulation on Registered Sex Offenders on Campus 121
22. Appoint Community Facilities Advisory Committee and Approve Committee's Charge 124

23. Appoint Members to Northside Education Center	135
24. Review Board Member Continuing Education Hours	137
25. Discuss Team of Eight Training	150
26. Review TASB Policy Service Localized Policy Update 98	153
27. Personnel	
28. Superintendent's Report	
A. Students	
1. Monthly DAEP Report	
29. Governance	
30. Preliminary Agenda for December 17, 2013	
31. December Activity Calendar	
32. Business and Support Services	
33. Review of Foundaton School Program State Funding Status	
34. Personnel	
35. Annual Staffing Report for Beginning of School	
36. Curriculum and Instruction	
37. First Nine-Weeks Report on enrollment and Attendance	
38. Monthly SRO Report	
39. Community and Governmental Relations	
A. Legislative Update	
40. Adjournment	

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*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 November 15, 2013 at 2:00 p.m.

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For the Board of Trustees

**Agenda Item Summary Sheet (4 A.3)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Item***

<b>Business and Operations</b>	Approval of Real Estate Sales Contract and Facilities Use Agreement with El Campo Little League
<b>Summary</b>	<p>Attorneys for El Campo Independent School District, George Grimes, and El Campo Little League, Philip Hundl, have been working for several weeks to negotiate a Real Estate Sales Contract and Facilities Use Agreement for the purchase of the High School Baseball and Softball Complex from the Little League. At the regular meeting on October 15<sup>th</sup>, I had an item on the agenda to consider approval of both the Sales Contract and the Facilities Use Agreement. Because there still were some issues to be negotiated at that time the item was tabled until the issues were resolved.</p> <p>I provided the Board with copies of the district's "near-final" proposal in an email on November 7<sup>th</sup>, and followed up with a second email on November 12<sup>th</sup>. I requested at the time that if there were any questions or concerns with either document that you contact me so that I could pass that information on to George Grimes. Since no one contacted me with question or concerns I informed George to proceed with negotiations. (Copies of the documents, which were sent to Philip Hundl for review, are attached.)</p>
<b>ECISD Board Policy</b>	None.
<b>Effective Date</b>	November 19, 2013
<b>Previous Board Action</b>	<p>On June 18, 2013, the Board voted to enter into a Real Estate Sales Contract and Facilities Use Agreement with the El Campo Little League for the purchase of the High School Baseball and Softball Complex at a price which was not to exceed \$2,386,707.</p> <p>On October 15, 2013, the Board voted to table action on the Real Estate Sales Contract and Facilities Use Agreement until the final details could be negotiated.</p>
<b>Future Action Expected</b>	None.
<b>Background Information and Significant Issues</b>	Probably the change of the most significance since the previous consideration of this item is the idea of saving the Little League the interest cost for interim financing by utilizing what George Grimes has characterized as an escalating earnest money contract. This basically means that the District will continue to put enough money into an

earnest money escrow account with Mid-Coast Title Company throughout the project in an amount to maintain a balance sufficient enough to pay each of the contractor's draws. At the end of the project the only balance the District should owe for the project is the small amount of retainage plus closing costs.

<b>Fiscal Impact</b>	Not to exceed \$2,386,707
<b>Student and Public Benefit</b>	Having the high school baseball and softball fields as a part of the West Loop Park and El Campo Little League complex will be a benefit to the entire community.
<b>Procedural and Reporting Implications</b>	Filing of the appropriate documents upon execution of the Real Estate Contract and Facilities Use Agreement.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"><li>• Proposed Real Estate Sales Contract</li><li>• Proposed Facilities Use Agreement</li></ul> <p>(These documents are working documents and were not released to the public.)</p>
<b>Contact Person(s)</b>	Mark Pool, Superintendent of School
<b>Action Required</b>	Motion, second and majority vote to remove from the table and approve the proposed Real Estate Sales Contract and Facilities Use Agreement between the El Campo Independent School District and the El Campo Little League for the High School Baseball and Softball Complex.
<b>Superintendent's Recommendation</b>	<b>Pending final draft from attorneys.</b> I recommend the Board remove from table and approve the proposed Real Estate Sales Contract and Facilities Use Agreement between the El Campo Independent School District and the El Campo Little League for the High School Baseball and Softball Complex.

**Mark Pool, Superintendent of Schools**

## REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company’s signature before the Earnest Money Deadline provided in section A.1 for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: El Campo Youth Baseball, Inc., (“El Campo Little League”)

Address: 101 W. Burleson Street  
Wharton, Texas 77488

Phone: (979) 543-5335

Fax: 979-532-3508 \_\_\_\_\_

E-mail: phundl@wphk-law.com \_\_\_\_\_

Type of entity: Non-profit corporation

Seller’s Attorney: PHILIP J. HUNDL

Address: 101 W. BURLESON STREET  
WHARTON, TEXAS 77488

Phone: 979-532-3871

Fax: 979-532-3508

E-mail: phundl@wphk-law.com

Seller’s Broker: NONE

Buyer: The Board of Trustees of the El Campo Independent School District

Address: 700 W. Norris  
El Campo, Texas 77437

Phone: 979-543-6771

Fax: 979-543-1670

Type of entity: Independent School District and political subdivision of the State of Texas

Buyer’s Attorney: WALSH, ANDERSON, GALLEGOS, GREEN & TREVIÑO, P.C.  
George E. Grimes, Jr.

Address: 100 N.E. Loop 410, Suite 900  
San Antonio, Texas 78216

Phone: 210-979-6633  
Fax: 210-979-7024

Email: ggrimes@wabsa.com

Buyer's Broker: NONE

Property: A 6.98 acre tract of land situated in John B. Morford Survey No. 8, Abstract No. 522, being a portion called 92.19 acre tract (located in Abstract No. 522) being described in deed recorded in Volume 84, Page 148 in Deed Records of Wharton County, Texas, also identified as Tract 5-A in deed conveyed to Appling Interests, LTD in deed recorded in Volume 235, Page 361 in Official Records of Wharton County, Texas, said 6.98 acre tract being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

Title Company: Mid-Coast Title Company, Inc.

Address: 207 West Jackson Street  
El Campo, Texas 77437

Attention: \_\_\_\_\_

Phone: 979-543-1369

Fax:

E-mail:

Purchase Price: The final Contract Sum payable by the El Campo Little League Association to Polasek Construction pursuant to that certain Standard Form of Agreement Between Owner and Design Builder dated March 5, 2013 including Exhibit A Terms and Conditions, Exhibit B Determination of the Cost of the Work, Exhibit C Insurance and Bonds and Document A133-2009 Exhibit A, Guaranteed Maxim Price Amendment, dated June 11, 2013 ("Design-Build Agreement"); said Design-Build Agreement being attached hereto and incorporated herein for all purposes as Exhibit G.

Earnest Money: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

Additional Earnest Money: As additional consideration for this Real Estate Sales Contract, Buyer will pay as additional earnest money the payments as they become

due to the Design-Builder under the Design-Build Agreement attached as Exhibit G; provided however; retainage shall not be payable until Closing. The Additional Earnest Money shall be applied to the Purchase Price.

County for Performance: Wharton County

**A. Deadlines and Other Dates**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three (3) days after the last of the signatures of Buyer and Seller.
2. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of UCC Search: Not Applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Thirty-five (35) days after the Effective Date.
6. Delivery of Title Objections: Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Seller's records as specified in Exhibit C and Notices, Statements and Certificates as specified in Exhibit D: Ten (10) days after the Effective Date.
8. End of Inspection Period: Ten (10) days after the Effective Date.
9. Closing Date: Ninety (90) days after the Effective Date or thirty (30) days after completion of the construction on the subject property, whichever is earliest.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer

**B. Closing Documents**

1. At closing, Seller will deliver the following items:

Special Warranty Deed

IRS Non-foreign Person Affidavit

Evidence of Seller's authority to close this transaction

Lien release, if any, as required by section K(2)(f).

2. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Lien release, if any, as required by section K(2)(f).

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared on the form attached as Exhibit E.

### **C. Exhibits**

The following are attached to and are a part of this contract:

Exhibit A – Description of the Land

Exhibit B – Representations; As is, Where is

Exhibit C – Seller's Records

Exhibit D – Notices, Statements, and Certificates

Exhibit E – Form of Deed

Exhibit F – Construction Rider

Exhibit G - Standard Form of Agreement Between Owner and Design Builder dated March 5, 2013 between El Campo Little League Association and Polasek Construction, Inc. including Exhibit A Terms and Conditions, Exhibit B Determination of the Cost of the Work, Exhibit C Insurance and Bonds and Document A133-2009 Exhibit A Guaranteed Maxim Price Amendment, dated June 11, 2013 ("Design-Build Agreement")

### **D. Purchase and Sale of Property**

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. **Seller and Buyer agree that this Agreement shall not be binding upon or enforceable against Buyer until the Board of Trustees of the El Campo Independent School District has approved this Agreement in a properly noticed open meeting of the Board of Trustees.**

### **E. Interest on Earnest Money**

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

## **F. Title and Survey**

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *UCC Search.* Not applicable.

5. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2 and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5. Buyer will cause the Survey, if required, to be delivered by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.6 ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that

arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

## **G. Inspection Period**

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.7.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

c. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;

d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and

e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

## **H. Representations**

The Seller's representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

## **I. Condition of the Property until Closing; Cooperation; No Recording of Contract**

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for ongoing construction, reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will

promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

## **J. Termination**

1. *Disposition of Earnest Money after Termination.*
  - a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, within five (5) days of receipt of Buyer's termination notice, Title Company shall deliver the Earnest Money to Buyer, less \$100 and less any additional earnest money already paid, as payments due, pursuant to the Design-Build Agreement, which will be paid to Seller or for the benefit of Seller, as consideration for the right granted by Seller to Buyer to terminate this contract.
  - b. *To Seller.* If Seller terminates this contract in accordance with Seller's right to terminate due to Buyer's default, Buyer will, within five (5) days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.
2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

## **K. Closing**

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:
  - a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
  - b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
  - c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
  - d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
  - e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.
2. *Transaction Costs.*
  - a. *Seller's Costs.* Seller will pay the costs to obtain and deliver releases of all liens to be released at closing, Seller's incurred expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay all escrow fees charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees. Further, Buyer will pay the basic charge for the Title Policy; the costs to prepare the deed; the costs to record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes and the costs to deliver copies of the instruments described in section A.5.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing, if any, will be paid by Buyer at Closing Date Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- (2) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.

d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.

e. *Post-closing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

f. *Brokers' Commissions.* Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each

party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

#### **L. Default and Remedies**

1. *Seller's Default.* If Seller fails to substantially perform any of its obligations under this contract or if any of Seller's representations are materially untrue and incorrect as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 and less any additional earnest money already paid, as payments due, pursuant to the Design-Build Agreement, as described above, returned to Buyer. If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date not to exceed \$1,000.00 within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller shall have as its sole and exclusive remedy, the following:

a. *Termination; Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs related to the sale of the Property after the Effective Date and Seller terminates this contract in accordance with the previous sentence, Buyer shall also pay to Seller as liquidated damages Seller's actual out-of-pocket expenses incurred and related to the sale of the Property after the Effective Date within ten (10) days after Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.

b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract.

3. *Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money, in the case of Buyer's default, and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

#### **M. Miscellaneous Provisions**

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, [electronic mail] or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given if the attorneys have been identified by the parties.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in Wharton County, Texas. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Option to Purchase.* The parties agree that Seller shall reserve the right to repurchase the subject property prior to Buyer conveying/selling the subject property to a third-party at a purchase price equal to the original Purchase Price plus capital improvements paid by Buyer less depreciation (amortized cost), amortized on a TWENTY-FIVE (25) year schedule, as set out in the Parties' Facility Use Agreement. Buyer shall provide Seller with ninety (90) days' notice of any proposed sale.

15. *Facility Use Agreement.* The parties agree that this contract is subject to the parties entering into a mutually agreeable Facility Use Agreement prior to the Closing.

16. *Restrictive Covenants.* Buyers agree that any improvements to the subject property shall be of a similar scheme and style as the improvements of the adjacent El Campo Youth Baseball, Inc.'s baseball park/complex.

(SIGNATURE PAGE FOLLOWS.)

**SELLER:**  
EL CAMPO YOUTH BASEBALL, INC.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**  
BOARD OF TRUSTEES OF THE EL CAMPO  
INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Mark Pool, Superintendent of Schools

Date: \_\_\_\_\_

Title Company acknowledges receipt of Earnest Money in the amount of \$\_\_\_\_\_ and a copy of this contract executed by both Buyer and Seller.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF THE LAND**

## EXHIBIT B

### REPRESENTATIONS; AS IS, WHERE IS

#### A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.
9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

10. *No Warranty.* Seller has made no warranty except the limited warranty of title in connection with this contract.

**B. “As Is, Where Is”**

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER’S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A OF THIS EXHIBIT B.

THE PROPERTY INCLUDING ALL IMPROVEMENTS WILL BE CONVEYED TO BUYER IN AN “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

## **EXHIBIT C**

### **SELLER'S RECORDS**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

#### **Governmental**

governmental licenses, certificates, permits, and approvals

tax statements for the current year

notices of appraised value for the current year

records of regulatory proceedings or violations (for example, condemnation, environmental)

#### **Land**

soil reports

environmental reports

engineering reports

prior surveys

site plans

## **EXHIBIT D**

### **NOTICES, STATEMENTS, AND CERTIFICATES**

The following notices, statements, and certificates shall be delivered by Seller to Buyer by the deadline set out in section A.7:

Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in sections 49.452 and 54.016(h)(4)(A) of the Texas Water Code, with the form of notice to be used being dependent on whether the property is (1) located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (2) located in whole or in part within the corporate boundaries of a municipality, or (3) not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities

Seller's disclosure of the location of pipelines under the surface of unimproved property to be used for residential purposes, described in section 5.013 of the Texas Property Code

Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code

Notice containing the sale of property located outside the limits of a municipality that the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code

**EXHIBIT E**

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

**WARRANTY DEED**

**Date:** \_\_\_\_\_

**Grantor:** EL CAMPO YOUTH BASEBALL, INC.

**Grantor’s Mailing Address:** 101 W. Burleson Street  
Wharton, Texas 77488

**Grantee:** BOARD OF TRUSTEES OF THE EL CAMPO  
INDEPENDENT SCHOOL DISTRICT

**Grantee’s Mailing Address:** 700 W. Norris  
El Campo, Texas 77437  
Wharton County

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

**Property** (including improvements):

[PROPERTY DESCRIPTION]

**Reservations from Conveyance:** [RESERVATIONS]

OPTION TO REPURCHASE. Grantor reserves the right to repurchase the subject property prior to Grantee conveying/selling the subject property to a third-party at a purchase price equal to the original Purchase Price plus capital improvements paid by Grantee less depreciation (amortized cost), amortized on a TWENTY-FIVE (25) year schedule, as set out in the Facility Use Agreement. Grantee shall provide Grantor with ninety (90) days’ notice of any proposed sale/conveyance.

**Exceptions to Conveyance and Warranty:** [PERMITTED EXCEPTIONS]

Restrictive Covenants. Grantee agree that any improvements to the subject property shall be of a similar scheme and style as the improvements of the adjacent El Campo Youth Baseball, Inc.’s baseball park/complex

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty when the claim is by, through or under Grantor but not otherwise..

THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY AND ALL IMPROVEMENTS ARE BE CONVEYED TO AND ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE, ARE DISCLAIMED.



## **EXHIBIT F**

### **CONSTRUCTION RIDER**

Subject to review and approval by Buyer, which approval shall not be unreasonably denied or delayed, Seller shall have sole responsibility for all construction and improvements on the Subject Property, including but not limited to the following:

- a. all communication and instructions to the general construction contractor for all construction and improvements on the Subject Property;
- b. payment of all expenses and costs related to construction;
- c. obtaining all necessary permits, approvals or variances related to construction, and
- d. any and all changes and revisions to construction plans and designs.
- e. any and all changes to scope of work and costs approved by Buyer shall be included in the Purchase Price.

**EXHIBIT G**  
**DESIGN-BUILD AGREEMENT**

## FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (A<sup>Agreement</sup>) is made and entered into by and between the EL CAMPO INDEPENDENT SCHOOL DISTRICT (A<sup>District</sup>) and the EL CAMPO YOUTH BASEBALL, INC., (A<sup>Little League</sup>).

1. District and Little League hereby agree that, on the terms and conditions set forth herein, District shall permit Little League to use the following described property (A<sup>Premises</sup>): High School Baseball and Softball Complex. The High School Baseball and Softball Complex is located on a 6.98 acre tract of land described in Exhibit A, attached hereto and incorporated herein for all purposes.

2. The purpose of this lease is that the Little League shall use the said Premises only for the purposes of the Little League, junior league and senior league games and tournaments and activities directly related thereto (“Permitted Use”). If El Campo Youth Baseball, Inc. in the future becomes affiliated with another nonprofit organization providing baseball activities for young people, the games and tournaments of that organization shall be Permitted Uses. Upon written approval of the District and payment of the District’s then-current facility use fees, any third-party may use the Premises for baseball games and tournaments (e.g., “Select” games and tournaments, so long as not in conflict with Little League’s Permitted Uses). All activities conducted or sponsored by Little League on the Premises shall be under the direct supervision of Little League.

3. The initial term (A<sup>Initial Term</sup>) of this Agreement shall be twenty-five (25) years from the date of execution by both parties unless sooner terminated in accordance with the terms hereof. The Agreement shall automatically renew for additional five (5) year terms (each a “Renewal Term”) unless either party notifies the other party that it will not renew the Agreement not less than ninety (90) days before the end of the then-current term.

A. If the District notices non-renewal of the Agreement at the end of the Initial Term or any Renewal Term, upon written request by the Little League prior to the end of the then-current term, the District shall convey the Premises to the Little League for a purchase price equal to the (1) original Purchase Price less depreciation amortized on a twenty-five (25) year schedule plus (2) the cost of capital improvements to the Premises made by the District less depreciation amortized on a twenty-five year (25) schedule unless the parties agree on a different depreciation schedule..

B. If the Little League notices non-renewal of the Agreement at the end of the Initial Term or any Renewal Term.

4. INTERFERENCE WITH SCHOOL ACTIVITIES. Little League’s use of school facilities shall not interfere with school activities. No later than one (1) month prior to opening day, the Little League will supply to the District a schedule indicating the anticipated dates and times of use of the District’s facilities, including the Premises.

6. SECURITY OF THE CAMPUS. The Little League will provide adequate security during its use of the District facilities so as to prevent any damage or destruction, whether willful or negligent, of District property. In particular, the Little League will supervise players and spectators so as to prevent any accidental or deliberate damage to school buildings and equipment.

7. Little League acknowledges and agrees that the Premises are in good order and repair. Little League shall be responsible for all repairs to the Premises during the Term directly related to Little League use, if said use is outside the ordinary course of use.

8. UTILITIES. District shall have full responsibility for all utility costs related to the Premises. Utility costs include the regular usage fee during the season as well as monthly charges during the remainder of the year.

9. KEYS. The District will provide Little League with keys to the Premises at the beginning of the season. The keys SHALL NOT BE DUPLICATED and must be returned to the District at the end of the term of this agreement. Little League will provide written notification to the District of the names of the persons in possession of the keys.

10. MAINTENANCE.

A. The District will:

- (1) Mow and trim fields as needed.
- (2) Fertilize and exterminate fields as needed.
- (3) Provide waste and sewer service at no charge.
- (4) Water fields and maintain the irrigation system.
- (5) Maintain electrical service and lighting.

B. Little League will, as needed, on Little League game day:

- (1) Maintain the infields including the base lines and pitching mounds. These will be raked and dragged as needed to maintain a safe playing environment.
- (2) Pick up all trash on the Premises each night the fields are used and place trash in the dumpster.
- (3) Empty trash cans .
- (4) Clean the concession stand periodically, as need
- (5) Smooth out and water down the pitcher mound and home plate after the last Little League game each day.
- (6) Clean the restrooms after each day of Little League use.
- (7) Reimburse the District for repair of the Premises which results from vandalism or misuse during use by Little League.

C.: Little League will not:

- (1) Alter base lines, base plate locations or pitching mounds without District approval.

(2) Use lime or ARound-Up@ on the Premises.

11. CONCESSIONS. Little League, at Little League=s sole cost and expense, may operate concessions at the concession stands. No agreement between Little League and any vendor of beverages of other goods shall (1) be binding on or obligate the District or (2) conflict with any agreement between the District and any vendor of beverages of other goods.

12. Little League shall not, without first obtaining the written consent of District, make any alterations additions or improvements in, to or about the Premises.

13. Little League acknowledges and agrees that all costs associated with additions, improvements or modifications to the Premises shall be paid by Little League. Any physical additions, improvements or modifications to the Premises made by Little League will become the property of District.

14. Little League shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Little League. The Little League recognizes that State law mandates that no alcohol beverages shall be on school grounds and shall inform their general clientele of this rule and shall take steps to have any violators informed and removed from school grounds if necessary.

15. Little League shall not assign all or any portion of this Agreement or sublet all or any portion of the Premises without the prior written consent of District.

16. District shall not be liable to Little League or to Little League=s agents, guests, representatives or invitees, or to any other person, for any injury to persons or damage to property occurring on or about the Premises. Little League shall indemnify, defend and hold harmless District, and its past, present and future trustees, officers, directors, employees and representatives, whether specifically named herein or not, in demands, damages, expenses, fees, fines, penalties, suits, proceedings and actions of any and every kind and nature arising out of or in any way connected with such damage or injury. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and/or liabilities incurred by District and/or District=s affiliates from the first notice that any claim or demand is to be made or may be made.

17. Throughout the Term hereof, Little League shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance insuring Little League, District, and District=s affiliates against any and all liability for injury to or death of a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Premises by Little League or by the condition of the Premises. Such policy or policies shall contain a blanket contractual liability endorsement (including the contractual liability of Little League to indemnify District contained herein) and shall contain a combined single limit of not less than \$ 2,000,000.00 in respect of injuries to or death of any

person(s), or property damaged or destroyed, or such other limits as may be required by District, and shall be written by an insurance company or companies satisfactory to District and licensed to do business in the State of Texas. Little League shall provide District with a Certificate or Certificates of Insurance showing District as additional insured. Little League shall obtain a written obligation on the part of each insurance company issuing a policy or policies to Little League to notify District at least 30 days prior to any cancellation of, or material change of coverage under, any such policy(ies). If Little League fails to comply with the foregoing requirements District may terminate this Agreement upon notice to Little League and Little League's failure to cure breach within 10 days.

18. No failure of District to enforce any provision hereof shall be deemed to constitute a waiver of such provision or of any of District's rights hereunder.

19. Any notice given hereunder shall be given by mailing the same, certified mail, return receipt requested, postage prepaid, to the parties at the addresses appearing below, or to such other address as may be designated by a party pursuant to notice given as described herein.

District

Little League

El Campo Independent School District  
700 W. Norris  
El Campo, Texas 77437

El Campo Youth Baseball, Inc  
101 W. Burlison Street  
Wharton, Texas 77488

20. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. This Agreement supersedes and makes void all prior Facility Use Agreements between District and Little League regarding the Premises.

21. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

22. The provisions of this agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

23. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. Nothing in this agreement shall be deemed to

create a partnership, agency, or joint venture relationship.

24. This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, or other consideration under this Agreement.

**LITTLE LEAGUE:**

**EL CAMPO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Pool, Superintendent  
Date: \_\_\_\_\_

**Agenda Item Summary Sheet (4 A.1)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

<b>Consent Agenda: Governance</b>	Minutes of Previous Meetings  A. October 15, 2013 – Regular Meeting
<b>Summary</b>	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.
<b>ECISD Board Policy</b>	BE (LOCAL), BOARD MEETINGS
<b>Effective Date</b>	November 19, 2013.
<b>Previous Board Action</b>	The Board approves minutes at each regular monthly meeting.
<b>Future Action Expected</b>	The Board approves minutes at each regular monthly meeting.
<b>Background Information and Significant Issues</b>	None.
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	An accurate record of all discussions and actions by the Board of Trustees is maintained.
<b>Procedural and Reporting Implications</b>	After approval minutes are filed with the official records of the District.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.

**Attachments**

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

1. Regular Meeting – October 15, 2013 at 7:00 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  
October 15, 2013**

The Board of Trustees of the El Campo Independent School District met in a Regular Session October 15, 2013 at the El Campo Independent School District Administration Office, 700 W Norris Street, El Campo, Texas.

**MEMBERS PRESENT:** Tommy Turner, Ralph Novosad, David Hodges, Cecil Davis, James Russell, Timothy Supak, J. J. Croix

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Mark Pool, David Bright, Carolyn Gordon, Kelly Waters, Dianne Cerny, Scott Gelardi, V. Rod, Marta Reyna Vasquez, Chris Davlin, Daniel G. Vasquez, Molly Kresta, Mauri Couey, Ashley R. Schmidt, Wendy Valenta, Donald Sutton, Carl Woodworth, Matthew Zahn, Pat Krpec, David Rose

Board President Tommy Turner called the meeting to order at 7:03 p.m. Tim Supak gave the opening prayer followed by the Pledge of Allegiance. There was a quorum present.

**PUBLIC COMMENT:** A public comment was made by Maria Vasquez in reference to her grandchildren and that a registered sex offender was allowed on campus to pick them up and to eat lunch with them.

**RECOGNITION:** There was no recognition.

**CONSENT AGENDA:** A motion was made by James Russell and seconded by Ralph Novosad to approve the consent agenda with corrections to the minutes of the August 27, 2013 Special Meeting and the October 7, 2013 Special Meeting:

- A. Governance
  - 1. Remove from the Table Agenda item 4.A.1 and 4.A.2, which were tables on September 17, 2013
  - 2. Consider Approval of September 17, 2013 Agenda Items 4.A.1 and 4.A.2
    - a. Minutes of Previous Meeting
      - 1. August 27, 2013
      - 2. September 10, 2013 – Special Meeting for Curriculum and Instruction Workshop
    - b. Consider Approval of Campus Attendance Committee Members
  - 3. Consider Approval of the Minutes
    - a. September 17, 2013 – Regular Meeting
    - b. October 7, 2013 – Joint Workshop with the City of El Campo
  - 4. Consider Approval of Parameters for 2014 – 2015 School Calendar
  - 5. Appoint Representative for Central Appraisal District board
- B. Business and Support Service
  - 1. Review of Monthly Financial Reports
  - 2. Monthly Review of Checks Written for the Month of September, 2013
- C. Personnel

- D. Curriculum and Instruction
  - 1. Approve Campus Goals and Performance Objectives in Campus Improvement Plans
- E. Students

Motion carried unanimously.

### ***BUSINESS AND OPERATIONS***

**REPORT ON SALE OF SERIES 2013 REFUNDING BONDS:** Mr. Pool reported the sale of Series 2013 Refunding Bonds.

**UPDATE ON CAPITAL IMPROVEMENT PROJECTS:** Mr. Pool gave an update on the progress of the Capital Improvement Projects.

**CONSIDER APPROVAL OF REAL ESTATE SALES CONTRACT AND FACILITIES USE AGREEMENT WITH EL CAMPO LITTLE LEAGUE:** A motion was made by James Russell and seconded by Cecil Davis to table the approval of Real Estate Sales Contract and Facilities Use Agreement with El Campo Little League. Motion carried unanimously.

**DISCUSSION ON CITY'S GIS PROPOSAL TO WHARTON COUNTY CAD:** Mr. Pool discussed the City's GIS proposal to Wharton County CAD for the payment of maintenance fees by Wharton County school districts.

### ***CURRICULUM AND INSTRUCTION***

**REPORT ON NUMBER OF STUDENTS ACHIEVING LEVEL III – ADVANCED ACADEMIC PERFORMANCE ON STATE ASSESSMENTS:** Kelly Waters, Assistant for Curriculum and Instruction and Mr. Pool reported on advanced academic performance on state assessments and on the number of students achieving Level III.

### ***GOVERNANCE***

**DISCUSS APPOINTMENT OF A COMMUNITY FACILITIES ADVISORY COMMITTEE:** The Board discussed the appointment of a Community Facilities Advisory Committee. Each board member will present eight names for appointment to the committee.

**APPOINT MEMBERS TO SERVE ON JOINT COMMITTEE FOR NORRIS STREET PROJECT:** Tommy Turner, President of the Board of Trustees, appointed Ralph Novosad and Cecil Davis to the Joint Committee for Norris Street Project.

### ***CLOSED SESSION***

**EXECUTIVE SESSION:** The president of the Board called for an Executive Session as authorized by 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; The president of the Board called for an Executive Session as authorized by Texas Government code § 551.071(1) CONSULTATION WITH ATTORNEY; to discuss pending or contemplated litigation;

The president of the Board called for an Executive Session as authorized by Texas Government code § 551.072(1) DELIBERATION REGARDING REAL PROPERTY, to Discuss the Value of Real Property:

The Board entered Executive Session at 8:26 p.m. and reconvened in open session at 9:08 p.m. to take the following action:

No action taken.

***PERSONNEL***

***SUPERINTENDENT'S REPORT***

- A. Governance
  - 1. Preliminary Agenda for November 19, 2013
  - 2. November Activity Calendar
  - 3. District and Campus Site-Based Committee Membership
- B. Business and Support Services
- C. Personnel
  - 1. Annual Staffing Report for Beginning of School
- D. Curriculum and Instruction
- E. Students
  - 1. Beginning of School Enrollment
  - 2. Monthly DAEP Report
  - 3. Monthly SRO Report
- F. Community and Governmental Relations
  - 1. Legislative Update

There being no further discussion, the meeting adjourned at 9:09 p.m.

DRAFT

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PRESIDENT

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SECRETARY

**Agenda Item Summary Sheet (4 A.2)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:  
Governance**

Superintendent Performance Evaluation Process

**Summary**

According to the *Texas Education Code § 21.354(c)* the Board must appraise the Superintendent annually using either:

- The commissioner's recommended appraisal process and criteria; or
- An appraisal process and performance criteria that are:
  - Developed by the District in consultation with the District- and campus-level committees; and
  - Adopted by the Board.

*Texas Education Code § 39.054(3)(c)* additionally requires that the information in the annual report describing the educational performance of the District must be a primary consideration of the Board in evaluating the Superintendent.

**ECISD Board Policy**

BJCD (LOCAL), SUPERINTENDENT: EVALUATION

**Effective Date**

December 31, 2013

**Previous Board Action**

The Board annually evaluates the Superintendent's performance in January.

**Future Action Expected**

The Board annually evaluates the Superintendent's performance in January.

**Background Information and  
Significant Issues**

According to policy, the Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals and may at any time conduct and communicate oral evaluations to augment its written evaluations. The written evaluation shall be based on the Superintendent's job description and other criteria identified by the Board.

The Board must furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in closed meeting.

The policy also lists the objectives that the Board will strive to accomplish in conducting the Superintendent's evaluation:

1. Clarify to the Superintendent his or her role, as seen by the Board.
2. Clarify to Board members the Superintendent's role, according to the Board's written criteria, as expressed in the Superintendent's job description and the District's goals and objectives.
3. Foster an early understanding among new Board members of the evaluation process and the Superintendent's current performance objectives and priorities.
4. Develop and sustain a harmonious working relationship between the Board and the Superintendent.
5. Ensure administrative leadership for excellence in the District.

**Fiscal Impact**

None.

**Student and Public Benefit**

Students and the public benefit by there being a clear understanding between the Board and Superintendent of exactly what the Board expects the Superintendent to accomplish.

**Procedural and Reporting Implications**

Complete individual evaluation instruments and come together in a special meeting on a date to be determined by the Board, prior to the regular meeting on January 21, 2014 to reach a consensus on the evaluation.

**Public Comments**

None.

**Alternatives**

None.

**Other Comments and Related Issues**

None.

**Attachments**

- Proposed Evaluation Instrument for 2013

**Contact Person(s)**

Mark Pool, Superintendent of Schools

**Action Required**

Motion, second and majority vote to approve the 2013 Superintendent Performance Evaluation Process and Instrument.

**Superintendent's Recommendation**

I recommend that you approve the 2013 Superintendent Performance Evaluation Process and Instrument as a part of the Consent Agenda.

**Mark Pool, Superintendent of Schools**

# El Campo Independent School District

## Superintendent Evaluation – Individual Response Form

Superintendent: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Board Member: \_\_\_\_\_

### Part I: Performance Goals

*Directions:*

*Review each performance goal and determine whether it has been accomplished or not.*

#### Comprehensive District Goal No. 2 – Effective Personnel

Over the next eighteen months the Superintendent will research and explore the feasibility of implementing the Texas TAP System. TAP's comprehensive, research-driven reform model provides career advancement opportunities; continuous on-site professional development; a fair, transparent accountability system; and differentiated compensation for teachers based on their performance in the classroom and the performance of their students. Regular progress reports will be made to the Board of Trustees.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ In Progress

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Comprehensive District Goal No. 3 – Provide a Safe Environment**

Prior to the beginning of the 2012-2013 school year the Superintendent will lead the campus administration in the development and implementation of a student behavior management program that is consistent throughout the district. The program will contain research-based interventions that can be implemented for students referred through the RtI process for behavior issues. The program may also contain a character and social skills development component, as well as a component for the prevention of bullying. Regular reports will be made to the Board of Trustees and recommendation will be made for approval.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ In Progress

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comprehensive District Goal No. 1 – Increase Student Achievement**

During the 2012-2013 school year the Superintendent will work with the special board committee appointed to establish standards for measuring progress of student academic achievement. The committee will look at a number of indicators of student achievement, including but not limited to: STAAR and EOC exam scores; District Common Assessment scores; SAT and ACT scores; AP exam scores; college readiness indicators; vocational certifications and licenses; and indicators of value-added student growth. Indicators will be compiled into an instrument the Board will use to monitor student academic achievement. The Board will be given periodic reports on the development of this instrument and asked to approve the final version.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ In Progress

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comprehensive District Goal No. 5 – Improve Public Support and Confidence in Schools**

Over the next twelve months the Superintendent will work with district staff and members of the community to complete the development of the ECISD Education Foundation.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ In Progress

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comprehensive District Goal No. 5 – Improve Public Support and Confidence in Schools**

Over the next eighteen months the Superintendent will continue to implement new ways to communicate with parents and community patrons including the use of both social networking and print and broadcast media.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ In Progress

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comprehensive District Goals No. 2-6 – Effective Personnel; Provide a Safe Environment; Effectiveness and Efficiency; Improve Public Support and Confidence in Schools; and Focus on a Positive District Culture**

During the 2012-2013 school year the Superintendent will work with the special board committee appointed to establish standards for measuring progress of student academic achievement. The committee will look at a number of indicators to be considered in determining whether or not the district is achieving Comprehensive District Goals 2-6. Indicators will be compiled into an instrument the Board will use to monitor progress toward accomplishment of these goals. The Board will be given periodic reports on the development of the instrument and asked to approve the final version.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    \_\_\_\_\_ In Progress

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Part II: Duties and Responsibilities

Rating Scale:	5	Exceptional	Progress exceeds expectations
	3	Proficient	Progress meets expectations
	1	Needs Improvement	Progress is insufficient

*Directions:*

1. Rate each of the duties and responsibilities using the above scale.
2. Calculate an average performance rating for each job responsibility category.
3. Comments are welcome in each area, but must be provided to document any rating of Needs Improvement.

### School / Organizational Climate

In the area of school / organizational climate, the Superintendent is responsible for:

\_\_\_\_\_ Being informed on all aspects of the instructional program and ensuring that there is a continuous focus on improving student academic performance.

\_\_\_\_\_ Working with the staff, Board, and community in curriculum planning.

\_\_\_\_\_ Developing, evaluating and annually revising the District improvement plan, with the assistance of the District-level committee.

\_\_\_\_\_ Promoting goal-oriented performance and support for those involved in achieving District and campus performance objectives.

\_\_\_\_\_ Conducting periodic evaluations of all programs and operations to determine improvements needed and to foster attainment of District and campus improvement plans.

\_\_\_\_\_ Assisting the Board in evaluating the effectiveness of school programs.

\_\_\_\_\_ Demonstrating skill in anticipating, managing, and resolving conflict.

**Total \_\_\_\_\_ ÷ 7 = \_\_\_\_\_ Average Performance Rating for School/Organizational Climate**

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Personnel Management

In the area of personnel management, the Superintendent is responsible for:

\_\_\_\_\_ Recommending the number, types, and organization of positions, including central administration, needed to carry out District functions effectively.

\_\_\_\_\_ Performing duties established by the Board regarding the recommendation, employment, suspension, and dismissal of employees.

\_\_\_\_\_ Assigning and reassigning all personnel, and exercising final placement authority for educators transferred because of enrollment shifts or program changes.

\_\_\_\_\_ Directing and supervising the staff evaluation program and providing effective two-way communication with District personnel.

\_\_\_\_\_ Serving as a liaison between the Board and staff.

\_\_\_\_\_ Developing and recommending pay systems, and recommending pay increases or adjustments for personnel.

\_\_\_\_\_ Supporting staff development and other professional development programs.

\_\_\_\_\_ Promoting a positive work environment that fosters high staff morale and excellence within the District.

**Total \_\_\_\_\_ ÷ 8 = \_\_\_\_\_ Average Performance Rating for Personnel Management**

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Administration and Fiscal / Facilities Management

In the area of administration and fiscal / facilities management the Superintendent is responsible for:

\_\_\_\_\_ Being informed of developments in state, federal, and local laws and public policy affecting education.

\_\_\_\_\_ Accurately preparing and submitting in a timely manner any and all reports required by the Board, TEA, other federal and state agencies, and any records subpoenaed by a court of law.

\_\_\_\_\_ Directing and supervising all financial accounting and ensuring that funds are expended legally, in accordance with the approved budget, and controlled effectively.

\_\_\_\_\_ Ensuring District compliance with all applicable state and federal requirements.

\_\_\_\_\_ Ensuring that the school plant and facilities are properly maintained and that adequate provision is made for safety of students, employees, and other users of school facilities.

\_\_\_\_\_ Monitoring District property, casualty, and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

**Total \_\_\_\_\_ ÷ 6 = \_\_\_\_\_ Average Performance Rating for Adm and Fiscal/Facilities Mgt**

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Student Services and Management

In the area of student services and management the Superintendent is responsible for:

\_\_\_\_\_ Ensuring a favorable educational environment through the implementation of an equitable and efficient system of student behavioral management.

\_\_\_\_\_ Working with staff, Board, and community in planning and implementing support services for students.

**Total \_\_\_\_\_ ÷ 2 = \_\_\_\_\_ Average Performance Rating for Student Services Management**

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## School-Community Relations

In the area of school-community relations the Superintendent is responsible for:

\_\_\_\_\_ Developing and implementing effective communication between the schools and community, and promoting community support and involvement with the schools.

\_\_\_\_\_ Representing the District in activities involving other school systems, institutions, agencies, and professional community groups.

\_\_\_\_\_ Interpreting Board policies to the staff, parents, and community.

**Total \_\_\_\_\_ ÷ 3 = \_\_\_\_\_ Average Performance Rating for School-Community Relations**

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Professional Growth and Development

In the area of professional growth and development the Superintendent is responsible for:

\_\_\_\_\_ Formulating, with the Board, an annual Superintendent's professional development plan and assist the Board in designing a process for evaluating the Superintendent's performance.

\_\_\_\_\_ Pursuing professional development through reading, attending conferences, and being involved with related agencies.

**Total \_\_\_\_\_ ÷ 2 = \_\_\_\_\_ Average Performance Rating for Professional Growth / Develop**

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Board-Superintendent Relations

In the area of board-superintendent relations the Superintendent is responsible for:

\_\_\_\_\_ Assisting the Board in identifying individual and team training needs, and in arranging training opportunities.

\_\_\_\_\_ Preparing the Board agendas and meeting materials in cooperation with the Board president.

\_\_\_\_\_ Attending and participating in all meetings of the Board except closed meetings when the Board desires to discuss such matters as the Superintendent's contract or evaluation privately.

\_\_\_\_\_ Keeping the Board continuously informed on issues, needs, and operations of the District.

\_\_\_\_\_ Exercising discretion and good judgment in matters not covered by Board policy.

\_\_\_\_\_ Serving as custodian of all minutes and records of the Board.

\_\_\_\_\_ Communicating with the District's attorney on matters in litigation or potential litigation except as otherwise directed by the Board.

\_\_\_\_\_ Performing related duties assigned by action of the Board.

**Total \_\_\_\_\_ ÷ 8 = \_\_\_\_\_ Average Performance Rating for Board-Superintendent Relations**

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Part III: Commissioner-Recommended Student Performance Domain Worksheet**

The attached worksheet is to be completed by the Superintendent for the Board to use when considering student performance data in its annual evaluation of the superintendent's performance.

The information on this worksheet should be used as only one indicator of the success of the Superintendent in managing specified areas of District operations for increased student performance.

The Board should review the information on this worksheet as part of its local procedures for setting goals with the Superintendent for the next evaluation cycle. District student performance identified on the worksheet as needing to be addressed should be reflected in appropriate locally developed goals.

### **Part III: Annual Performance Summary**

**Performance Summary Statement by Board of Trustees:**

**Comments by Superintendent:**

_____	_____	_____	_____
<b>Board President</b>	<b>Date</b>	<b>Superintendent</b>	<b>Date</b>

**Agenda Item Summary Sheet (4 B.3)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:** Resolution to Commit District Fund Balance

### **Business and Operations**

#### **Summary**

At the regular meeting on November 11, 2011, the Board approved the El Campo ISD Fund Balance Policy that was revised to comply with GASB 54. (A copy of the policy is attached.)

The Governmental Accounting Standard Board (GASB) released Statement 54 —“Fund Balance Reporting and Governmental Fund Type Definitions” —requires that prior to the end of the fiscal year a resolution must be adopted by the Board of Trustees that “commits fund balance to specific purpose(s) . . . , but the amount(s), if any, which will be subject to the constraint, may be determined in the subsequent period.” The committed amounts may be determined when the audited fund balance amounts are known after the fiscal year end.

At the August 27, 2013, meeting by resolution (a copy of the resolution is attached), the Board committed fund balance to the following specific purposes:

- Campus Activity Funds
- Child Nutrition Funds
- Family Crisis Fund
- Non-Permanent High School Scholarship Funds
- Permanent High School Scholarship Funds

We are now recommending the amounts to be committed to each of these funds.

**ECISD Board Policy** CE (LOCAL), ANNUAL OPERATING BUDGET

**Effective Date** 2013-2014 Fiscal Year.

**Previous Board Action** Original resolution to commit district fund balance was approved by the Board at the Regular Meeting on August 27, 2013.

**Future Action Expected** Resolution will be considered annually to commit fund balance.

<b>Background Information and Significant Issues</b>	<p>In addition to the resolution passed on August 27, 2013, that committed an additional \$50,000 for future Turf replacement at the El Campo I.S.D. High School Stadium and named the five funds for which fund balance would be committed, we are now recommending a Resolution that commits specific dollar amounts to those funds:</p> <ul style="list-style-type: none"> <li>• Campus Activity Funds \$70,373.30</li> <li>• Child Nutrition Funds \$494979.16</li> <li>• Family Crisis Fund \$42.56</li> <li>• Non-Permanent High School Scholarship Funds \$40,621.79</li> <li>• Permanent High School Scholarship Funds \$24,842.56</li> </ul>
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	The public will see a more structured classification for reporting fund balance.
<b>Procedural and Reporting Implications</b>	Once approved, amounts will be subject to annual financial audit.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Copy of Fund Balance Policy</li> <li>• Copy of August 27, 2013, Resolution to Commit Fund Balance that designated an additional \$50,000 for turf replacement and specified the five funds to which fund balance would be committed</li> <li>• Copy of Resolution to Commit Fund Balance that specifies the dollar amount to be committed to each of the five funds approve in August</li> </ul>
<b>Contact Person(s)</b>	David Bright, Assistant Superintendent of Finance and Operations
<b>Action Required</b>	Motion, second and majority vote to approve the proposed Resolution to Commit Fund Balance.

**Superintendent's  
Recommendation**

I recommend that the Board approve the proposed Resolution to Commit Fund Balance as a part of the Consent Agenda.

**Mark Pool, Superintendent of Schools**

# El Campo ISD

## Fund Balance Policy

(Revised for GASB 54)

### *Purpose*

The purpose of this policy is to establish a key element of the financial stability of the District by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the District maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the District's general operations.

### *Classifications of Fund Balance*

A fund's equity - commonly referred to as 'fund balance' - is generally the difference between its assets and its liabilities. Fund balance will be displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable fund balance** – amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).
- **Restricted fund balance** – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions or by enabling legislation.
- **Committed fund balance** – amounts constrained to specific purposes by the government itself. This requires a formal action by the Board of Trustees. Commitments may be changed or lifted only by the Board of Trustees taking the same formal action that imposed the constraint originally.
- **Assigned fund balance** – amounts *intended* to be used by the District for specific purposes. Intent can be expressed by the Board of Trustees or by an official or body to whom the Board of Trustees delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- **Unassigned fund balance** – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

### *Funds with Non-Spendable Fund Balance*

The Board of Trustees resolves that all special revenue funds with inventory balances or that received nonexpendable trust funds where only the earnings, and not principal, may be used for purposes that support the reporting organization's programs will report non-spendable fund balance for those special revenue funds based on the definition described within this policy.

Non-Spendable fund balances include:

- Child Nutrition Fund (Fund 240) inventory only portion.
- Family Crisis Fund (Fund 479) principal only portion.
- High School Scholarship-Pam American & Class of 1974 (Fund 802) principal only portion.
- High School Scholarship-Wenglar Scholarships (Funds 803-805) principal only portion.

### ***Funds with Restricted Fund Balance***

The Board of Trustees resolves that all special revenue funds which received funds from a grantor agency at the federal, state, or local level and hence are constrained to spend those funds on a specific purpose as dictated by the grantor agency will report restricted fund balance for those special revenue funds based on the definition described within this policy.

Restricted fund balances include:

- Capital Projects Funds (Fund 611) bond proceeds portion.
- Debt Service Funds (Fund 511) for retirement of long-term debt.

### ***Authorization and Action to Commit Fund Balance***

The Board of Trustees is the District's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Board at a District meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

### ***Special Revenue Funds with Committed Fund Balance***

The Board of Trustees is committing fund balance via this fund balance policy for the following Special Revenue Funds:

- Campus Activity Funds (Fund 461) for funds generated at the campuses.
- Child Nutrition Fund (Fund 240) for funds generated by the child nutrition department.
- Family Crisis Fund (Fund 479) for interest earnings only.

### ***Other Funds with Committed Fund Balance***

The Board of Trustees is committing fund balance via this fund balance policy for the following Other Funds:

- Non-permanent High School Scholarship Fund (Fund 801) for funds generated for high school scholarships.
- Permanent High School Scholarship Funds (Funds 802-805) for interest earnings only to be used for high school scholarships.
- Capital Projects Funds (Fund 611) for bond proceeds interest earnings only; and to be used for future acquisition, building, and renovation of capital projects.

***Authorization and Action to Assign Fund Balance***

The District has designated the Superintendent and Business Manager as the officials who are authorized to assign fund balance to a specific purpose as approved by this fund balance policy. Both authorized officials must approve each assignment before the item can be presented in the financial statements. Assignments of fund balance do not require formal action by the Board of Trustees and can be made subsequent to year end.

***Minimum Unassigned Fund Balance***

The District will strive to maintain an unassigned fund balance of not less than 20% of the budgeted operational expenditures in the District's general fund. Due to the volatile nature of a majority of its revenues, it is not deemed excessive for the District to maintain fund balance in the General Fund at a level greater than 33% of the budgeted operational expenditures. The purpose of this unassigned fund balance is to alleviate significant unanticipated budget shortfalls and to ensure the orderly provisions of services. Should unassigned fund balance fall below the goal or has a deficiency, the District will seek to reduce expenditures prior to increasing revenues to replenish fund balance within a reasonable timeframe.

The District will try to avoid using fund balances for recurring operational expenditures. To the extent that the unassigned fund balance exceeds the minimum target, the District may draw upon the fund balance to provide cash financing for capital projects or other one-time purchases. The Board of Trustees may also approve the systematic reduction of any excess fund balance as a tactic to prevent tax increases or offset reductions in State funding.

***Order of Expenditure of Funds***

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by bonds, funds set aside by the Board of Trustees, and unassigned fund balance), the District will start with the most restricted category - spending those funds first - before moving down to the next category with available funds.

**El Campo I.S.D.**  
**Resolution to Commit Fund Balance**

**STATE OF TEXAS**  
**COUNTY OF WHARTON**

**RESOLUTION**

The Board of Trustees of the El Campo Independent School District being convened in Regular Session at the El Campo I.S.D. Administration Office within the boundaries of the El Campo Independent School District, on the 20th day of August, 2013, with a quorum present in the persons of:

Trustees being absent: \_\_\_\_\_

WHEREAS Trustee \_\_\_\_\_ introduced the following order, moved its adoption, and the motion having been seconded by Trustee \_\_\_\_\_ was duly put and carried, said Order reading as follows:

**IT IS HEREBY RESOLVED**, ordered, and directed that the El Campo Independent School District commit the following portions of its August 31, 2013 General Fund unassigned fund balance.

**BE IT RESOLVED**, the District commits an additional \$50,000 for future Turf replacement at the El Campo I.S.D. High School Stadium.

**BE IT RESOLVED**, the District commits portions of its August 31, 2013, Special Revenue and Other Funds unassigned fund balances as follows:

- Campus Activity Funds – Funds generated at the campuses and accounted for in the campus activity special revenue funds are committed to the respective campus.
- Child Nutrition Funds – Funds generated by the child nutrition department and accounted for in the child nutrition special revenue fund are committed to child nutrition.
- Family Crisis Fund—Funds generated by interest earnings only are committed for family crisis spending.
- Non-Permanent High School Scholarship Funds—Funds generated are committed for awarding student scholarships.
- Permanent High School Scholarship Funds—Funds generated by interest earnings only are committed for awarding student scholarships.

*Attest:*

\_\_\_\_\_  
Tommy Turner, President  
*El Campo I.S.D. Board of Trustees*

\_\_\_\_\_  
David Hodges, Secretary  
*El Campo I.S.D. Board of Trustees*

**El Campo I.S.D.  
Resolution to Commit Fund Balance**

**STATE OF TEXAS  
COUNTY OF WHARTON**

**RESOLUTION**

The Board of Trustees of the El Campo Independent School District being convened in Regular Session at the El Campo I.S.D. Administration Office within the boundaries of the El Campo Independent School District, on the 19<sup>th</sup> day of November, 2013, with a quorum present in the persons of the El Campo I.S.D. Board of Trustees.

Trustees being absent: \_\_\_\_\_

WHEREAS Trustee \_\_\_\_\_ introduced the following order, moved its adoption, and the motion having been seconded by Trustee \_\_\_\_\_ was duly put and carried, said Order reading as follows:

**IT IS HEREBY RESOLVED**, ordered, and directed that the El Campo Independent School District commits the following portions of its August 31, 2013, Special Revenue and Other Funds unassigned fund balances as follows:

- **Campus Activity Funds-- \$70,373.30** for funds generated at the campuses and accounted for in the campus activity special revenue funds committed to the respective campus.
- **Child Nutrition Fund--\$494,979.16** for funds generated by the child nutrition department and accounted for in the child nutrition special revenue fund.
- **Family Crisis Fund--\$42.56** for funds generated by interest earnings only for family crisis spending.
- **Non-Permanent High School Scholarship (Fund 801)-- \$40,621.79** for funds generated for awarding student scholarships.
- **Permanent High School Scholarship (Funds 802-805)--\$24,842.56** for funds generated by interest earnings only for awarding student scholarships.

Attest:

\_\_\_\_\_  
Tommy Turner, President  
*El Campo I.S.D. Board of Trustees*

\_\_\_\_\_  
David Hodges, Secretary  
*El Campo I.S.D. Board of Trustees*

**Agenda Item Summary Sheet (4 B.5)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda:  
Business and Support  
Services**

Review of Checks Written – October 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 2013-2014 General Operating Budget.

**ECISD Board Policy**

None.

**Effective Date**

October 31, 2013

**Previous Board Action**

Approval of 2013-2014 General Operating Budget on September 27, 2013 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:

	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2012-2013</b>
<b>September</b>	\$655,949.80	\$629,351.65	\$591,106.98	\$629,530.76	\$695,282.94
<b>October</b>	\$970,451.63	\$640,667.05	\$655,040.01	\$710,446.37	\$894,925.72
<b>Total</b>	<b>\$1,626,401.43</b>	<b>\$1,270,018.70</b>	<b>\$1,246,146.99</b>	<b>\$1,339,977.13</b>	<b>\$1,590,208.66</b>
<b>November</b>	\$750,661.87	\$865,783.43	\$718,579.69	\$716,741.33	
<b>December</b>	\$853,561.12	\$720,971.25	\$355,804.15	\$620,159.58	
<b>January</b>	\$880,591.27	\$747,638.61	\$701,991.20	\$771,487.77	
<b>February</b>	\$874,019.06	\$594,414.61	\$526,943.91	\$878,983.83	
<b>March</b>	\$694,107.70	\$704,337.28	\$656,212.94	\$635,776.11	
<b>April</b>	\$846,903.79	\$656,212.94	\$554,991.73	\$561,416.91	
<b>May</b>	\$758,644.83	\$620,111.02	\$891,849.50	\$894,796.41	
<b>June</b>	\$718,912.56	\$736,989.79	\$751,699.54	\$1,003,320.40	
<b>July</b>	\$718,935.08	\$658,378.35	\$762,236.64	\$966,194.37	
<b>August</b>	\$1,463,086.35	\$1,172,766.92	\$798,167.33	\$796,743.84	

**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 October 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**

**Agenda Item Summary Sheet (4 B.1)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:  
 Business and Support  
 Services**

Acceptance of Donation from El Campo Athletic Booster Club

**Summary**

According to El Campo ISD policy BAA (LEGAL), BOARD LEGAL STATUS, POWERS AND DUTIES – *the Board shall receive bequests and donations or other moneys or funds coming legally into its hands in the name of the District. A conveyance, devise, or bequest of property for the benefit of the public schools, if not otherwise directed by the donor, vests the property in the Board or their successors in office.*

Policy CDC (LEGAL), OTHER REVENUES, GRANTS FROM PRIVATE SOURCES further states that – *All gifts or bequests shall be included among the total receipts of the District which are reported in the annual financial statement.*

The Ricebird Booster Club is donating the new scoreboard at Ricebird Stadium, valued at \$240,000.00 to the school district.

**ECISD Board Policy**

BAA (LEGAL), BOARD LEGAL STATUS, POWERS AND DUTIES

CDC (LEGAL), OTHER REVENUES, GRANTS FROM PRIVATE SOURCES

**Effective Date**

November 19, 2013

**Previous Board Action**

The Board periodically accepts donations being made to the school district.

**Future Action Expected**

The Board periodically accepts donations being made to the school district.

**Background Information and  
 Significant Issues**

Donors made contributions to the Ricebird Booster Club for the purchase of the new scoreboard. Major donors have their business advertised on the scoreboard.

**Fiscal Impact**

\$240,000.00

**Student and Public Benefit**

Students benefit in many ways from the generosity of the El Campo community. The donation of the scoreboard to the school district is a prime example.

<b>Procedural and Reporting Implications</b>	The new scoreboard will be reported as part of the District's fixed assets.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Letter from Booster Club President, Chris Salyer</li> </ul>
<b>Contact Person(s)</b>	Mark Pool, Superintendent of Schools
<b>Action Required</b>	Motion, second and majority vote to accept the donation of the new scoreboard at Ricebird Stadium, valued at \$240,000.00, from the Ricebird Booster Club.
<b>Superintendent's Recommendation</b>	<p>I recommend that you accept the donation of the new scoreboard at Ricebird Stadium, valued at \$240,000.00, from the Ricebird Booster Club as a part of the Consent Agenda.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>

Ricebird Booster Club

600 West Norris

El Campo, Texas 77437

The Ricebird Booster Club would like to inform the El Campo Independent School District Board Members that The Ricebird Booster Club is donating the Score Board at Ricebird Stadium to the School District. Working together we can accomplish and support our sporting programs at El Campo High School. We appreciate everything you do.

Thanks,

Ricebird Booster President

Chris Salyer



**Agenda Item Summary Sheet (4 B.2)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:  
Business and Support  
Services**

Acceptance of Donation from Mobley Affiliates

**Summary**

According to El Campo ISD policy BAA (LEGAL), BOARD LEGAL STATUS, POWERS AND DUTIES – *the Board shall receive bequests and donations or other moneys or funds coming legally into its hands in the name of the District. A conveyance, devise, or bequest of property for the benefit of the public schools, if not otherwise directed by the donor, vests the property in the Board or their successors in office.*

Policy CDC (LEGAL), OTHER REVENUES, GRANTS FROM PRIVATE SOURCES further states that – *All gifts or bequests shall be included among the total receipts of the District which are reported in the annual financial statement.*

Mobley Affiliates – Mike Mobley and Yvette Mobley, have donated two new press boxes for Ricebird Stadium, valued at \$187,000.00, to the El Campo Independent School District.

**ECISD Board Policy**

BAA (LEGAL), BOARD LEGAL STATUS, POWERS AND DUTIES

CDC (LEGAL), OTHER REVENUES, GRANTS FROM PRIVATE SOURCES

**Effective Date**

November 19, 2013

**Previous Board Action**

The Board periodically accepts donations being made to the school district.

**Future Action Expected**

The Board periodically accepts donations being made to the school district.

**Background Information and  
Significant Issues**

Scope of Project:

- Remove old home and visitor press boxes
- Install new support beams and structure
- Build, paint and complete two new press boxes
  - Home Press Box 8' x 60' with second story 8' x 20'
  - Visitor Press Box 8' x 40'
- Hang new press boxes

<b>Fiscal Impact</b>	\$187,000.00
<b>Student and Public Benefit</b>	Students benefit in many ways from the generosity of individuals from the El Campo community. The donation of the press boxes at Ricebird Stadium is another prime example.
<b>Procedural and Reporting Implications</b>	The new press boxes will be reported as part of the District's fixed assets.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	None.
<b>Contact Person(s)</b>	Mark Pool, Superintendent of Schools
<b>Action Required</b>	Motion, second and majority vote to accept the donation of two new press boxes at Ricebird Stadium, valued at \$187,000.00, from Mobley Affiliates.
<b>Superintendent's Recommendation</b>	I recommend that you accept the donation of two new press boxes at Ricebird Stadium, valued at \$187,000.00, from Mobley Affiliates as a part of the Consent Agenda. <b>Mark Pool, Superintendent of Schools</b>

**Agenda Item Summary Sheet (4 B.4)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda:  
Business and Support  
Services**

Review of Monthly Financial Reports for Month of October

**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**

October 31, 2013

**Previous Board Action**

Approval of 2013-2014 General Operating Budget on August 27, 2013.

**Future Action Expected**

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

**Background Information and  
Significant Issues**

The unaudited fund balance in the General Fund (Fund 199 only) on August 31, 2013 was \$8,578,374, which is 31.58% of the approved General Fund operating expenditures (as defined in the AEIS Report) of \$27,161,780.

Fund balance designated for replacement of artificial turf at Ricebird Stadium is \$300,000, leaving an undesignated fund balance of \$8,278,374; or 30.47% of the approved General Fund operating expenditures (as defined in the AEIS Report).

The undesignated fund balance currently exceeds the 20% goal by \$2,846,018.

**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 19.43% of our amended revenue projections; and expended 21.26% of our amended expenditure estimates.  
Compared to the same time last year, our revenue increased by \$41,178 and our expenditures decreased by (\$438,769).

	2009-2010		2010-2011		2011-2012		2012-2013		2013-2014	
	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp
Sep	10.41%	10.59%	9.93%	10.95%	10.63%	12.13%	10.87%	15.21%	9.73%	13.30%
Oct	19.64%	17.92%	18.64%	18.81%	19.79%	20.05%	19.84%	22.74%	19.43%	21.26%
Nov	26.01%	25.17%	27.97%	23.69%	29.84%	27.07%	30.94%	28.88%		
Dec	38.96%	32.11%	41.96%	30.73%	41.60%	33.20%	44.98%	35.39%		
Jan	57.38%	39.07%	60.48%	37.99%	64.61%	40.50%	65.81%	42.09%		
Feb	68.68%	50.45%	66.83%	48.02%	69.97%	50.83%	71.78%	51.52%		
Mar	70.62%	58.65%	68.88%	55.20%	72.10%	57.21%	74.26%	57.69%		
Apr	75.39%	65.99%	73.41%	62.72%	77.12%	64.95%	78.68%	65.38%		
May	79.21%	72.77%	77.20%	69.62%	81.11%	71.59%	82.15%	71.53%		
Jun	85.20%	80.00%	82.93%	76.81%	87.17%	78.14%	87.97%	79.86%		
Jul	91.73%	85.63%	89.99%	84.05%	93.70%	85.44%	94.13%	88.19%		
Aug	100.10%	98.92%	100.38%	98.74%	100.06%	98.47%	100.17%	98.97%		

**Tax Collection Report.** Our beginning tax levy of \$13,878,419 has been adjusted by +\$72,730 giving us a new adjusted levy of \$13,951,150; and we have currently collected \$35,650 which amounts to 0.26% of the adjusted levy. This leaves an uncollected balance of \$13,915,500.

Delinquent collections YTD are \$53,574 plus \$17,467 in penalty and interest.

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
<b>Oct</b>	0.00%	0.00%	0.35%	0.31%	0.21%	0.26%
<b>Nov</b>	2.58%	0.44%	8.60%	9.54%	12.48%	
<b>Dec</b>	32.28%	30.01%	39.54%	34.01%	39.14%	
<b>Jan</b>	81.82%	73.71%	81.26%	84.41%	83.67%	
<b>Feb</b>	93.04%	92.80%	93.50%	94.04%	94.27%	
<b>Mar</b>	94.06%	94.60%	94.95%	95.38%	95.47%	
<b>Apr</b>	94.97%	95.27%	95.52%	96.12%	96.07%	
<b>Jun</b>	95.61%	95.84%	96.26%	96.75%	96.51%	
<b>Jun</b>	96.69%	96.50%	96.67%	97.14%	96.88%	
<b>Jul</b>		96.83%	97.10%	97.65%	97.50%	
<b>Aug</b>	97.48%	97.17%	97.74%	97.90%	97.68%	
<b>Sep</b>	97.60%	97.37%	97.88%	97.98%	97.84%	

**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		
	2012-2013	2013-2014	Difference	2012-2013	2013-2014	Difference
<b>Revenue</b>	\$2,753,212	\$3,061,451	\$308,239	\$6,091,538	\$6,132,717	\$41,179
<b>Expenditures</b>	\$2,365,917	\$2,605,545	\$239,628	\$4,652,358	\$4,154,455	(\$497,903)
<b>Balance</b>	\$387,295	\$455,906	\$68,611	\$1,439,180	\$1,978,262	\$539,082

**Attachments**

- Monthly Financial Report – October 31, 2013
- Tax Collection Recap 2013-2014
- Cash Flow Report 2013-2014

**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  
November 19, 2013**

**Comparison of Revenue and Expenditures  
to the Budget for the General Operating Fund  
9-1-13 to 10-31-13**

**ESTIMATED REVENUE:**

	<i>Original Budget</i>	<i>Amended Budget</i>	<i>Revenue Realized</i>	<i>Revenue Balance</i>
<i>Local:</i>	\$14,776,922	\$14,776,922	\$307,466	(\$14,469,456)
<i>State:</i>	\$15,207,443	\$15,207,443	\$5,383,507	(\$9,823,936)
<i>Federal:</i>	\$1,580,846	\$1,580,846	\$441,743	(\$1,139,103)
<i>Other Resources:</i>	\$0	\$0	\$0	\$0
<i>Total:</i>	\$31,565,211	\$31,565,211	\$6,132,717	(\$25,432,494)

**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>
	\$31,565,211	\$31,781,287	\$4,154,455	\$2,602,174	\$6,756,629	\$25,024,658

**COMPARISONS TO OCTOBER 31 OF PRIOR YEAR:**

	<i>2012-2013</i>	<i>2013-2014</i>	<i>Increase/ Decrease</i>
<i>Revenues:</i>	\$6,091,539	\$6,132,717	\$41,178
<i>Expenditures:</i>	\$7,195,398	\$6,756,629	(\$438,769)
<i>Cash Position:</i>	\$11,102,841	\$11,519,042	\$416,201

**PRIOR MONTH CASH POSITION as of 9/30/13:** \$11,141,399

GENERAL FUND - FUND BALANCE	GENERAL OPERATING	FUND BALANCE	% of OPERATING	
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%	
GENERAL FUND - FUND BALANCE as of 8-31-13:	\$27,161,780	\$8,578,374	31.58%	unaudited

**BUDGET AMENDMENTS:**

Appropriate funds for Wireless Enhancements from the General Fund Balance \$151,001  
 Appropriate funds for Campus Security Cameras from the General Fund Balance \$65,075

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

**EL CAMPO INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION RECAP  
2013 - 2014**

<b>Reporting Period</b>	<b>Beginning Levy</b>	<b>Adjustments</b>	<b>Adjusted Levy</b>	<b>Current Tax Year Collections</b>	<b>% Collected</b>	<b>% Collected Prior Year</b>	<b>Delinquent Collections</b>	<b>Penalty &amp; Interest</b>	<b>Total Collections</b>	<b>Current Tax Year Uncollected</b>
<b>Monthly Recap</b>										
Oct-13	\$13,878,419	\$72,730	\$13,951,150	35,650	0.26%	0.21%	\$53,574	\$17,467	\$106,691	
<b>Year To Date</b>				<b>35,650</b>	<b>0.26%</b>	<b>0.21%</b>	<b>53,574</b>	<b>17,467</b>	<b>\$106,691</b>	<b>\$13,915,500</b>

**EL CAMPO INDEPENDENT SCHOOL DISTRICT**

**Cash Flow**

**2013-2014**

<b>199 GENERAL FUND</b>	<b>Actual Sep-13</b>	<b>Actual Oct-12</b>	<b>Actual Oct-13</b>	<b>Actual Nov-12</b>	<b>Actual Dec-12</b>	<b>Actual Jan-13</b>	<b>Actual Feb-13</b>	<b>Actual Mar-13</b>	<b>Actual Apr-13</b>	<b>Actual May-13</b>	<b>Actual Jun-13</b>	<b>Actual Jul-13</b>	<b>Actual Aug-13</b>	<b>2012-13 Totals</b>
<b>REVENUE:</b>														
<b>5700 Local Revenue:</b>														
5711 Taxes Current Year	19,381	34,802	31,010	1,465,869	3,160,795	5,276,434	1,277,883	140,709	71,371	53,372	44,053	66,683	21,200	11,621,929
5712 Taxes Prior Years	9,927	37,972	46,798	24,023	25,555	18,810	23,749	25,424	9,044	8,184	9,425	26,919	11,995	231,507
5719 Pen, Int, & Other	10,827	15,298	15,539	12,716	11,915	13,365	23,222	22,573	11,161	8,583	9,711	19,150	10,275	166,055
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	0	0	5,375	0	4,652	10,027
5740 Other Local Sources	5,278	27,565	3,305	7,577	7,381	8,824	10,590	10,305	10,391	7,441	7,110	12,052	295,656	411,402
5750 Co/Curr Activities	22,571	20,917	22,069	18,778	14,514	3,379	-1,020	39,106	560	-992	107	17,775	2,888	129,977
<b>Total Local Rev:</b>	<b>67,984</b>	<b>136,554</b>	<b>118,721</b>	<b>1,528,962</b>	<b>3,220,159</b>	<b>5,320,811</b>	<b>1,334,424</b>	<b>238,118</b>	<b>102,527</b>	<b>76,588</b>	<b>75,782</b>	<b>142,579</b>	<b>346,666</b>	<b>12,570,897</b>
<b>5800 State Revenue:</b>														
5811 Available School Fund	0	37,009	0	58,256	295,568	46,518	46,518	240,487	98,872	108,717	260,270	167,438	71,453	1,535,657
5812 Foundation Entitlement	2,837,245	2,174,905	2,332,810	1,142,910	-30,448	0	0	0	894,497	579,551	1,170,464	1,472,131	1,711,323	12,162,999
5812 Founda Ent-Prior Yr	0	0	0	2,065	0	0	0	0	0	0	0	0	30,035	32,100
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	6,834	0	0	0	0	0	0	0	0	0	6,309	6,309
5831 TRS On-Behalf	103,138	87,327	102,434	0	175,227	87,398	87,516	86,836	86,450	86,839	88,027	86,420	160,071	1,119,233
<b>Total State Rev:</b>	<b>2,940,383</b>	<b>2,299,241</b>	<b>2,442,078</b>	<b>1,203,231</b>	<b>440,347</b>	<b>133,916</b>	<b>134,034</b>	<b>327,323</b>	<b>1,079,819</b>	<b>775,107</b>	<b>1,518,761</b>	<b>1,725,989</b>	<b>1,979,191</b>	<b>14,856,298</b>
<b>5900 Federal Revenue:</b>														
5930 Federal	0	124,398	283,668	4,303	0	4,096	0	0	4,690	0	0	0	4,945	142,433
<b>Total Federal Rev:</b>	<b>0</b>	<b>124,398</b>	<b>283,668</b>	<b>4,303</b>	<b>0</b>	<b>4,096</b>	<b>0</b>	<b>0</b>	<b>4,690</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,945</b>	<b>142,433</b>
<b>7900 Other Res/Non-Oper</b>														
Other Res/Non-Oper	0	0	0	199,850	0	0	0	0	0	0	0	0	0	199,850
<b>Total Other Res:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>199,850</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>199,850</b>
<b>Total Revenue:</b>	<b>3,008,367</b>	<b>2,560,193</b>	<b>2,844,467</b>	<b>2,936,347</b>	<b>3,660,507</b>	<b>5,458,824</b>	<b>1,468,459</b>	<b>565,440</b>	<b>1,187,036</b>	<b>851,695</b>	<b>1,594,543</b>	<b>1,868,568</b>	<b>2,330,803</b>	<b>27,769,478</b>
<b>EXPENDITURES:</b>														
<b>6000 Expenditures:</b>														
6100 Payroll Costs	1,130,298	1,600,937	1,698,951	1,528,502	1,706,826	1,595,645	1,601,359	1,614,841	1,593,517	1,618,071	2,013,708	1,559,322	2,273,327	19,771,420
6200 Contracted Services	190,273	197,996	309,751	288,101	222,780	307,728	413,028	243,810	96,106	355,574	369,547	352,558	389,589	3,427,355
6300 Supplies & Materials	105,692	104,894	87,818	165,974	84,402	162,568	161,160	97,531	130,262	195,472	127,890	163,244	138,906	1,603,574
6400 Other Operating	36,999	190,782	223,652	36,875	46,153	168,530	43,566	26,680	187,960	83,544	282,476	187,464	283,143	1,579,403
6500 Debt Services	0	0	0	500	0	0	95,550	0	0	0	0	0	18,675	994,593
6600 Capital Outlay	36,700	23,207	86,055	0	0	0	13,499	-99	8,690	0	0	66,377	357,734	469,408
8900 Other Uses/Non Operating	0	61,479	0	0	0	0	0	0	0	0	0	185,482	-2,749	244,212
<b>Total Expenditures:</b>	<b>1,499,962</b>	<b>2,179,295</b>	<b>2,406,227</b>	<b>2,019,952</b>	<b>2,060,162</b>	<b>2,234,471</b>	<b>2,328,163</b>	<b>1,982,763</b>	<b>2,016,536</b>	<b>2,252,660</b>	<b>2,793,621</b>	<b>2,514,447</b>	<b>3,458,625</b>	<b>28,089,965</b>
<b>ENDING BALANCE</b>	<b>1,508,405</b>	<b>380,898</b>	<b>438,240</b>	<b>916,394</b>	<b>1,600,344</b>	<b>3,224,353</b>	<b>-859,705</b>	<b>-1,417,322</b>	<b>-829,500</b>	<b>-1,400,966</b>	<b>-1,199,078</b>	<b>-645,879</b>	<b>-1,127,822</b>	<b>-320,487</b>
<b>GF FB as of 8/31/13</b>	<b>8,578,374</b>													
	10,086,779	10,287,107	10,525,019	11,441,414	13,041,758	16,266,111	15,406,406	13,989,084	13,159,584	11,758,618	10,559,540	9,913,661	8,785,839	

240	FOOD SERVICE	Actual Sep-13	Actual Oct-12	Actual Oct-13	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-13	Actual Jun-13	Actual Jul-13	Actual Aug-13	2012-13 Totals
<b>REVENUE:</b>															
5700	<b>Local Revenue:</b>														
	Earnings from Temp Dep				731	0	0	831	0	0	1,023	0	0	994	3,579
	Foundation Revenue														0
	Lunch	32,163	29,957	35,514	23,645	17,303	25,625	27,014	17,723	29,526	26,465	2,397	0	20,398	243,170
	Breakfast	7,241	8,493	8,574	8,679	4,917	8,065	8,241	5,169	7,951	6,644	844	0	4,537	71,130
	A La Carte	8,563	9,720	9,853	8,607	5,862	7,576	9,000	5,766	10,215	8,603	1,307	0	2,769	78,948
	Adult Lunches	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Catering/Vending	0	52	0	210	3,417	871	280	1,146	535	1,140	398	89	1,435	9,574
	Summer Food Service	0	0	0	0	0	0	0	0	0	0	81	92	59	232
	<b>Total Local Ren:</b>	<u>47,967</u>	<u>48,222</u>	<u>53,942</u>	<u>41,872</u>	<u>31,499</u>	<u>42,137</u>	<u>45,366</u>	<u>29,804</u>	<u>48,227</u>	<u>43,874</u>	<u>5,027</u>	<u>182</u>	<u>30,193</u>	<u>406,632</u>
5800	<b>State Revenue</b>														
5829	Misc St Program Rev.	0	0	1,046	0	0	0	0	0	9,504	0	0	0	0	9,504
5831	TRS On-Behalf Benefit	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total State Rev:</b>	<u>0</u>	<u>0</u>	<u>1,046</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,504</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,504</u>
5900	<b>Federal Revenue</b>														
5921	School Breakfast	0	31,461	36,071	36,866	32,962	24,113	28,093	31,840	22,110	37,175	41,672	0	7,437	293,729
5922	National School Lunch	0	94,732	102,977	107,003	97,017	68,117	87,884	98,069	68,386	113,436	127,121	0	24,568	886,331
5923	USDA Donated Com	9,513	7,195	9,513	7,195	7,195	7,195	7,195	7,198	7,195	7,195	7,195	7,195	16,815	95,967
5929	Fed Rev TEA-Sum Feed	0	0	0	0	0	0	0	0	0	0	0	0	25,052	25,052
	<b>Total Federal Rev:</b>	<u>9,513</u>	<u>133,388</u>	<u>148,562</u>	<u>151,064</u>	<u>137,174</u>	<u>99,425</u>	<u>123,172</u>	<u>137,107</u>	<u>97,691</u>	<u>157,806</u>	<u>175,989</u>	<u>7,195</u>	<u>73,872</u>	<u>1,301,079</u>
7900	<b>Other Res/Non-Oper:</b>														
7940	Other Res/Non-Oper	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Other Res:</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<b>Total Revenue:</b>	<u>57,481</u>	<u>181,611</u>	<u>203,550</u>	<u>192,935</u>	<u>168,673</u>	<u>141,562</u>	<u>168,538</u>	<u>166,912</u>	<u>155,421</u>	<u>201,680</u>	<u>181,015</u>	<u>7,377</u>	<u>104,065</u>	<u>1,717,215</u>
<b>EXPENDITURES:</b>															
6000	<b>Expenditures:</b>														
6100	Payroll & Benefits	39,132	44,913	45,692	44,834	45,333	42,157	42,736	43,751	42,658	45,269	56,333	43,036	55,932	536,793
6200	Contracted Services	0	133,987	123,608	94,931	104,452	98,720	49,351	81,196	113,384	100,199	96,090	51,081	26,148	949,540
6300	Supplies & Materials	9,806	7,578	20,610	7,195	7,374	7,307	7,320	7,359	7,520	7,678	7,455	7,757	8,635	90,512
6400	Other Operating	11	144	165	46	122	27	111	21	86	111	159	130	130	1,085
6600	Capital Outlay	0	0	9,243	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Expenditures:</b>	<u>48,948</u>	<u>186,622</u>	<u>199,318</u>	<u>147,006</u>	<u>157,282</u>	<u>148,211</u>	<u>99,518</u>	<u>132,327</u>	<u>163,648</u>	<u>153,257</u>	<u>160,037</u>	<u>102,004</u>	<u>90,846</u>	<u>1,577,931</u>
	<b>ENDING BALANCE</b>	8,533	5,242	12,765	58,695	70,086	63,437	132,457	167,041	158,814	207,238	228,216	133,589	146,808	139,284

511	DEBT SERVICE	Actual Sep-13	Actual Oct-12	Actual Oct-13	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-13	Actual Jun-13	Actual Jul-13	Actual Aug-13	2012-13 Totals
<b>REVENUE:</b>															
5700	<b>Local Revenue:</b>														
5711	Taxes Current Year	2,909	3,752	4,640	218,591	474,260	791,935	188,583	21,119	10,712	8,010	6,612	10,008	3,182	1,738,138
5712	Taxes Prior Years	1,258	5,533	6,775	3,302	3,724	2,647	3,378	3,661	1,337	1,115	1,153	3,903	1,645	32,730
5719	Pen, Int, & Other	1,158	1,961	1,928	1,204	1,051	947	2,986	3,093	1,533	1,207	1,265	2,658	1,350	20,229
5742	Earnings Fm Temp Dep	92	162	90	189	370	713	831	778	770	803	783	817	456	6,826
	<b>Total Local Rev:</b>	5,417	11,409	13,434	223,286	479,405	796,242	195,777	28,651	14,351	11,136	9,813	17,386	6,633	1,797,924
5800	<b>State Revenue:</b>														
5829	St Rev Dist By TEA	0	0	0	53,770	0	0	0	0	0	0	0	0	0	53,770
	<b>Total State Rev:</b>	0	0	0	53,770	0	0	0	0	0	0	0	0	0	53,770
7900	<b>Other Res/Non-Oper:</b>														
7940	Other Res/Non-Oper Rev	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Other Res:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Revenue:</b>	5,417	11,409	13,434	277,056	479,405	796,242	195,777	28,651	14,351	11,136	9,813	17,386	6,633	1,851,694
<b>EXPENDITURES:</b>															
6000	<b>Expenditures:</b>														
6500	Debt Service														
6511	Bond Principal	0	0	0	0	0	0	335,000	0	0	0	0	0	520,000	855,000
6521	Interest on Bonds	0	0	0	0	0	0	476,084	0	0	0	0	0	469,384	945,469
6599	Other Debt Fees	0	0	0	500	0	0	0	400	0	0	0	0	0	900
	<b>Total Expenditures:</b>	0	0	0	500	0	0	811,084	400	0	0	0	0	989,384	1,801,369
	<b>ENDING BALANCE</b>	5,417	15,243	18,851	295,407	774,812	1,571,055	955,747	983,998	998,350	1,009,485	1,019,298	1,036,684	53,933	50,325
<b>Total Approved Budget</b>															
<b>199, 240, 511</b>															
	<b>TOTAL REVENUE</b>	3,071,266	2,753,212	3,061,451	3,406,338	4,308,585	6,396,628	1,832,773	761,003	1,356,809	1,064,510	1,785,372	1,893,331	2,441,501	31,338,387
	<b>TOTAL EXP</b>	1,548,910	2,365,917	2,605,545	2,167,458	2,217,444	2,382,682	3,238,766	2,115,490	2,180,184	2,405,917	2,953,658	2,616,451	4,538,855	31,469,264
	<b>ENDING BALANCE</b>	1,522,355	1,439,180	1,978,262	3,217,142	5,308,283	9,322,229	7,916,236	6,561,749	5,738,374	4,396,967	3,228,681	2,505,560	408,206	

**Agenda Item Summary Sheet (4 D.1)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

<b>Consent Agenda: Curriculum and Instruction</b>	Consider approval of Local Instructional Materials Committee
<b>Summary</b>	In accordance with LOCAL policy I am making a recommendation to the Board for the appointment of a local Instructional Materials selection committee. A majority of the committee members must be classroom teachers.
<b>ECISD Board Policy</b>	EFAA (LOCAL), INSTRUCTIONAL MATERIALS, SELECTION AND ADOPTION
<b>Effective Date</b>	November 19, 2013
<b>Previous Board Action</b>	The Board annually appoints a local Instructional Materials Selection Committee to examine instructional materials on the SBOE approved lists, and make recommendations to the Board of Trustees.
<b>Future Action Expected</b>	<p>After examining all instructional materials reflected on the state lists, the instructional materials selection committee shall select items for use in the District and recommend the selections to the Board for ratification.</p> <p>In the event the Board does not ratify all of the selections, the reasons must be recorded in the Board minutes. The committee will make other recommendations for selection until the Board has ratified all selections.</p>
<b>Background Information and Signification Issues</b>	The State Board of Education adopts a list of approved materials. If a local board selects supplemental instructional materials, the district must certify to TEA that the supplemental materials, in combination with any other instructional materials used by the district, cover the essential knowledge and skills for the course.
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	The members of this committee are responsible for selecting the instructional materials that will have the greatest positive impact on student achievement.

<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None
<b>Attachments</b>	List of proposed members to the 2013-2014 Instructional Materials Selection Committee.
<b>Contact Person(s)</b>	Kelly Waters, Assistant Superintendent of Curriculum and Instruction
<b>Action Required</b>	Motion, second and majority vote to approve recommendations for local Instructional Materials Selection Committee.
<b>Superintendent's Recommendation</b>	I recommend that the Board approve the staff on the attached memo for appointment to this year's Local Instructional Materials Selection Committee as a part of the Consent Agenda. <b>Mark Pool, Superintendent of Schools</b>

**To: Board of Trustees  
Mark Pool, Superintendent**

**From: Kelly Waters**

**Date: November 19, 2013**

**Re: Instructional Materials Selection and Adoption Committee**

The following teachers and administrators will serve on the Instructional Materials Selection and Adoption Committee for the 2013-2014 school year:

**High School**

- Sheri Janke – Chemistry / Instructional Coach
- Chris Burrow – Physics
- Marissa McCoy – Biology / Chemistry
- Anna Zahn – Chemistry

**Myatt Elementary School**

- Cheryl Ener – Mathematics
- Kimberly Clark – Mathematics
- Ashley Morton – Science
- Lisa Weinheimer – Science
- Delores Janik – Instructional Coach

**Middle School**

- Summer Dorotik – Mathematics
- Natalie Faas – Science
- Nikki Rodriguez – Science
- Jana Fernandez – Science / Instructional Coach
- Shawna Wied – Science

**District Administration**

- Kelly Waters – Assistant Superintendent of Curriculum and Instruction

**Northside Elementary School**

- Jennifer Savino – Mathematics
- Gwen Johnson – Mathematics / Instructional Coach
- LaShelle Hlavaty – Mathematics
- Beverly (Kim) Perry – Science
- Debbie Kallina – Science

**Hutchins Elementary School**

- Laura Prihoda – Mathematics
- Kelli Jones – Mathematics
- Christina Gonzales – Bilingual
- Laura Diess – Instructional Coach
- Cindy Mathews – Science
- Tanya Bunge – Science

**Business and Operations**      Report on Capital Improvement Projects

**Summary**

- **Myatt and Northside Security Entrances and Northside Canopy System.** As reported in an email to the Board on November 6<sup>th</sup>, a decision has been made to delay this project until after the Christmas holidays. We were scheduled to receive proposals and present them for your consideration at this meeting, but due to the short timeline necessitated by the holiday schedule we believe that we will receive better proposals if we delay the project bid process until January with Board consideration and the major construction being scheduled for Spring Break.
- **Security Cameras.** The overall Security Camera Project is 85% complete. All structured cabling at Myatt, Hutchins and Northside has been installed and terminated. All cameras (55) have been installed in the ceiling grid or exterior of the buildings.

Early next week, Video-Insight will begin to configure and install the NVR's at Myatt, Hutchins and Northside. They will assign IP addresses to the cameras, and bring them on-line.

The seven cameras that were added at the middle school have been completely installed and are on-line.

- **Wireless Connectivity.** The Wireless Connectivity Project is 50% completed. The equipment has been ordered and received. The new Firewall and Internet Filter appliances have been installed. This has allowed us to increase our available bandwidth from 100 Mbs to 250 Mbs.

The Wireless Access Points have been configured. Currently waiting on Security Camera installers to clear in order to begin the placement of the Wireless Access Points.

- **Ricebird Stadium Public Address System.** Project complete. System is installed and operational.
- **Ricebird Stadium Press Boxes.** Project complete.
- **High School Library Upgrades (Furniture, Carpet and Paint).** On hold at this time.
- **Recondition of Tennis Court; Top Coat Track and Repair Curbs in North and South Curves.** RWS Architects is preparing bid specifications for resurfacing the tennis courts, overlay on the track, and repair of the drought damage to the track curbs. Once the bid specifications have been prepared we will issue a Request for Competitive Sealed Proposals. The project schedule will not begin until after spring tennis season, track season and high school graduation.

- **Replacement of Red Turf at Ricebird Stadium.** Project postponed at this time.
- **Parking Lot Repair and Seal Coat.** All bids rejected and project postponed to a later date.
- **High School Baseball and Softball Field Complex.**

I have included as attachments Agendas and Minutes of Construction Meeting No. 2, held on October 30, 2013; and Construction Meeting No. 3, held on November 14, 2013.

These documents include:

- Meeting Agenda
- Minutes of Previous Meeting
- Work Completed Since Previous Meeting (including pictures)
- Projected Work Before Next Meeting
- Materials Delivery Issues and Issues that May Cause Delays
- Submittal Logs
- RFI (Request for Information ) Logs
- Change Proposal Requests
- Discussion of New Issues

At the Initial Construction Meeting held on October 10, 2013, there were three issues that were brought up:

- Relocation of sport lighting poles near the berms on the foul lines of the baseball field that were in the line-of-sight for spectators sitting on the berm.
- Relocation of perimeter fence between the baseball batting cages and the outfield baseball fence.
- Elimination of the dug-out storage buildings (10x12) and placement of such on the south end of the baseball field batting cages (15x30); and elimination of the curbs and interior fencing at the batting cages.

These issues were closed out at the October 30<sup>th</sup> meeting:

- It was determined that the sport lighting poles could not be relocated and still provide the same illumination without increasing the height of the poles or the number of fixtures; both of which would have cost additional money.
- RWS Architects was instructed to prepare a Change Proposal for relocation of perimeter fencing
- RWS Architects was instructed to prepare a Change Proposal for the change in storage. It was also determined that a storage building (10x30) would be added to the softball field batting cages.

Value Engineering items discussed at the October 30<sup>th</sup> meeting included:

- Deletion of windscreens at the baseball and softball

bullpens;

- Replacing the vinyl coated chain link fencing on both fields with galvanized chain link fencing.

At Construction Progress Meeting No. 3, held on November 14, 2013:

- Change Proposal No. 1 - , and Change Proposal No. 2 - , were accepted by the District. (Copies Attached)
- Decision was made not to delete the windscreens at the bullpens.
- Decision was made not to replace the vinyl coated chain link fencing with galvanized chain link fencing.

New issues that were discussed at Construction Progress Meeting No. 3 include:

- Coach Russell Krenek's request to shorten the distance to the outfield fence. It was determined not to accept this request for the following reasons:
  - Elimination of the power alleys and arching the outfield fence.
  - The lighting would have to be re-engineered and relocated. (additional cost)
  - The field would have to be re-graded. (additional cost)
  - Fencing is scheduled to start next week.
- Value Engineering items discussed:
  - Reduce the overall length of the raised center field fence from 120 ft to 80 ft.
  - Delete grass and/or hydromulch at common areas outside fields
  - Install Owner provided electric drinking fountains (4)
- **High School Auditorium** – On October 9<sup>th</sup>, Malcolm Gaus and I had a meeting with Rich DuBroc, Katrese Skinner, Carl Woodworth, Molly Kresta, and Stanley Petrisky to discuss the renovations to the auditorium. We discussed the scope of work for the project and how we might possibly bid the projects with alternates to a base proposal. Malcolm will make a presentation to the Board at this meeting, and if the Board decides to move forward with the project it could bid as early as January or February 2014.
- **Ricebird Stadium Field House and Restrooms.** Malcolm Gaus is working with city officials to try to get a variance on the number of public restrooms required for the capacity of the

stadium. He plans to present a design concept, scope of work, and opinion of probable cost to the Board at the regular meeting on December 17<sup>th</sup>. The basic scope of work includes:

- Demolition of existing ninth grade field house;
- Demolition of storage and restroom building beneath the home bleachers;
- Renovation of existing field house to provide space for ninth grade and junior varsity teams; and
- Construction of a new varsity field house with home side and visitor side public restrooms. (Block and brick veneer construction.)

Once approved, construction time could be 11-12 months.

- **FFA Project Center.** I will be asking the Board at this meeting to authorize me to negotiate the purchase of five acres for this project.
- **Myatt Elementary School Cafetorium and Classroom Addition.** Community Facilities Advisory Committee will be appointed at this meeting. The Committee will also address the issue of grade structure and whether it would be more advantageous to turn Myatt into an Early Childhood Center with Pre-K and Kindergarten and move First Grade to Hutchins.

**ECISD Board Policy**

None.

**Effective Date**

November 19, 2013

**Previous Board Action**

The Board conducted a Facilities Workshop on June 11, 2013. These projects have been a part of our ongoing discussions since that time.

**Future Action Expected**

As we move forward with these projects there will be an item on the agenda each month to review and/or discuss construction issues.

**Background Information and Significant Issues**

None.

**Fiscal Impact**

**High School Baseball and Softball Field Complex.** Polasek Construction, Inc. has issued three Applications and Certification for Payment. Application for Payment No. 1 has been *certified* by the RWS Construction and paid by the El Campo Little League. Applications for Payments No. 2 and No. 3 have been posted, but they have not yet been certified by RWS. (Copies of Applications and Certification for Payment are attached.)

Application for Payment	Amount Requested	Amount Certified	Amount Paid by ECLL	Ernest Money Paid by ECISD
No. 1	\$58,285.35	\$58,285.35	\$58,285.35	\$0.00
No. 2	\$51,727.50	\$0.00	\$0.00	\$0.00
No. 3	\$114,793.25	\$0.00	\$0.00	\$0.00
<b>Summary</b>	<b>\$224,806.10</b>	<b>\$58,285.35</b>	<b>\$58,285.35</b>	<b>\$0.00</b>

**Student and Public Benefit**

The Board and the general public are appropriately informed about the progress on the capital improvement projects.

**Procedural and Reporting Implications**

None.

**Public Comments**

None.

**Alternatives**

None.

**Other Comments and Related Issues**

None.

**Attachments**

**High School Baseball and Softball Field Complex**

- Construction Progress Meeting No. 2, October 30, 2013 – Agenda and Minutes
- Construction Progress Meeting No. 3, November 14, 2013 – Agenda and Minutes
- Change Proposal No. 1 – Dugout Storage to Batting Cage
- Change Proposal No. 2 – Relocation of Perimeter Fence
- Application and Certification for Payment No. 1, June 13, 2012
- Application and Certification for Payment No. 2, August 26, 2013
- Application and Certification for Payment No. 3, October 30, 2013

**Contact Person(s)**

Mark Pool, Superintendent of School

**Action Required**

No action required.

**Superintendent's Recommendation**

Information only.

**Mark Pool, Superintendent of Schools**





# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

Date: Wednesday, October 30, 2013

El Campo Independent School District  
New Baseball - Softball Complex

Time: 10:00 AM

Location: PCI Job Trailer

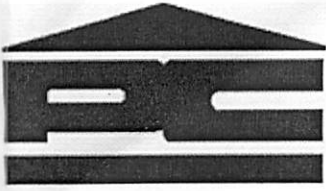
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PROGRESS MEETING NO. 2

AGENDA

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1. Review Previous Weeks Meeting Minutes
  - a. Status of action items
  - b. Comments or Changes
  
2. Review Logs - Discuss Outstanding Issues
  - a. RFI Logs
  - b. Submittal Logs
  - c. Minor Changes & Clarifications
  - d. Change Proposal Request & Change Proposals
  - e. Allowance Expenditure Authorizations
  
3. Review Schedule
  - a. Review work progress since previous meeting
  - b. Overall construction schedule and 3 week look ahead
  - c. Identify any material delivery issues or issues that may create delays
  - d. Change Proposal Request & Change Proposals
  
4. Review Field and Quality Control Issues
  - a. Previous week activity: Observations, problems, conflict, field directives
  - b. Schedule pre-installation conferences this week
  - c. Schedule inspections this week
  - d. Other issues and questions
  
5. New Issues
  - a. Polasek Construction, Inc.
  - b. El Campo Independent School District
  - c. RWS Architects, Inc.
  
6. Scheduled Meetings
  - a. Progress Meeting Number 03 to be held on date to be determined at the PCI job trailer.



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

## MEETING MINUTES

**Date of Issue:** 10/30/13  
**Date of Meeting:** 10/10/13  
**Place of Meeting:** Athletic Complex - Job Trailer  
**Time of Meeting:** 10:00 AM  
**Subject:** Progress Meeting # 01  
**Present:** Mark Pool, Superintendent El Campo ISD  
 Jeff Balcar El Campo ISD  
 Tim Supak El Campo ISD - Trustee  
 Malcolm Gaus RWS Architects, Inc.  
 Greg Polasek Polasek Construction, Inc.  
 Tyler Williams Polasek Construction, Inc.  
 Kevin Stehling Polasek Construction, Inc.  
**Distribution:** All Attendees

**Submitted By:** Greg Polasek, Project Manager, Polasek Construction, Inc.

Item No.	Item Description	Responsibility	Due Date	Status
1.0 Mtg 1	<u>PREVIOUS ISSUES:</u>  01.01 N/A  01.02			



Item No.	Item Description	Responsibility	Due Date	Status
5.0 Mtg 1	<b>NEW ISSUES</b>			
1.01	ECISD requested relocation of sport lighting poles near berms on foul lines. Verify with supplier if this can be done.	PCI	ASAP	Open
1.02	ECISD requested a CP for elimination of the dug-out storage buildings and placement of such on the south end of the baseball field batting cages. Elimination of curbs and interior fencing shall also be included as part of this change.	RWS / PCI	ASAP	Open
1.03				
1.04				

**Next Team Meeting 10/31/13 @ 10:00 am**

The preceding summation is our interpretation of the items discussed at the referenced meeting. Any persons desiring to add to or otherwise correct the minutes are requested to put their comments in writing to the project manager on or before the next meeting. Otherwise, the minutes will stand as written.

*Greg Polasek*

\_\_\_\_\_  
 Greg Polasek  
 Project Manager  
 Polasek Construction, Inc.

**END OF MINUTES**



# **POLASEK CONSTRUCTION, INC.**

**GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD**

## **El Campo Independent School District Baseball - Softball Athletic Complex**

### **Project Overview**

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<b>Meeting Location:</b>	PCI Job Trailer	<b>Date:</b>	10/31/2013
	El Campo, Texas	<b>Time:</b>	10:00 AM

---

#### **1. SCHEDULE AND PROGRESS:**

##### **A. WORK COMPLETED**

1. Parking area subgrade prep 95% complete
2. Subgrade excavation of dugouts and batting cages complete
3. Subgrade excavation of ticket booth and pavillion complete
4. Select fill installation at batting cages and dugouts complete
5. Select fill installation at ticket booth and pavillion complete
6. Fabrication of reinforcing steel for piers complete
7. Concrete footings at Concessions bldg complete
8. Concrete footings at ticket booth and pavillion complete
9. Electrical underground at Concessions bldg 75% complete
10. Concrete formwork at Concessions bldg 60% complete
11. Final layout of Concessions and ticket booth complete
12. Storm sewer materials on site

##### **B. PROJECTED WORK:**

1. Complete underground electrical at Concessions bldg.
2. Install plumbing underground at Concessions bldg.
3. Pour concrete foundation at Concessions and front entry
4. Install storm sewer system
5. Drill concrete footings at dugouts
6. Begin dugout foundations
7. Spec brick delivery
- 8.
- 9.
- 10.
- 11.
- 12.

#### **2. FIELD ISSUES**

##### **A. OUTSTANDING**

- 1.
- 2.

##### **B. CURRENT**

1. Final decision on change proposal #1
- 2.
- 3.

Baseball – Softball Athletic Complex – Progress Report Photos



1. Building pad for baseball batting cages



2. Building pad for 3<sup>rd</sup> base dug-out (Baseball)



3. Building pad for 1<sup>st</sup> base (Softball)



4. Concrete formwork for concession building



5. Building pad for softball batting cages



6. Concrete piers at front entry pavilion



**POLASEK CONSTRUCTION INC.**

**SUBMITTAL LOG - ECISD Baseball & Softball Complex**

**October 31, 2013**

Specified Division	Submittal No.	Description	Submitted By	Date Rec'd.	Consultant		Date Returned	Rev'd.	Rev'd As Noted	Rev. & Resub	Rej.	Remarks
					To	From						
02251		Termite Control	Bugmobile									
02240		Ornamental Fence	Always Fence									
02701	02701-05	Storm Sewer	Mercer Construction	10/7/2013			10/11/2013		X			Released
02701F	02701F-01	Field Trench Drains	Sports Edge	7/11/2013			7/12/2013		X			Released
02810		Irrigation System	Amberscapes									
02827		Natural Field Turf	Texas Multi Chem									
02831		Chain Link Fence	Always Fence									
02831		Color Coated CL	Always Fence									
02833		Metal Panel Fence	Always Fence									
02832-BC		Batting Cage Nets	Always Fence									
02860	02860-06	Dugout Benches	National Recreation	10/7/2013			10/11/2013	X				
03210	03210-02	Pier Steel Reinf.	Polasek Construction	10/7/2013			10/11/2013	X				Released
03210		Concrete Reinforce	Polasek Construction									
03300	03300-03	Concrete	Polasek Construction	10/7/2013			10/11/2013	X				Released
04200	04200-04	Unit Masonry	C & S Masonry	10/7/2013			10/11/2013		X			Released
05120		Structural Steel	Henderson Fabrication									
05500		Metal Fabrications	Henderson Fabrication									
06192	06192-09	Wood Trusses	American Truss	10/7/2013			10/11/2013		X			
06220		Millwork	Baseball Racks									
07183		Anti Graffiti Coating	Hervey Barlow									
07210		Building Insulation	Garland Insulating									
07610		Metal Roofing	Rain King Inc									
07920		Sealants	Hervey Barlow									
08114		Hollow Metal	H & H Overhead Door									
08334		OH Counter Doors	H & H Overhead Door									
08715		Finish Hardware	H & H Overhead Door									
08801		Glass and Glazing	Theut Glass									
09678		Resilient Base	AECO									
09900		Painting	Ideal Finishes									

**POLASEK CONSTRUCTION INC.**

**SUBMITTAL LOG - ECISD Baseball & Softball Complex** **October 31, 2013**

Specified Division	Submittal No.	Description	Submitted By	Date Rec'd.	Consultant		Date Returned	Rev'd.	Rev'd As Noted	Rev. & Resub	Rej.	Remarks
					To	From						
10167		Toilet Partitions	Crossroad Specialties									
10201		Louvers	TMG									
10351	10351-10	Flagpole	Kronberg Flagpole	10/7/2013			10/11/2013		X			
10401		Graphics	St George Sign									
10800		Toilet Accessories	Crossroad Specialties									
10951		Fire Extinguishers	Crossroad Specialties									
12341		Casework / SS	Victoria Cabinetworks									
13000		PEMB	TBD									
13125		Alum. Bleachers	Sturdisteel									
15450	15450-08	Plumbing Fixtures	El Campo Plumbing	10/7/2013								
15650		Mech Equipment	Eldridge A/C									
15800		Air Distribution	Eldridge A/C									
16420		Light Fixtures/Gear	Penner Electric									
16510	16510-07	Sport Lighting	Techline	10/7/2013								
16720		Public Address Sys	Bayou City Interests									

# CHANGE PROPOSAL REQUEST LOG

Project: Baseball and Softball Complex  
 Architect: RWS Architects  
 Contractor: Polasek Construction, Inc.

El Campo ISD  
 Project No. 1388  
 10/31/13



CPR NO.	DATE ISSUED	DESCRIPTION OF CHANGE	DWGS	FUNDING SOURCE ALLOWANCE	DATE PRICING SUBMITTED	DATE PRICING APPROVED	ESTIMATED/ PENDING CPR AMOUNT	APPROVED CPR AMOUNT	CO#	AEA ISSUE DATE	COMMENTS
01	10/06/13	1. Provide deletion of dug-out storage bldgs. Provide storage at batting cages.	N	CO	10/30/13		\$66.00				
		<b>TOTALS FOR CPR'S</b>					\$66.00	\$0.00			

# CHANGE PROPOSAL REQUEST LOG

**Project:** Baseball and Softball Complex  
**Architect:** RWS Architects  
**Contractor:** Polasek Construction, Inc.

El Campo ISD  
Project No. 1388  
10/31/13



## SUMMARY ( ALLOWANCES )

Graphics / Front Entry	\$	4,000.00
Materials Testing / Surveying	\$	19,000.00

### TOTAL ALLOWANCE AMOUNT

\$	23,000.00
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CPR TOTAL APPROVED TO DATE

\$0.00

REMAINING BALANCE AFTER APPROVED CPRs

\$	23,000.00
----	-----------

TOTAL ESTIMATED/ PENDING CPRs

\$66.00

REMAINING BALANCE AFTER PENDING AND APPROVED CPRs

\$	22,934.00
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# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

Date: Thursday, November 14, 2013

El Campo Independent School District  
New Baseball - Softball Complex

Time: 10:00 AM

Location: PCI Job Trailer

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PROGRESS MEETING NO. 3

AGENDA

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1. Review Previous Weeks Meeting Minutes
  - a. Status of action items
  - b. Comments or Changes
  
2. Review Logs - Discuss Outstanding Issues
  - a. RFI Logs
  - b. Submittal Logs
  - c. Minor Changes & Clarifications
  - d. Change Proposal Request & Change Proposals
  - e. Allowance Expenditure Authorizations
  
3. Review Schedule
  - a. Review work progress since previous meeting
  - b. Overall construction schedule and 3 week look ahead
  - c. Identify any material delivery issues or issues that may create delays
  - d. Change Proposal Request & Change Proposals
  
4. Review Field and Quality Control Issues
  - a. Previous week activity: Observations, problems, conflict, field directives
  - b. Schedule pre-installation conferences this week
  - c. Schedule inspections this week
  - d. Other issues and questions
  
5. New Issues
  - a. Polasek Construction, Inc.
  - b. El Campo Independent School District
  - c. RWS Architects, Inc.
  
6. Scheduled Meetings
  - a. Progress Meeting Number 04 to be held on date to be determined at the PCI job trailer.

P.O. BOX 64, EL CAMPO, TEXAS 77437

(979) 543-9708 FAX: (979) 543-2081



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

## MEETING MINUTES

**Date of Issue:** 11/14/13  
**Date of Meeting:** 10/30/13  
**Place of Meeting:** Athletic Complex - Job Trailer  
**Time of Meeting:** 10:00 AM

**Subject:** Progress Meeting # 02

**Present:**

Mark Pool, Superintendent	El Campo ISD	
Jeff Balcar	El Campo ISD	
Tim Supak	El Campo ISD - Trustee	(absent)
Malcolm Gaus	RWS Architects, Inc.	
Greg Polasek	Polasek Construction, Inc.	
Tyler Williams	Polasek Construction, Inc.	(absent)
Kevin Stehling	Polasek Construction, Inc.	
Brent Bubela	El Campo Little League	
Pat Krpec	El Campo Little League	

**Distribution:** All Attendees

**Submitted By:** Greg Polasek, Project Manager, Polasek Construction, Inc.

Item No.	Item Description	Responsibility	Due Date	Status
1.0	<b>PREVIOUS ISSUES:</b>			
Mtg 1	1.01 ECISD requested relocation of sport lighting poles near berms on foul lines. Verify with supplier if this can be done. <b>PCI contacted TechLine to verify if relocation was possible. Relocation would increase cost. ECISD instructed PCI to leave as is.</b>	PCI	ASAP	Closed
	1.02 ECISD requested a CP for elimination of the dug-out storage buildings and placement of such on the south end of the baseball field batting cages. Elimination of curbs and interior fencing shall also be included as part of this change. <b>PCI submitted pricing. Malcolm to provide documentation for signature based upon discussion.</b>	RWS / PCI	ASAP	Closed

Item No.	Item Description	Responsibility	Due Date	Status
2.0	<p><b><u>A. CONSTRUCTION PROGRESS:</u></b></p> <ol style="list-style-type: none"> <li>1. Parking area subgrade prep 95% complete</li> <li>2. Subgrade excavation of dugouts and batting cages complete</li> <li>3. Subgrade excavation of ticket booth and pavillion complete</li> <li>4. Select fill installation at batting cages and dugouts complete</li> <li>5. Select fill installation at ticket booth and pavillion complete</li> <li>6. Fabrication of reinforcing steel for piers complete</li> <li>7. Concrete footings at Concessions bldg complete</li> <li>8. Concrete footings at ticket booth and pavillion complete</li> <li>9. Electrical underground at Concessions bldg 75% complete</li> <li>10. Concrete formwork at Concessions bldg 60% complete</li> <li>11. Final layout of Concessions and ticket booth complete</li> <li>12. Storm sewer materials on site</li> </ol> <p><b><u>B. PROJECTED WORK:</u></b></p> <ol style="list-style-type: none"> <li>1. Complete underground electrical at Concessions bldg.</li> <li>2. Install plumbing underground at Concessions bldg.</li> <li>3. Pour concrete foundation at Concessions and front entry</li> <li>4. Install storm sewer system</li> <li>5. Drill concrete footings at dugouts</li> <li>6. Begin dugout foundations</li> <li>7. Spec brick delivery</li> <li>8.</li> <li>9.</li> <li>10.</li> <li>11.</li> <li>12.</li> </ol>			
3.0	<p><b><u>C. MATERIALS DELIVERY ISSUES / DELAYS:</u></b></p> <ol style="list-style-type: none"> <li>1.</li> </ol> <p><b><u>FIELD ISSUES AND QUALITY CONTROL:</u></b></p> <ol style="list-style-type: none"> <li>1.</li> </ol> <p><b><u>Comments related to construction activity</u></b></p> <p><b><u>Scheduled pre-installation conferences:</u></b></p> <ol style="list-style-type: none"> <li>1.</li> </ol>			
4.0	<p><b><u>DOCUMENT STATUS LOGS:</u></b></p> <p><b><u>Submittal Log reviewed with the following comments:</u></b></p> <p>Outstanding:</p> <p>Current:</p> <p>4.1 <b><u>RFI Log reviewed:</u></b></p> <p>None</p> <p>4.2 <b><u>CPR / AEA Log reviewed:</u></b></p> <p>Outstanding: None</p> <p>Current:</p> <p><b><u>Note:</u></b></p> <p><b><u>Minor Changes and Clarifications:</u></b> None</p>			

Item No.	Item Description	Responsibility	Due Date	Status
5.0	<b>NEW ISSUES</b>			
Mtg 2	2.01 Provide pricing for relocation of perimeter fence between baseball batting cages and outfield baseball fence. Follow drainage swale and sidewalk to increase area within fence. Malcolm to provide CP	RWS	ASAP	Open
	2.02 Discussions held concerning possible reduction in overall project cost to provide funding for closing cost and/or interim financing. Possible items would be deletion of windscreens at two fields and vinyl coated chain link.	ECISD / PCI	ASAP	Open
	2.03			
	2.04			

**Next Team Meeting 11/14/13 @ 10:00 am**

The preceding summation is our interpretation of the items discussed at the referenced meeting. Any persons desiring to add to or otherwise correct the minutes are requested to put their comments in writing to the project manager on or before the next meeting. Otherwise, the minutes will stand as written.



Greg Polasek  
Project Manager  
Polasek Construction, Inc.

**END OF MINUTES**

**POLASEK CONSTRUCTION INC.**

**SUBMITTAL LOG - ECISD Baseball & Softball Complex**

**November 14, 2013**

Specified Division	Submittal No.	Description	Submitted By	Date Rec'd.	Consultant		Date Returned	Rev'd.	Rev'd As Noted	Rev. & Resub	Rej.	Remarks
					To	From						
02251		Termite Control	Bugmobile									
02240		Ornamental Fence	Always Fence									
02701	02701-05	Storm Sewer	Mercer Construction	10/7/2013			10/11/2013		X			Released
02701F	02701F-01	Field Trench Drains	Sports Edge	7/11/2013			7/12/2013		X			Released
02810		Irrigation System	Amberscapes									
02827		Natural Field Turf	Texas Multi Chem									
02831		Chain Link Fence	Always Fence									
02831		Color Coated CL	Always Fence									
02833		Metal Panel Fence	Always Fence									
02832-BC		Batting Cage Nets	Always Fence									
02860	02860-06	Dugout Benches	National Recreation	10/7/2013			10/11/2013	X				
03210	03210-02	Pier Steel Reinf.	Polasek Construction	10/7/2013			10/11/2013	X				Released
03210	03210-11	Concrete Reinforce	Polasek Construction	11/14/2013								
03300	03300-03	Concrete	Polasek Construction	10/7/2013			10/11/2013	X				Released
04200	04200-04	Unit Masonry	C & S Masonry	10/7/2013			10/11/2013		X			Released
05120		Structural Steel	Henderson Fabrication									
05500		Metal Fabrications	Henderson Fabrication									
06192	06192-09	Wood Trusses	American Truss	10/7/2013			10/11/2013		X			
06220		Millwork	Baseball Racks									
07183		Anti Graffiti Coating	Hervey Barlow									
07210		Building Insulation	Garland Insulating									
07610		Metal Roofing	Rain King Inc									
07920		Sealants	Hervey Barlow									
08114		Hollow Metal	H & H Overhead Door									
08334		OH Counter Doors	H & H Overhead Door									
08715		Finish Hardware	H & H Overhead Door									
08801		Glass and Glazing	Theut Glass									
09678		Resilient Base	AECO									
09900		Painting	Ideal Finishes									

**POLASEK CONSTRUCTION INC.**

**SUBMITTAL LOG - ECISD Baseball & Softball Complex** **November 14, 2013**

Specified Division	Submittal No.	Description	Submitted By	Date Rec'd.	Consultant		Date Returned	Rev'd.	Rev'd As Noted	Rev. & Resub	Rej.	Remarks
					To	From						
10167		Toilet Partitions	Crossroad Specialties									
10201		Louvers	TMG									
10351	10351-10	Flagpole	Kronberg Flagpole	10/7/2013			10/11/2013		X			
10401		Graphics	St George Sign									
10800		Toilet Accessories	Crossroad Specialties									
10951		Fire Extinguishers	Crossroad Specialties									
12341		Casework / SS	Victoria Cabinetworks									
13000		PEMB	TBD									
13125		Alum. Bleachers	Sturdisteel									
15450	15450-08	Plumbing Fixtures	El Campo Plumbing	10/7/2013			11/3/2013		X			
15650		Mech Equipment	Eldridge A/C									
15800		Air Distribution	Eldridge A/C									
16420		Light Fixtures/Gear	Penner Electric									
16510	16510-07	Sport Lighting	Techline	10/7/2013			11/3/2013			X		
16510	16510-07R	Sport Lighting	Techline	11/14/2013								
16720		Public Address Sys	Bayou City Interests									





**CHANGE PROPOSAL REQUEST LOG**

El Campo ISD  
Project No. 1388  
11/14/13

Project: Baseball and Softball Complex  
Architect: RWS Architects  
Contractor: Polasek Construction, Inc.

**SUMMARY ( ALLOWANCES )**

Graphics / Front Entry \$ 4,000.00  
Materials Testing / Surveying \$ 19,000.00

**\$ 23,000.00**

**TOTAL ALLOWANCE AMOUNT**

**\$ 23,000.00**

**CPR TOTAL APPROVED TO DATE**  
**REMAINING BALANCE AFTER APPROVED CPRs**

**\$696.00**  
**\$ 22,304.00**

**TOTAL ESTIMATED/ PENDING CPRs**  
**REMAINING BALANCE AFTER PENDING AND APPROVED CPRs**



# **POLASEK CONSTRUCTION, INC.**

**GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD**

## **El Campo Independent School District Baseball - Softball Athletic Complex**

### **Project Overview**

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<b>Meeting Location:</b>	PCI Job Trailer	<b>Date:</b>	11/14/2013
	El Campo, Texas	<b>Time:</b>	10:00 AM

---

#### **1. SCHEDULE AND PROGRESS:**

##### **A. WORK COMPLETED**

1. Parking area subgrade prep complete
2. Electrical underground at Concessions bldg complete
3. Concrete formwork at Concessions bldg 90% complete
4. Underground plumbing rough at Concessions complete
5. Rain delay 6 days
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

##### **B. PROJECTED WORK:**

1. Final layout of dugouts
2. Drill concrete footings at dugouts
3. Begin grade beam excavation / prep at dugouts
4. Install storm sewer system
5. Begin outfield fence post installation at both fields
6. Spec brick delivery
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

#### **2. FIELD ISSUES**

##### **A. OUTSTANDING**

1. Verify decisions for VE items discussed
- 2.

##### **B. CURRENT**

- 1.
- 2.
- 3.

Baseball – Softball Athletic Complex – Progress Report Photos



1. Building pad at softball field dugouts



2. Underground plumbing at concession restroom bldg.

PROGRESS REPORT PHOTOS



1. Trench drain / backstop foundation field # 6



2. Trench drain / backstop foundation field # 6



3. Flex-field restroom exterior partitions.



4. Backstop concrete formwork field # 5



5. Dugout construction at field # 4



6. Dugout construction at field # 3

PROGRESS REPORT PHOTOS (2)



7. Underground electrical at concession restroom bldg.



8. Underground electrical at concession restroom bldg.



9. Dugout construction at field # 3



10. Concrete pour at backstop foundation / Trench drain



11. Storm sewer system installation

**PROJECT:** El Campo High School  
Baseball and Softball Complex  
**OWNER:** El Campo Little League  
**TO CONTRACTOR:** Polasek Construction, Inc.  
P.O. Box 64  
El Campo, Texas 77437

**TITLE OF CP:** Dugout Storage to Batting Cages  
**DATE OF ISSUANCE:** November 6, 2013  
**OWNER PROJECT NUMBER:** n/a  
**RWS PROJECT NUMBER:** 1388  
**CONTRACTOR PROJECT NUMBER:**

**ATTENTION:** Mr. Greg Polasek

**1. PROPOSED CHANGE IN WORK:** Please submit an itemized quotation for all costs for the proposed changes to the Contract Documents described herein. This is not a Change Order nor Authorization to Proceed with the proposed changes. The Work is generally described below and should be priced as marked and the appropriate amounts inserted in Item 2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION below.

Relocate the proposed 12' x 14' storage buildings at each of the home dugouts to be constructed under the batting cage roof structure and use the materials appropriated for their construction to build a 15' x 30' storage building at the baseball batting cage and a 10' x 30' storage building at the softball batting cage. The 6" curb and chainlink fencing that secure the interior legs of the batting cages should be deleted as well which will leave the perimeter fence enclosure to the complex in tack.

**Attachments:**

Architect: RWS Architects Incorporated

By Malcolm C. Hrus Date 11-6-2013

**2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION**

- The \_\_\_\_\_ Allowance will be (increased)(decreased) by ..... \$ —
- The Contract Sum will be (increased)(decreased)(unchanged) by ..... \$ 696.00
- The Contract Time will be (increased)(decreased)(unchanged) by (Regular Work Days)..... 0 Days
- Other: \_\_\_\_\_

**Attachments:**

Contractor: Polasek Construction Company

By Greg Polasek Date 11/10/13

**3. ARCHITECT RECOMMENDATION**

- The Architect recommends (acceptance, ~~rejection~~) of this Change Proposal.
- The \_\_\_\_\_ Allowance will be (increased)(decreased) by ..... \$ \_\_\_\_\_
- The Contract Sum will be (increased)(decreased)(unchanged) by ..... \$ 696.00
- The Contract Time will be (increased)(decreased)(unchanged) by (Regular Work Days)..... 0 Days
- Other: \_\_\_\_\_

**Attachments:**

Architect: RWS Architects Incorporated

By Malcolm C. Hrus Date 11/14/2013

**4. El Campo Independent School District Approval of Requested ACTION**

- The Architect's recommendation as stated herein is accepted.
- Other: \_\_\_\_\_

Buyer: El Campo ISD

By Robert Mark Pool Date 11/14/2013

**5. OWNER ACTION**

- The Architect's recommendation as stated herein is accepted base on the acceptance of the Buyer.
- Other: \_\_\_\_\_

Owner: El Campo Little League

By \_\_\_\_\_ Date \_\_\_\_\_

**6. DISTRIBUTION**

- File 5.2,  Owner-  Architect  Contractor  Buyer  Field  Other

# RWS ARCHITECTS

# Change Proposal CP#1388-02

**PROJECT:** El Campo High School  
Baseball and Softball Complex  
**OWNER:** El Campo Little League  
**TO CONTRACTOR:** Polasek Construction, Inc.  
P.O. Box 64  
El Campo, Texas 77437

**TITLE OF CP:** Relocation of Perimeter Fence  
**DATE OF ISSUANCE:** November 6, 2013  
**OWNER PROJECT NUMBER:** n/a  
**RWS PROJECT NUMBER:** 1388  
**CONTRACTOR PROJECT NUMBER:**

**ATTENTION:** Mr. Greg Polasek

**1. PROPOSED CHANGE IN WORK:** Please submit an itemized quotation for all costs for the proposed changes to the Contract Documents described herein. This is not a Change Order nor Authorization to Proceed with the proposed changes. The Work is generally described below and should be priced as marked and the appropriate amounts inserted in Item 2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION below.

The proposed baseball field perimeter chainlink fence behind the right field Berm ran from the right field foul pole for approximately 90 ft and then doglegged for another 150 ft to the back side of the batting cages (240 linear feet). The proposed change would create more space inside the perimeter fence by relocating some of the fence to make the original run from the right field foul pole approximately 180 ft and then doglegging for another 60 feet to the same original point at the back of the batting cages (240 linear feet). This change would also make the dogleg contiguous with the sidewalk, thus eliminating some of the dead space outside the perimeter fence.

**Attachments:**

**Architect:** RWS Architects Incorporated

By Malcolm C. Staus Date 11-6-2013

**2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION**

- The \_\_\_\_\_ Allowance will be (increased)(decreased) by ..... \$ —
- The Contract Sum will be (increased)(decreased)(unchanged) by ..... \$ 0
- The Contract Time will be (increased)(decreased)(unchanged) by (Regular Work Days)..... 0 Days
- Other: \_\_\_\_\_

**Attachments:**

**Contractor:** Polasek Construction Company

By Greg Polasek Date 11/14/13

**3. ARCHITECT RECOMMENDATION**

- The Architect recommends (acceptance, rejection) of this Change Proposal.
- The \_\_\_\_\_ Allowance will be (increased)(decreased) by ..... \$ \_\_\_\_\_
- The Contract Sum will be (increased)(decreased)(unchanged) by ..... \$ 0
- The Contract Time will be (increased)(decreased)(unchanged) by (Regular Work Days)..... 0 Days
- Other: \_\_\_\_\_

**Attachments:**

**Architect:** RWS Architects Incorporated

By Malcolm C. Staus Date 11/14/2013

**4. El Campo Independent School District Approval of Requested ACTION**

- The Architect's recommendation as stated herein is accepted.
- Other: \_\_\_\_\_

**Buyer:** El Campo ISD

By Robert Mark Pool Date 11/14/2013

**5. OWNER ACTION**

- The Architect's recommendation as stated herein is accepted base on the acceptance of the Buyer.
- Other: \_\_\_\_\_

**Owner:** El Campo Little League

By \_\_\_\_\_ Date \_\_\_\_\_

**6. DISTRIBUTION**

- File 5.2,  Owner-  Architect  Contractor  Buyer  Field  Other

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

4 PAGES

TO OWNER: EC LITTLE LEAGUE  
 P.O. BOX 586  
 EL CAMPO, TEXAS

PROJECT: ECISD BASEBALL &  
 SOFTBALL COMPLEX

FROM CONTRACTOR: POLASEK CONSTRUCTION INC.  
 P.O. BX 64  
 EL CAMPO, TEXAS 77437

VIA ARCHITECT: RWS ARCHITECTS INC.  
 3100 TIMMONS, STE 410  
 HOUSTON, TEXAS

CONTRACT FOR: GENERAL CONSTRUCTION

APPLICATION NO: #1

PERIOD TO: 6/10/13

PROJECT NOS: 1388

CONTRACT DATE: 3/5/2013

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 2386707.00
2. Net change by Change Orders ..... 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 2386707.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 61353.00  
 (Column G on G703)
5. RETAINAGE:
  - a. 5 % of Completed Work \$ 3067.65  
 (Column D + E on G703)
  - b. 5 % of Stored Material (Column F on G703) \$ 0.00  
 Total Retainage (Lines 5a + 5b or Total in Column F of G703) \$ 3067.65
6. TOTAL EARNED LESS RETAINAGE ..... \$ 58285.35  
 (Line 4 Less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 0.00
8. CURRENT PAYMENT DUE ..... \$ 58285.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2328421.65  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
<b>TOTALS</b>	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown hereon is now due. KAREN DENISE HLAVATY My Commission Expires May 14, 2015

CONTRACTOR: POLASEK CONSTRUCTION INC.  
 By: *[Signature]* Date: 6/17/13  
 State of: TEXAS County of: WITMERSON  
 Subscribed and sworn to before me this 17th day of June, 2013  
 Notary Public: *[Signature]*  
 My Commission expires: 5/14/2015

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 58,285.35

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

ARCHITECT: *[Signature]* Date: June 19, 2013

By: *[Signature]* Date: June 19, 2013

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

4 PAGES

TO OWNER: EC LITTLE LEAGUE  
 P.O. BOX 586  
 EL CAMPO, TEXAS

PROJECT: ECISD BASEBALL & SOFTBALL COMPLEX

FROM CONTRACTOR: POLASEK CONSTRUCTION INC.  
 P.O. BX 64  
 EL CAMPO, TEXAS 77437

VIA ARCHITECT: RWS ARCHITECTS INC.  
 3100 TIMMONS, STE 410  
 HOUSTON, TEXAS

APPLICATION NO: #2

PERIOD TO: 8/26/13

PROJECT NOS: 1388

CONTRACT DATE: 3/5/2013

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**POSTED**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM.....	\$	2386707.00
2. Net change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	2386707.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$	115803.00
5. RETAINAGE:		
a. 5 % of Completed Work .....	\$	5790.15
(Column D + E on G703)		
b. 5 % of Stored Material .....	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703) .....	\$	5790.15
6. TOTAL EARNED LESS RETAINAGE .....	\$	110012.85
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate) .....	\$	58285.35
8. CURRENT PAYMENT DUE .....	\$	51727.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	2276694.15
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and PAYMENT RECEIVED from the Owner, and that current payments shown herein are now DUE. My Commission Expires May 14, 2015



CONTRACTOR: POLASEK CONSTRUCTION INC.

By: *[Signature]* Date: 8/26/13

State of: *Texas* County of: *Wheeler*

Subscribed and sworn to before me this *24th* day of *Aug.* 2013

Notary Public: *Dorothy Hancock*

My Commission expires: *May 14, 2015*

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED .....

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

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

4 PAGES

TO OWNER: EC LITTLE LEAGUE PROJECT: ECISD BASEBALL & SOFTBALL COMPLEX  
 P.O. BOX 586  
 EL CAMPO, TEXAS

FROM CONTRACTOR: POLASEK CONSTRUCTION INC. VIA ARCHITECT: RWS ARCHITECTS INC.  
 P.O. BOX 64 3100 TIMMONS, STE 410  
 EL CAMPO, TEXAS 77437 HOUSTON, TEXAS

CONTRACT FOR: GENERAL CONSTRUCTION

APPLICATION NO: #3 Distribution to:  OWNER  ARCHITECT  CONTRACTOR

PERIOD TO: 10/30/13

PROJECT NOS: 1388

CONTRACT DATE: 3/5/2013

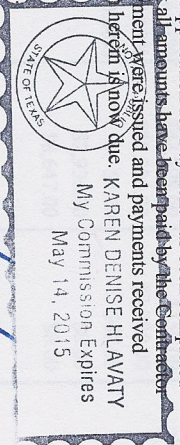
**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM. .... \$ 2386707.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 2386707.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 236638.00  
 (Column G on G703)
5. RETAINAGE:
  - a. 5 % of Completed Work ..... \$ 10581.90  
 (Column D + E on G703)
  - b. 5 % of Stored Material ..... \$ 1250.00  
 (Column F on G703)  
 Total Retainage (Lines 5a + 5b or  
 Total in Column I of G703) ..... \$ 11831.90
6. TOTAL EARNED LESS RETAINAGE ..... \$ 224806.10  
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 110012.85
8. CURRENT PAYMENT DUE ..... \$ 114793.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2161900.90  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. KAREN DENISE HLAVATY My Commission Expires May 14, 2015



CONTRACTOR: POLASEK CONSTRUCTION INC.  
 By: *[Signature]* Date: 10/30/13  
 State of: *Texas* County of: *Houston*  
 Subscribed and sworn to before me this *30th* day of *October*  
 Notary Public: *Denise Hlavaty*  
 My Commission expires: *May 14, 2015*

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Agenda Item Summary Sheet (5 B)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Discussion Only***

**Business and Operations** Report on Auditorium Renovations

**Summary**

On October 9, 2013, Malcolm Gaus and I met with the following staff members: Rich DuBroc, Molly Kresta, Katrese Skinner, Carl Woodsworth, Stanley Petrisky, and Jeff Balcar.

The purpose of the meeting was to review the updated scope of work and opinion of probable cost provided by RWS Architects during our summer facilities workshop. We wanted to make sure that the scope of work included what the staff has recommended, and to determine if the project could be phased differently or with alternates to a base proposal that would allow the Board to consider funding a portion of the project out of General Fund fund balance. (A copy of the minutes of this meeting is attached.) All staff members have had the opportunity to review the minutes of this meeting to make sure that we have addressed all concerns.

Malcolm Gaus will attend the meeting to review with you a different way to phase this project based on the input of our staff members. If the Board desires to move forward we can do a request for proposals sometime next spring, which will provide us with a contractor's bid amount as opposed to the current Opinion of Probable Costs. We can look at a base proposal with alternates and determine how much if any can be funded out of fund balance.

The Community Facilities Advisory Committee will also be actively working at that time and could consider part or all of the project as part of their recommended "Best Course of Action."

**ECISD Board Policy** None.

**Effective Date** November 19, 2013

**Previous Board Action** The Auditorium Renovation Project has been discussed a number of times since 2007.

**Future Action Expected** The Board may hold additional workshops and/or take action on this project in the future.

**Background Information and Significant Issues** Malcolm Gaus will attend the meeting to discuss with you the revised scope of work and possible phasing.

<b>Fiscal Impact</b>	Unknown at this time. Depends on final decisions regarding proposed projects.
<b>Student and Public Benefit</b>	Conservative approach to providing the best facilities possible for students and the general public with the funds available.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• RWS Meeting Report - October 9, 2013</li> </ul>
<b>Contact Person(s)</b>	<p>Mark Pool, Superintendent of Schools</p> <p>David Bright, Assistant Superintendent of Business and Operations</p>
<b>Action Required</b>	Discussion Item Only.
<b>Superintendent's Recommendation</b>	<p>None.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>

# RWS Meeting Report

## ARCHITECTS

### Meeting Report Auditorium Renovations

Project: High School Auditorium Renovations, El Campo ISD

Meeting Date: October 9, 2013

RWS Project No: To Be Determined

#### Attendees:

Mark Pool (MP)	Superintendent, El Campo ISD
Rich DuBroc (RD)	Principal, El Campo High School (ECHS)
Molly Kresta (MK)	CATE: Yearbook/DTP (ECHS)
Katrese Skinner (KS)	Debate/Com App/UIL Coordinator (ECHS)
Carl Woodsworth (CW)	Fine Arts/Theater (ECHS)
Stanley Petrisky (SP)	Choir, (ECHS)
Jeff Balcar (JB)	Director of Maintenance and Operations, El Campo ISD
Malcolm C. Gaus (MCG)	RWS Architects (RWS)

<u>Item</u>	<u>Description</u>	<u>Action</u>
1.1	<p>Introduction</p> <ul style="list-style-type: none"> <li>Mr. Pool stated to the group the purpose of the meeting was to review the previous discussions with the administration and staff that had started in 2007 and review the Scope of Work Document that was presented to the ECISD School Board on June 12, 2013 and determine if the phases that had been formulated by RWS Architects were valid and if there was a possibility of more phasing and or alternates that could be taken to work within a budget that could be paid for out of fund balance and or a part of the proposed Bond Referendum.</li> <li>The discussion was turned over to Malcolm C. Gaus with RWS Architects. Copies of the Scope of Work Sheet were provided to the group along with an opinion of probable cost for each element of the scope of work. Attached to these minutes is a copy of the handouts.</li> </ul>	Info
1.2	<p>Review of the Scope of Work</p> <p>Stage Upgrades</p> <ul style="list-style-type: none"> <li>SU1 – New Stage Curtain has been completed by the Owner.</li> <li>SU2 – MCG discussed the proscenium opening concept and to carry the wood paneling and acoustical treatment to the auditorium walls.</li> <li>SU3 – MCG reviewed the removal of the ramp and the extension of the stage to extend out to the existing curb pipe rail element. Front stage would be oak or pine flooring and back stage would be flat black Masonite. Leading edge of stage would be cased with a raised section that would conceal electrical duplex outlets as well as mic jacks and other plug and play devices. CW and KS desired to have technology in</li> </ul>	Info

	<p>this raised section to allow for laptop, iPods, MP3 players, or other devices that students used to rehearse individually.</p> <ul style="list-style-type: none"> <li>● SU4 – MCG discussed placement of the house lighting backstage for band concerts. MP and JB commented that the District standard light fixture was to incorporate LED technology. Question as to whether a fly gallery would ever be used was address. Yes it would be nice, MP indicated we should review this with the Theatrical Consultant and establish it as an alternate proposal. For sure the house lights for the back stage should be positioned above any possible riggings and curtains.</li> <li>● SU5 – MCG reviewed that as part of the proscenium opening renovation that the speaker cluster would be concealed in the ceiling furrings and possible side walls. Consultation of Mike Matthews with Bayou City Interest, Inc. will be employed as he is a local Sound System specialist and familiar with El Campo ISD theatrical department and system. The new sound board should be capable of having 32-48 channel digital mixing with 10 wireless headset/handheld mics and would like hanging mics from the back stage area as well as speakers that would allow for backstage cueing.</li> <li>● SU6 – MCG requested additional information to provide a design for this requirement. The current concept is to provide for a building addition to the area directly behind the stage that would provide an area for both male and female restrooms as well as dressing and to provide some type of area for set storage, set design. All ECISD personnel in the meeting provide input into what would be desired, they are as follows:             <ul style="list-style-type: none"> <li>○ Restroom should have handicap accessible water closet only</li> <li>○ Lavatory should be substituted for a dual purpose utility sink that would allow for washing of hands and removal of make-up. A shallow stainless steel sink with a T&amp;S Brass hand held spray arm Model B-0133 would be desired. On demand water heater in lieu of free standing domestic water heater.</li> <li>○ Dressing area shall have a 20” to 24” deep counter top supported by 12” wide drawer cabinets for storage of make-up and brushes. Four knee space sections should be provided.</li> <li>○ Make-up and dressing mirrors shall be well lit with exposed bulb lighting across top and at each section divider. Electrical duplex receptacles should be place along the bottom edge of the dressing mirrors and elsewhere were applicable on the remaining walls.</li> <li>○ Costume Storage for Dressing should be rod and shelf with shelf at 72” AFF for female and dual rod and shelf with top shelf at 72 lower shelf to be verified by (CW) at 30”.</li> <li>○ Floor surface may be sealed concrete with floor drains.</li> </ul> </li> <li>● Set Storage and Set Design area shall be constructed in conjunction with the dressing room addition. Access should be off of the back wall however it is desired to have the dressing rooms back to back to utilize one plumbing chase and also have the set storage close to the Loading Dock. Provide 45 Gallon Flammable Liquid Storage Cabinet to hold paint supplies and spray paint canisters. Provide Costume Storage and</li> </ul>	
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	<p>shelf storage. Existing dressing rooms will be converted to costume storage by ECISD maintenance.</p> <ul style="list-style-type: none"> <li>• JB to verify location of nearest sanitary sewer for this addition.</li> </ul> <p>Auditorium Seating Area Revisions</p> <ul style="list-style-type: none"> <li>• ASR-1 &amp; 2. KS indicated that the rear control booth being enclosed was no longer desired but to have more space to work with the lighting and sound boards was. It was agreed that the floor plan was adequate for the proposed location of the light and sound boards and that a cabinet which could be closed would be required. MCG suggested that a light and sound work center with a wood tambour roll top cover and lock be incorporated into the design. The side spot light platform would remain as previously proposed. In addition plug-in at the handicap seating area would be provided to facilitate use of the sound and light boards closer to the stage for instructional purposes.</li> <li>• ASR-3. MCG commented that the house lighting would be changed to 2 x 2 LED packaged units; JB indicated that 2x2 may not be available at this time. In that case 2 x 4 LED fixtures would be used in lieu thereof. CW mentioned that it was proposed that the existing 24 circuit dimmer panel could be used to drive the new house lighting and a new light board would be beneficial to drive the proposed motorized batten just below the existing catwalk as well as stage lights.</li> <li>• ASR-4 MCG indicated that the catwalk would be off limits to students and that only staff and maintenance personnel would have access. A metal access ladder with cage would be provided with pulley hoist for transfer of tools and supplies.</li> <li>• ASR-5 Aisle lighting would be installed to comply with the current code. KS requested that the existing aisle lighting control equipment which was of museum quality be turned over to ECISD for salvage.</li> <li>• ASR-6 Seat Replacement. MCG indicated that there is a possibility that the removal of seating at the front of the auditorium to provide handicap accessible seating as well as the removal of seating at the rear of the auditorium could be scrapped for parts to rebuild those desired seat locations throughout the auditorium that are broken or damage. JB is to provide MCG a count of the damaged or broken seat. MP requested that new seating be priced as the Base Proposal with alternates that would replace the seating in the lower section and upper section. Seat sizes should also be varied as recommended by auditorium seating manufacturers.</li> <li>• ASR-7 in conjunction with SU-5 will need to provide for assistive listening devices. RD, KS, CW, and SP all agreed that the 10 wireless headsets for the performers would be adequate.</li> <li>• ASR-8 MCG reviewed the proposed drawing of the acoustical wall treatment and wall sconces to dress up the interior of the auditorium and to tie in the new Arched Proscenium. KS indicated that the acoustics were exceptional under the current condition. MCG acknowledged that with the new treatment that an acoustician would be consulted to confirm that the acoustical treatment<sup>115</sup> would not diminish the quality of</li> </ul>	
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	<p>sound. Additionally the Base Proposal would be to replace the complete ceiling system. Alternate proposal would be to replace the ceiling tiles and have the existing suspension grid to remain.</p> <p>Auditorium Entry and Restroom Facilities.</p> <ul style="list-style-type: none"> <li>• AERF – 1 MCG indicated that in order to provide full handicap accessible features at the existing restrooms that the fixture count would be reduced. With the addition of the dressing facility at the back of the stage the additional plumbing fixtures would match existing. This will be review with the City of El Campo Building Code Official.</li> <li>• AERF – 2 based on the suggestion by MK and CW that something needed to be done about the sound and light which traveled through the stairwells when the doors to the auditorium were opened, MCG proposed a revision to the lobby area of the main entrance that would create a vestibule to the entrance to the auditorium that would trap the direct light into the stairwell and provide new doors and closures. This would also provide for a display case open to the remaining lobby area as well as provide for interior wall treatments for bill board displays like old time theaters for upcoming events. In addition to the renovations of the lobby a ticket booth was suggested to be placed in the middle section of exit doors so that an isolated ticket booth could be provided that would allow for the selling and taking of tickets for events.</li> <li>• AERF – 3 See SU – 6 for discussion of Dressing and Restroom Addition.</li> </ul> <p>MEP Revisions</p> <ul style="list-style-type: none"> <li>• MEP – 1 MCG reviewed the previous concept of adding a motorized batten that would be suspended from the ceiling below the existing catwalk. This item was part of the 2007 through 2010 discussion and a structural review of this proposal was completed and recommended additional structure be added to the Auditorium Catwalk to support the 1800 lb motorized batten system. This new lighting system would allow for the lighting of the front stage as well as areas behind the existing curtain which are hard to light from the current catwalk condition. MK also reminded all that the auditorium has the large projection screen installed but no projector is capable of projecting the full size screen. MCG indicated that the aspect ratio of a projection device that could be suspended from the existing auditorium ceiling should be researched by the technology department. MCG requested that a proposed projector be provided to him to determine a location for the projection of large scale medium for all productions.</li> <li>• MEP – 2 MCG questioned if there was any problem with the existing air units. JB indicated that the current units were fairly new and that they hold their own but when the auditorium was at full capacity it was all that they could do to hold temperature. MCG commented that we would look at this from the MEP side and determine if any additional units to pre-treat the units would be beneficial.</li> </ul>	
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	<ul style="list-style-type: none"> <li>MEP – 3 MCG indicated that whatever addition would be added to the rear of the stage additional air conditioning roof top units would be used to supply air to that area.</li> </ul> <p>Exterior Renovations</p> <ul style="list-style-type: none"> <li>ER – 1 Loading Dock, from previous discussion, the loading dock area needed to have some work done to it to insure that vehicles could get to the dock and not create excessive loads to the sidewalks that would adversely affect their strength and stability. Additional bollards needed to be placed and a possible loading dock door needed to be added to this area.</li> <li>ER – 2. MCG indicated that all doors to the existing facility needed to be replaced with new hardware. That was included into the opinion of probable cost.</li> </ul>	
<p>1.3</p>	<p>Review of Phasing</p> <ul style="list-style-type: none"> <li>A careful review of the phasing that was presented to the Board on June 12, 2013 was completed with KS taking the lead. It was in general agreement that the categories and items broken out into the two phases along with the possible alternate proposals were acceptable.</li> <li>The question was asked if there was a scenario where three phases could be utilized to provide options to the school board which would help reduce the initial cost of the first phase and spread the renovation out so that the project was more palatable. In the ensuing discussion it was determined that there was in fact a Three Phase Renovation that could occur without disrupting the use of the Auditorium for both academics as well as community performance. In this scenario the following phases would describe the general scope of work             <ul style="list-style-type: none"> <li>Phase One:                 <ul style="list-style-type: none"> <li>SU-4 House Lighting Backstage</li> <li>ASR-3 House Lighting of Auditorium</li> <li>ASR-5 Auditorium aisle lighting to meet ADA</li> <li>MEP-1 Electrical Lighting Panel and Motorized Batten</li> <li>SU-5 Speaker Cluster and Sound Board</li> <li>ASR-7 Assistive Listening Devices to meet ADA</li> <li>ASR-2 Sound and Lighting Desk at rear of Auditorium</li> <li>SU-3 Stage Floor front and back stage, handicap seating</li> <li>ASR-4 Catwalk/Roof Access</li> <li>ER-1 Loading Dock</li> <li>ER-2 New Entry Doors and Hardware</li> <li>SU-6 and MEP-3 Set Design/Costume/Storage Addition</li> <li>ASR-1 Handicap Seating at front for cross aisle</li> <li>AERF-2 Ticket Booth installation.</li> <li>AERF-3 Dressing/Restroom Addition</li> </ul> </li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Phase Two: SU-2 Proscenium Opening ASR-8 Wood and Acoustical Treatment of Auditorium Walls.</li>   <li>▪ Phase Three: MEP-2 HVAC Upgrades AERF-1 AERF-2 Display and lobby vestibule ASR-6 Replace Seating with Alternate options.</li> </ul>	
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These minutes were prepared to accurately report the discussions, issues, and decisions made at the above referenced meeting. Should any attendee not agree with the statements made above please provide corrections or clarifications in writing within ten (10) days of receipt; otherwise, it is deemed all meeting participants are in agreement with the contents.

**End of Meeting Report**

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File 3.4  
All Attendees

*C:\EL Campo ISD Proposed Projects\Auditorium\Word\Meeting Minutes October 9, 2013.doc*

**Agenda Item Summary Sheet (7 A)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Discussion Item***

**Business and Operations** Request to Address the Board by Larry Darnell Lee

**Summary**

On November 2, 2013, following the Sealy football game, Sergeant Robert Holder informed Rich DuBroc and I that he had issued a Criminal Trespass Warning to Larry Darnell Lee for attempting to get a 13-year-old female into his car.

According to Sergeant Holder, the 13-year-old female student and a 14-year-old female student had gone to the parking lot during the football game to search for a ring, which she thought she might have lost in the car. Larry Darnell Lee, a 32-year-old male, asked the 13-year-old female if she had a boyfriend and then attempted to get her to go with him. Both girls then returned to the stands and reported the incident to the 13-year-old's mother who reported it to Sergeant Holder. Sergeant Holder then went to the parking lot, located Mr. Lee, issued him a Criminal Trespass Warning and directed him to leave the premises.

Mr. Lee has requested that the School District lift the Criminal Trespass Warning and I have refused to do so due the circumstances that caused the warning to be issued, which were reported to me by Officer Holder. Mr. Lee then asked to be placed on the agenda to speak with the Board regarding this matter.

**ECISD Board Policy** BED (LOCAL) – BOARD MEETINGS, PUBLIC PARTICIPATION

**Effective Date** November 19, 2013

**Previous Board Action** None.

**Future Action Expected** None.

**Background Information and Significant Issues** None.

**Fiscal Impact** None.

**Student and Public Benefit** Unknown.

**Procedural and Reporting Implications** None.

**Public Comments** None.

**Alternatives** The Board can direct me to "lift" the Criminal Trespass Warning.

**Other Comments and Related Issues**

None.

**Attachments**

Request for Placement of an Item on the Agenda by Larry Darnell Lee

**Contact Person(s)**

Mark Pool, Superintendent of Schools

**Action Required**

None.

**Superintendent's Recommendation**

This is a discussion item only.

**Mark Pool, Superintendent of Schools**

**Agenda Item Summary Sheet (7 B)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

<b>Governance</b>	Administrative Regulation for Registered Sex Offenders on Campus
<b>Summary</b>	<p>According to LOCAL policy the Superintendent and administrative staff are responsible for developing and enforcing procedures for the operation of the District. These procedures constitute the administrative regulations of the District and consist of documents that define standard operating procedure. Administrative regulations are subject to Board review but shall not be adopted by the Board. In case of conflict between the administrative regulations and policy, policy shall prevail.</p> <p>Following last month's public comment by Ms. Maria Vasquez in reference to her grandchildren and that a registered sex offender was allowed to pick them up from school, I requested that Carolyn Gordon work with campus administrators to review our board policies and district procedures.</p> <p>Carolyn and her team of administrators met on Thursday, November 14<sup>th</sup>, and will have a conference call with Marquette Maresh, an attorney we work with from Walsh-Anderson, on Monday, November 18<sup>th</sup>.</p>
<b>ECISD Board Policy</b>	GKC (LOCAL) – COMMUNITY RELATIONS, VISITORS TO THE SCHOOLS
<b>Effective Date</b>	November 19, 2013
<b>Previous Board Action</b>	Adoption of Board policy GKC (LOCAL) on October 4, 2007
<b>Future Action Expected</b>	None
<b>Background Information and Significant Issues</b>	<p>On November 13<sup>th</sup>, I had an email from Marquette Maresh informing me that she had had a question from another client about campus visitor policies. She said the inquiry prompted her to check the policies of other clients and in doing so she discovered a potential issue with our district policy.</p> <p>Marquette said that back in 2007 the 80<sup>th</sup> Legislature added § 38.022 to the Texas Education Code regarding campus visitation by sex offenders. The statute permits school districts to use a computerized database to verify whether a visitor is a sex offender, which we currently do.</p> <p>Marquette added that the law also requires school districts to adopt a policy regarding the action to be taken by the</p>

administration of a school campus when a visitor is identified. To address the change in the law, TASB issued a model GKC (LOCAL) policy as part of Update 81, which we adopted on December 18, 2007. The model policy says that the Superintendent and campus administrators will create and implement procedures for sex offender visitors that cover seven basic areas. Yet, the model policy did not provide any specific guidance as to the development or content of those procedures. This resulted in most school districts adopting a local policy that imposes a duty to create procedures for sex offender visitors; however, many districts did not realize they had obligated themselves to create more detailed procedures beyond what is reflected in policy.

I informed Marquette that through a recent issue in our district that I had already discovered that we needed to develop an administrative regulation and that I had a team of administrators working on doing just that. She offered to provide more specific guidance on what such a procedure might include. She also offered to provide the District with a revised version of GKC (LOCAL) that addresses the concern.

She also pointed out that districts have significant discretion in how to deal with sex offender visitors.

GKC (LOCAL) states the following with regards to registered sex offenders on district premises:

*The Superintendent, working with campus administrators, shall develop and implement procedures regarding campus visitors, who are identified as sex offenders. These procedures shall address:*

1. *Parent rights;*
2. *Escort by District personnel;*
3. *Access to common areas of the campus;*
4. *Access to classrooms;*
5. *Drop off and release of students;*
6. *Eligibility to serve as volunteers; and*
7. *Any other relevant issues.*

**Fiscal Impact**

None.

**Student and Public Benefit**

Having a written administrative regulation or policy regarding sex offender visits to campus will help us to make sure that we continue to keep children's safety as our number one priority.

**Procedural and Reporting Implications**

Once reviewed by the Board the procedures to deal with sex offender visitors to campus will become a part of our official Administrative Regulations; or if a revised policy is recommended and approved by the Board it will become a part of our official board policies.

<b>Public Comments</b>	None.
<b>Alternatives</b>	None
<b>Other Comments and Related Issues</b>	Our system that checks the state sex offender data base for every visitor that comes to campus now alerts all administrators and school resource officers when a registered offender has checked in on a particular campus. We receive a text message alert that a registered sex offender has checked in and the specific campus. We also receive an email that links us directly to the sex offender database for more detailed information.
<b>Attachments</b>	None.
<b>Contact Person(s)</b>	Mark Pool, Superintendent of Schools Carolyn Gordon, Executive Director of Special Programs and Compliance
<b>Action Required</b>	No action required.
<b>Superintendent's Recommendation</b>	This is an information item only. <b>Mark Pool, Superintendent of Schools</b>

**Agenda Item Summary Sheet (7 C)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Governance**

Appointment of Community Facilities Advisory Committee

**Summary**

As we move forward with decisions about capital improvement needs, a Community Facilities Advisory Committee is being appointed to study all of the issues and make a recommendation to “*best course of action*” to the Board of Trustees.

Specifically, the Board’s charge to the Committee will be:

*The Board of Trustees and Administration of El Campo Independent School District respectfully request the assistance of the Community Facilities Advisory Committee in developing a “best course of action” for addressing facility needs in the District, which may include but are not limited to – additional elementary classrooms, renovations to high school auditorium, construction of a FFA Project Center, Ricebird Stadium field house and public restrooms renovations and/or construction. Recommendations should be presented that are reflective of the ECISD Community, and that adequately consider ECISD demographics, educational structure and grade level groupings, facilities rehabilitation needs, new facilities needs, financial and funding impacts, and timelines for implementation. General solutions and general costs should be the focus rather than specific solutions, designs, and costs. The Committee is encouraged to solicit inputs from the ECISD Community but recommendations and the “best course of action” should come from the appointed committee. The Board of Trustees and Administration pledge their support to the Committee in providing data resources for the Committee to handle its charge. It is desired that a final report on recommendations and the “best course of action” be presented to the Board of Trustees no later than June 17, 2014*

I anticipate the Committee meeting once per month, at least initially, with the initial organizational meeting scheduled for December 10, 2013. I have attached a draft of the proposed program of work for the committee.

**ECISD Board Policy**

None.

**Effective Date**

November 19, 2013.

**Previous Board Action**

The Board president asked each member of the board to select and contact six individuals to serve on the Community Facilities Advisory Committee. The superintendent was asked to select eight.

**Future Action Expected**

The expectation is that the Community Facilities Advisory Committee will make their final report to the Board of Trustees by June 17, 2014.

**Background Information and Significant Issues**

We are still in the process of compiling and confirming the list of individuals who have been nominated and indicated that they are willing to serve on the Community Facilities Advisory Committee. A final list of proposed members will be available at the meeting Tuesday evening.

The following are those who have been presented for consideration to date:

**Tommy Turner**

- 1. David Rose
- 2. Anisa Vasquez
- 3. Heath Radley
- 4. Jeff Fuechec
- 5. Mary Jane Kaiser
- 6. Gilberto Vela

**Cecil Davis**

- 1. Leon Macha
- 2. John Hancock
- 3. Tina Gerberman
- 4. Joe Freeman
- 5. Richard Hernandez
- 6. Jack Halliburton

**David Hodges**

- 1. Donald Sutton
- 2. Rebecca Creevan
- 3. Susie Slattery
- 4. Wendy Valenta
- 5. A.J. Kresta
- 6. Keri Graff

**Ralph Novosad**

- 1. Byron Hlavinka
- 2. Daniel Berglund
- 3. Duane Korenek
- 4. Ken Raska
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

**J.J. Croix**

- 1. Tracy Braden
- 2. George Willis, IV
- 3. Jay Strasner
- 4. Barbara Fonseca
- 5. Ann Hundl
- 6. Wendy Arrambide

**James Russell**

- 1. Chris Elliott
- 2. Blake Barger
- 3. Ana Rodriguez
- 4. Kristi David
- 5. Melissa Erwin
- 6. \_\_\_\_\_

**Timmy Supak**

- 1. Rick Martinez
- 2. B.J. Corwin
- 3. Scott Blackburn
- 4. Jessica Lutrick
- 5. Kyle Smith
- 6. Britni Key

**Mark Pool**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

(I will try to have my names available at the meeting Tuesday evening. I wanted to wait until I received names from all Trustees so that I would not duplicate nominees.)

**Committee diversity:**

To date there have been 39 individuals nominated, with eleven still to be determined. The following is a demographic breakdown of those nominated so far:

- White – 32                      82.05%
- Hispanic – 7                      17.95%
- African American – 0
- Male – 22                      56.41%
- Female – 17                      43.59%
- TDB – 11

<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	Work of this committee should result in a capital improvement program that will provide students with an improved learning environment and the public with a program that taxpayers can support.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	Decide not to appoint the committee.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Community Facilities Advisory Committee Proposed Program of Work</li> </ul>
<b>Contact Person(s)</b>	Mark Pool, Superintendent of Schools
<b>Action Required</b>	Motion, second and majority vote to approve the members for the Community Facilities Advisory Committee and the Charge to the committee.
<b>Superintendent's Recommendation</b>	<p>I recommend that the Board approve the members for the Community Facilities Advisory Committee and the Charge to the committee.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>

# Community Facilities Advisory Committee

## Proposed Program of Work

### December 10, 2013

- Introductions
  - Board of Trustees
  - Administration
  - Consultants
    - RWS Architects – Malcolm Gaus and/or John Robertson
    - Financial Advisor – Lewis Wilks, U.S. Capital Advisors
  - Committee Members
- Review Board’s Charge to Committee
  - *The Board of Trustees and Administration of El Campo Independent School District respectfully request the assistance of the Community Facilities Advisory Committee in developing a “best course of action” for addressing facility needs in the District, which may include but are not limited to – additional elementary classrooms, renovations to high school auditorium, construction of a FFA Project Center, Ricebird Stadium field house and public restrooms renovations and/or construction. Recommendations should be presented that are reflective of the ECISD Community, and that adequately consider ECISD demographics, educational structure and grade level groupings, facilities rehabilitation needs, new facilities needs, financial and funding impacts, and timelines for implementation. General solutions and general costs should be the focus rather than specific solutions, designs, and costs. The Committee is encouraged to solicit inputs from the ECISD Community but recommendations and the “best course of action” should come from the appointed committee. The Board of Trustees and Administration pledge their support to the Committee in providing data resources for the Committee to handle its charge. It is desired that a final report on recommendations and the “best course of action” be presented to the Board of Trustees no later than June 17, 2014.*
- Organization of Committee
  - Elect Committee Chairperson
  - Elect Vice Chairperson
  - Elect Recording Secretary
- Review of Facilities Construction and Financing Over Past Ten Years
  - Middle School
  - High School Practice Gym
  - High School Science Building
  - Ricebird Stadium Track and Turf
  - Secured Entrances for all Elementary Schools
  - Baseball and Softball Fields Complex

- Review of potential projects to be considered:
  - Myatt Elementary
    - Renovation of existing cafeteria for an office suite and additional classrooms
    - Construction of a new Cafetorium with adequate space for parent meetings and student performances
    - Construction of a new classroom wing to replace twelve temporary classrooms
  - Hutchins Elementary
    - Consider moving first grade to Hutchins and building the additional classroom wing at Hutchins rather than Myatt
  - High School Auditorium
    - Consider completion of planned renovations to the high school auditorium
  - FFA Project Center
    - Consider plans for development of an FFA Project Center
  - Ricebird Stadium
    - Consider demolition of the existing ninth grade field house
    - Consider renovation of the current varsity and junior varsity field house to accommodate the junior varsity and ninth grade
    - Consider construction of a new varsity field house with public restrooms
    - Consider demolitions of restroom / storage facility beneath the home stands
- Organization of Subcommittees
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance
    - Subcommittee Membership
    - Elect Committee Chairperson
    - Elect Vice Chairperson
    - Elect Recording Secretary
- Plan Future Meetings – second Tuesday of each month
  - January 14
  - February 11
  - March 4 (second Tuesday during Spring Break)
  - April 8
  - May 13
  - June 10

## January 14, 2014

- Debt Management – Lewis Wilks
  - Debt Management for the past ten years
  - Existing debt
  - Considerations for Future Bond Election
- Review Historical Student Demographic and Enrollment Trends – Mark Pool
- Advantages and Disadvantages of Changing Elementary Grade Level Groupings – Kelly Waters
- Subcommittee Meetings
  - Elementary Schools
    - Continued Discussion with Kelly Waters
    - Discussions with Malcolm Gaus on Construction Possibilities
  - Fine Arts
    - Identify and plan for potential site-visits
  - FFA
    - Identify and plan for potential site-visits
  - Athletics
    - Identify and plan for potential site-visits
  - Finance
    - Report from Tylene Gamble
      - Ten Year Historical Data on Taxable Property Value
    - Report from David Bright
      - Ten Year Historical Tax Rate Trends
    - Continued discussions with Lewis Wilks

## February 11, 2014

- Tour Myatt and Hutchins Elementary Campuses
  
- Subcommittee Reports
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance
  
- Subcommittee Meetings
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance

## March 4, 2014

- Review Elementary Construction Options and Opinions of Probable Cost – Malcolm Gaus
  
- Subcommittee Reports
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance
  
- Subcommittee Meetings
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance

## April 8, 2014

- Review Process and Procedures for Potential Bond Election – Lewis Wilks
  
- Subcommittee Reports
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance
  
- Subcommittee Meetings
  - Elementary Schools
  - Fine Arts
  - FFA
  - Athletics
  - Finance

## **May 13, 2014**

- Develop Preliminary Recommendation for Best Course of Action

## **June 9, 2014**

- Finalize Recommendation for Best Course of Action

## **June 17, 2014**

- Recommend Best Course of Action to Board of Trustees

## **July 15, 2014**

- Board Considers Action on Recommended Best Course of Action

## ***Action Required***

### **Governance**

Appoint Northside Center, Inc. Board Members

### **Summary**

According to the Bylaws of the Northside Center, Inc., the affairs of the corporation shall be managed by its Board of Directors. There are nineteen directors and each is to hold office until the next annual meeting of members and until his/her successor is appointed. The members of the Board of Directors are as follows:

- Four members appointed by the Board of Trustees of the El Campo Independent School District.
- Four members appointed by the El Campo City Council.
- Seven standing members as follows:
  - President or representative of the El Campo Chamber of Commerce & Agriculture;
  - President or representative of the El Campo Economic Development Corporation;
  - Superintendent or representative of the El Campo Independent School District;
  - El Campo City Manager or representative;
  - President or representative of the City Development Corporation;
  - President of Wharton County Junior College; and
  - President of University of Houston-Victoria.
- Four members at large may be appointed for a term by the Northside Center, Inc. Board of Directors

Appointed directors are to serve staggered terms. At the first meeting of the Board, members are to draw for their terms of office. At the first drawing, three members shall draw three-year terms, three members shall draw two-year terms, and two members shall draw one-year terms. After the first year, all new terms of office will be for three years.

The Northside Center Board did not follow this section of the bylaws for some time, so on June 21, 2011, the ECISD Board nominated new directors who were reappointed and drew for terms on June 27, 2011. The school's new representatives were:

- Steve Wernecke – no longer with the district;
- David Wendt – 2 year term that expires at the end of this year;
- Ralph Novosad and Linda Raun – 3 year terms that will expire at the end of 2014.

<b>ECISD Board Policy</b>	None.
<b>Effective Date</b>	January 1, 2014
<b>Previous Board Action</b>	On June 21, 2011, the Board appointed Steve Wernecke, David Wendt, Ralph Novosad, and Linda Raun as the school district's representatives to the Northside Education, Inc. Center Board of Directors.
<b>Future Action Expected</b>	Annual appointment of school representatives whose terms are expiring.
Background Information and Signification Issues	None.
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	Adult and continuing education facility.
<b>Procedural and Reporting Implications</b>	Nominees will be reported to the Northside Center, Inc. Board of Directors at their next regular meeting.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	None.
<b>Contact Person(s)</b>	Mark Pool, Superintendent of School
<b>Action Required</b>	Appoint two representatives.
<b>Superintendent's Recommendation</b>	None. <b>Mark Pool, Superintendent of Schools</b>

<b>Governance</b>	Update on Board Continuing Education
<b>Summary</b>	<p>According to LEGAL policy, each Trustee must complete any training required by the State Board of Education; and the minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Trustee has met or is delinquent in meeting the training required to be completed as of the date of the meeting.</p> <p>Continuing education for Board members includes orientation sessions, an annual team building session with the Board and the Superintendent, and specified hours of continuing education based on identified needs.</p> <p>The purpose of reviewing the continuing education this month is to provide the opportunity to correct any records and/or make up any deficiencies prior to the formal record in the minutes in December.</p>
<b>ECISD Board Policy</b>	BBD (LEGAL), BOARD MEMBERS: TRAINING AND ORIENTATION
<b>Effective Date</b>	January 1, 2013 through December 31, 2013
<b>Previous Board Action</b>	Board Training updates are done annually prior to the required disclosure at the December meeting.
<b>Future Action Expected</b>	Board Training updates are done annually prior to the required disclosure at the December meeting.
<b>Background Information and Significant Issues</b>	<p>According to the <i>Texas Education Code § 11.159</i>, each trustee must complete any training required by the State Board of Education. The required training is as follows:</p> <p><b>Tier 1</b></p> <p><b>New Members.</b> New members shall participate in a local orientation session within 60 days before or after their election or appointment. The purpose of this orientation is to familiarize new Board members with local Board policies and procedures and District goals and priorities.</p> <p>All newly elected Board members shall also receive the orientation to the Texas Education Code within the first year of</p>

service. The orientation shall be delivered by regional education service centers and shall be three hours in length.

**Legislative Updates.** After each session of the Texas Legislature, each Board member shall receive an updated session from a regional education service or any registered provider to the basic orientation to the Texas Education Code. This update session shall be of sufficient length to familiarize Board members with major changes in the Education Code and other relevant legal developments related to school governance.

## **Tier 2**

**Team Building.** The entire Board, including all Board members, shall annually participate with the Superintendent in a team building session facilitated by the regional education service center or any registered provider. The team building session shall be of a length deemed appropriate by the Board, but generally at least three hours. The purpose of the team building session is to enhance the effectiveness of the Board-Superintendent team and to assess the continuing education needs of the Board-Superintendent team.

## **Tier 3**

**Continuing Education.** In addition to the orientation and team building, all Board members shall receive additional continuing education on an annual basis. In the first year of service, Board members shall receive at least ten hours of continuing education.

Following the first year of service, Board members shall receive at least five hours of continuing education.

The Board President shall receive continuing education related to leadership duties of the Board President as some portion of the annual requirement.

**Specific Open Meetings Training.** Within 90 days after taking the oath of office, each Board member shall complete a course of training regarding the responsibilities of the Board and its members under Chapter 551 of the Texas Government Code.

## **Fiscal Impact**

None.

## **Student and Public Benefit**

The Board is the educational policy-making body for the District. To effectively meet the challenges of public education, the Board and the Superintendent must function together as a leadership team. Continuing education is designed to achieve that end.

<b>Procedural and Reporting Implications</b>	At next month's meeting, the Board President shall publicly read the School Board Continuing Education Record, cause it to be reflected in the minutes, and provide the information to the media.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Chart Summarizing Board Member Continuing Education for 2013</li> <li>• Individual Board Member Continuing Education Report</li> <li>• Overview of Continuing Education Requirements</li> </ul>
<b>Contact Person(s)</b>	Dianne Cerny, Administrative Assistant to Superintendent
<b>Action Required</b>	None.
<b>Superintendent's Recommendation</b>	This is an information item only. <b>Mark Pool, Superintendent of Schools</b>

## School Board Continuing Education Update

### January 1, 2013 – December 31, 2013

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
Tommy Turner	N/A	TBD	3.0 Hours	2013 Summer Leadership Institute  San Antonio 9.50 hours	N/A	E 4.50 Hours
Cecil Davis	N/A	TBD	3.0 Hours	5.0 Hours	N/A	D 5.0 Hours
Ralph Novosad	N/A	TBD	3.0 Hours	2013 Summer Leadership Institute  San Antonio 6.00 hours	N/A	E 1.00 Hours

## School Board Continuing Education Update

### January 1, 2013 – December 31, 2013

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
David Hodges	N/A	TBD	3.0 Hours	2013 Summer Leadership Institute  San Antonio 7.00 hours	N/A	E 2.00 Hours
James Russell	N/A	TBD	3.0 Hours	5.00 Hours	N/A	D 5.00 Hours
J.J. Croix	N/A	TBD	3.0 Hours	Online Learning Center  Board Development 6.00 Hours	N/A	E 1.00 Hours

## School Board Continuing Education Update

### January 1, 2013 – December 31, 2013

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
Timmy Supak	Tuesday, November 19, 2013	3.0 Hours	3.0 Hours	10.0 Hours	1.0 Hours	D

- D = Deficient in required hours for current assessment year
- C = Completed required hours for current assessment year
- E = Exceeded required hours for current year

**Texas Association of School Boards  
Board Member Continuing Education Report**

Printed 11/13/2013

Reporting Period: 01/01/2013 - 12/31/2013

**El Campo ISD**

District # 0241903

**J. J. Croix ID# 1072252**

Online Learning Center - Board Development	Virtual Learning	Introduction to Parliamentary Procedures	<b>TIER-3</b>	01/16/2013	1.50
Online Learning Center - Board Development	Virtual Learning	Outside the Board Room	<b>TIER-3</b>	01/16/2013	1.50
Online Learning Center - Board Development	Virtual Learning	Overview of the Texas Property Tax System	<b>TIER-3</b>	01/16/2013	1.50
Online Learning Center - Board Development	Virtual Learning	Short Course: Focused and Productive Board Discussions	<b>TIER-3</b>	01/16/2013	0.75
Online Learning Center - Board Development	Virtual Learning	Short Course: Working with the Superintendent	<b>TIER-3</b>	01/16/2013	0.75

*Total hours for Reporting Period 1/1/2013 - 12/31/2013:* 6.00

**ATTN Board Members:** Because your district, not TASB, is the official keeper of record for your continuing education credits, you should report any errors or missing training credits to your superintendent's secretary rather than to TASB.

**ATTN District Personnel:** If you have revisions or additions to the training detail contained in this report, please follow the instructions below.

1. If information already listed on the report needs to be revised, the district recordkeeper should mark the necessary change on the report itself and fax it to TASB. Please allow 30 days for TASB to post the changes.
2. If TASB training took place that is not listed on the report and it has been at least 30 days since the training, the recordkeeper should fax TASB a copy of the certificate or credit/scantron form provided at the event. If training documentation has been lost, fax TASB the name of the board member, name and date of the event, name of each session attended and the number of credit hours earned for each session. Please allow 30 days for TASB to post the changes.
3. If non-TASB training took place that is not listed on the report, the recordkeeper should submit the credit on-line.

**E-Mail:**  
cec@tasb.org

**Fax:**  
512-467-3642

**TASB Main Number:**  
800-580-8272 ext. 2219



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Reporting Period: 01/01/2013 - 12/31/2013

**El Campo ISD**

District # 0241903

**Cecil Davis ID# 1037049**

**Cecil Davis has no training data showing for the date range that you entered. The most complete credit information is displayed when the "all dates" box is selected. Please hit the back button and make another selection.**

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**El Campo ISD**

District # 0241903

**David J. Hodges ID# 1057398**

2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Thursday General Session - Craig Kielburger	TIER-3	06/06/2013	8:00 - 9:15 am	1.00
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Frontline, Not the Firing Line	TIER-3	06/06/2013	9:30 - 10:45 am	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	School Safety: Arming Teachers vs. Threat Assessment	TIER-3	06/06/2013	11:00 - 12:15 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Keeping Our School Safe	TIER-3	06/06/2013	1:30 - 2:45 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	What Do They Think? Measuring Employee Attitudes	TIER-3	06/06/2013	3:00 - 4:15 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Friday General Session - Robyn Benincasa	TIER-3	06/07/2013	8:00 - 9:15 am	1.00

*Total hours for Reporting Period 1/1/2013 - 12/31/2013:* 7.00

**ATTN Board Members:** Because your district, not TASB, is the official keeper of record for your continuing education credits, you should report any errors or missing training credits to your superintendent's secretary rather than to TASB.

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Reporting Period: 01/01/2013 - 12/31/2013

**EI Campo ISD**

District # 0241903

**Ralph A. Novosad ID# 1060299**

2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Thursday General Session - Craig Kielburger	TIER-3	06/06/2013	8:00 - 9:15 am	1.00
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Meetings in a Paperless World	TIER-3	06/06/2013	9:30 - 10:45 am	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	The Good, the Bad, & the Ugly: Handling Public Comment	TIER-3	06/06/2013	11:00 - 12:15 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Making It Work: The Texas State Plan for Gifted Ed	TIER-3	06/06/2013	1:30 - 2:45 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	The Magic of Customer Service	TIER-3	06/06/2013	3:00 - 4:15 pm	1.25

*Total hours for Reporting Period 1/1/2013 - 12/31/2013:* 6.00

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Printed 11/13/2013

**Reporting Period:** 01/01/2013 - 12/31/2013

**El Campo ISD**

District # 0241903

**James S. Russell ID# 1072253**

**James S. Russell has no training data showing for the date range that you entered. The most complete credit information is displayed when the "all dates" box is selected. Please hit the back button and make another selection.**

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**TASB Main Number:**  
800-580-8272 ext. 2219



**Texas Association of School Boards  
Board Member Continuing Education Report**

Printed 11/13/2013

Reporting Period: 01/01/2013 - 12/31/2013

**El Campo ISD**

District # 0241903

**Tommy Turner ID# 1053966**

2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Thursday General Session - Craig Kielburger	TIER-3	06/06/2013	8:00 - 9:15 am	1.00
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Let's Talk Governance: The Art of Curriculum Policy	TIER-3	06/06/2013	9:30 - 10:45 am	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Meeting the Needs of the 'Big Middle': Differentiating	TIER-3	06/06/2013	11:00 - 12:15 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Leading Forward: What TED Has to Teach Us	TIER-3	06/06/2013	1:30 - 2:45 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	The Magic of Customer Service	TIER-3	06/06/2013	3:00 - 4:15 pm	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Friday General Session - Robyn Benincasa	TIER-3	06/07/2013	8:00 - 9:15 am	1.00
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	Individualized Learning Path for Every Student	TIER-3	06/07/2013	9:30 - 10:45 am	1.25
2013 Summer Leadership Institute San Antonio	San Antonio, Tx	School Safety and Firearms	TIER-3	06/07/2013	11:00 - 12:15 pm	1.25

*Total hours for Reporting Period 1/1/2013 - 12/31/2013:* 9.50

**ATTN Board Members:** Because your district, not TASB, is the official keeper of record for your continuing education credits, you should report any errors or missing training credits to your superintendent's secretary rather than to TASB.

**ATTN District Personnel:** If you have revisions or additions to the training detail contained in this report, please follow the instructions below.

1. If information already listed on the report needs to be revised, the district recordkeeper should mark the necessary change on the report itself and fax it to TASB. Please allow 30 days for TASB to post the changes.
2. If TASB training took place that is not listed on the report and it has been at least 30 days since the training, the recordkeeper should fax TASB a copy of the certificate or credit/scantron form provided at the event. If training documentation has been lost, fax TASB the name of the board member, name and date of the event, name of each session attended and the number of credit hours earned for each session. Please allow 30 days for TASB to post the changes.
3. If non-TASB training took place that is not listed on the report, the recordkeeper should submit the credit on-line.

**E-Mail:**  
cec@tasb.org

**Fax:**  
512-467-3642

**TASB Main Number:**  
800-580-8272 ext. 2219



## Overview of Continuing Education Requirements for School Board Members

<b>Continuing Education Required of Local School Board Members</b>	<b>Tier</b>	<b>First Year Board Member</b>	<b>Experienced Board Member</b>	<b>Provider</b>
Local District Orientation	1	Required within 60 days of election or appointment (no specified length of time)	Not required	Local district
Orientation to the Texas Education Code	1	3 hours	Not required	Education Service Center
Update to the Texas Education Code	1	Not required	<i>After legislative session:</i> length determined by issues addressed in legislation	Any registered provider
Team-building Session/Assessment of Continuing Education Needs of the Board-Superintendent Team	2	At least 3 hours	At least 3 hours each year	Any registered provider
Additional Continuing Education, based on assessed needs and the Framework for Governance Leadership	3	At least 10 hours	At least 5 hours each year	Any registered provider
<b>Continuing Education Required of All Elected Public Officials— Effective 1/1/2006</b>		<b>First Year Board Member</b>	<b>Experienced Board Member</b>	<b>Provider</b>
Open Meetings Training		1 hour Required within 90 days of election or appointment		Attorney General's Office or other approved provider
Public Information Act Training (Boards may delegate this training to the district's public information coordinator)		Check local district policy for any board requirement (BBD Local)		Attorney General's Office or other approved provider

If you have questions about continuing education requirements for school board members, please call 800-580-8272, extension 2219 or visit [LTS.tasb.org](http://LTS.tasb.org). For information about Leadership Team Services (LTS) and its programs and services, go to [LTS.tasb.org](http://LTS.tasb.org), or call 800-580-8272, extension 6161.

Updated 122008



**Agenda Item Summary Sheet (7 F)**  
**Meeting Date: November 19, 2013**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Item***

<b>Governance</b>	Team of Eight Training
<b>Summary</b>	<p>According to policy BBD (LEGAL) BOARD MEMBERS, TRAINING AND ORIENTATION, one of the board training requirements is an annual team building session with the Board and Superintendent. The policy states that the entire Board, including all Board members, shall annually participate with the Superintendent in a team building session facilitated by the regional education service center or any registered provider.</p> <p>The policy states that the purpose of the team building session is to enhance the effectiveness of the Board-Superintendent team and to assess the continuing education needs of the Board-Superintendent team. This is not unlike what we do with our professional employees through self-evaluation and determination of individual and collective professional development activities.</p>
<b>ECISD Board Policy</b>	BBD (LEGAL) - BOARD MEMBERS, TRAINING AND ORIENTATION.
<b>Effective Date</b>	November 19, 2013
<b>Previous Board Action</b>	The Board annually conducts a Team of Eight team-building session.
<b>Future Action Expected</b>	The Board annually conducts a Team of Eight team-building session.
<b>Background Information and Significant Issues</b>	<p>I have talked with Charlotte Baker at the Region III Education Service Center and she has offered us several options:</p> <ul style="list-style-type: none"><li>• Charlotte will conduct the training on-site;</li><li>• Team can participate during the NET3;</li><li>• Team can view the recorded session; or</li><li>• She will furnish the materials for me to provide the training.</li></ul>
<b>Fiscal Impact</b>	Unknown.

<b>Student and Public Benefit</b>	The Board sets an example by leading the way in self-evaluation and continuous personal and organizational improvement.
<b>Procedural and Reporting Implications</b>	Training hours will be reported to the TASB.
<b>Public Comments</b>	None.
<b>Alternatives</b>	Some other team-building activity that will meet the criteria specified in statute.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	None
<b>Contact Person(s)</b>	Mark Pool, Superintendent of Schools
<b>Action Required</b>	Consensus agreement on whether or not to do training and when,
<b>Superintendent's Recommendation</b>	This is an information item only. <b>Mark Pool, Superintendent of Schools</b>

# Team of Eight: Superintendent & School Board Training



DATE	WORKSHOP
Monday, November 18, 2013	Workshop # 36322
Wednesday, December 11, 2013	Workshop # 36324
Wednesday, January 22, 2014	Workshop # 36325

**Contacts**  
Charlotte Baker  
cbaker@esc3.net

Peggy Van Pelt  
pvanpelt@esc3.net

Phone: 361-573-0731

**Sessions**  
provided via  
**NET3** - to  
register visit  
[www.esc3.net](http://www.esc3.net)

## Scope of Training

⇒ **HB5—What is the role of the Team of Eight?**

⇒ **Legislation & Communication**

⇒ **Ten Qualities of an Effective Team**

**Governance**

Review of TASB Policy Update 98

**Summary**

Localized Policy Update 98 is the first of two post-legislative updates and encompasses changes in law from the 83<sup>rd</sup> Legislative Session that have an immediate effect on the governance and management of the district. The significant changes to the graduation programs from HB 5 will be included in later updates based on the effective dates of most of these provisions.

Local Update 98 addresses several topics, such as:

- Board member authority;
- Employee grievances and records;
- Employee standards of conduct;
- Reductions in force;
- Teacher evaluations;
- School day interruptions;
- Grading; and
- Student attendance

Update 99 will be issued in spring 2014 and will address remaining legislative changes from the session.

**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.

<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	Board policies are designed to promote fair and equitable treatment for all district patrons.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Explanatory Notes for TASB Localized Policy Manual Update 98</li> <li>• Highlighted Policy Changes</li> <li>• <i>Vantage Points</i> (separate document)</li> </ul>
<b>Contact Person(s)</b>	Mark Pool, Superintendent of School
<b>Action Required</b>	None.
<b>Superintendent's Recommendation</b>	<p>This is a discussion item only.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>

# Explanatory Notes

## TASB Localized Policy Manual Update 98

District: El Campo ISD

ATTN (LOCAL) POLICY REVIEW

**Please note:** Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to bills from the 83rd Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted. Throughout the explanatory notes, House Bill is abbreviated as HB and Senate Bill is abbreviated as SB.

SB 715 makes amendments throughout the Texas Education Code to clarify that the terms "counselor," "guidance counselor," and "high school counselor" refer to a *school* counselor. We have adjusted the terminology throughout the affected legally referenced policies as a result. Adjustments to the local policies that are not included in this update will be made at future updates.

AIA (LEGAL) ACCOUNTABILITY  
ACCREDITATION AND PERFORMANCE INDICATORS

An obsolete note regarding the effective dates of this legally referenced material on accreditation and performance indicators has been deleted from the beginning of the policy.

New STUDENT ACHIEVEMENT INDICATORS as added by HB 5 are reflected on page 2. The new indicators include the percentage of students completing the distinguished level of achievement; the percentage of students completing an endorsement; and at least three additional indicators, which must include either the percentage of students who satisfy the college readiness benchmarks in reading, writing, or math; or the number of students who earn at least 12 hours of postsecondary credit, at least 30 hours of postsecondary credit, an associate's degree, or an industry certification.

SB 1538 defines when the Commissioner must designate a school district or campus as a DROPOUT RECOVERY SCHOOL on page 3 and includes specific accountability provisions for these schools on page 5 at PERFORMANCE RATINGS.

As required by HB 5, DISTRICT AND CAMPUS DISTINCTION DESIGNATIONS must be referenced in connection with the district or campus performance rating and made publicly available with the performance rating. HB 5 also requires the Commissioner to establish academic distinction designations relating to postsecondary readiness.

CAMPUS DESIGNATIONS were also modified by HB 5 to recognize outstanding performance in improvement in student achievement; closing student achievement differentials; academic achievement in English, math, science, or social studies; and advanced middle or junior high school student achievement. The designations in fine arts, physical education, 21st Century Workforce Development, and second language acquisition were eliminated by HB 5.

AIB (LEGAL) ACCOUNTABILITY  
PERFORMANCE REPORTING

An obsolete note regarding the effective dates of this legally referenced material on performance reporting has been deleted from the beginning of the policy.

HB 5 requires a district to use criteria developed by a local committee to evaluate and assign a performance rating for the district and each campus on specific categories of community and student engagement and compliance with statutory reporting and policy requirements. See PERFORMANCE AND COMPLIANCE REPORTING on page 3. The district must report the ratings to TEA annually by August 8.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### AID (LEGAL) ACCOUNTABILITY FEDERAL ACCOUNTABILITY STANDARDS

When a school is identified for improvement, corrective action, or restructuring, the district must provide an ANNUAL NOTICE to parents about supplemental educational services. See page 4. HB 753 requires the notice to include a statement provided by TEA that: (1) identifies characteristics of supplemental educational services that have been demonstrated to be more likely to foster academic improvement, and (2) for each subject, sorts the service providers according to level of effectiveness.

TEA must notify affected districts if it revokes approval of a provider, and districts must inform parents of the revocation.

### BBB (LEGAL) BOARD MEMBERS ELECTIONS

We have deleted obsolete provisions about adjustments to terms and changing to a November election date.

The recent U.S. Supreme Court case, *Shelby County, Alabama v. Holder*, held that the provision in the Voting Rights Act that includes the formulas to determine which political subdivisions are subject to preclearance is unconstitutional. As a result, we have deleted provisions requiring preclearance.

A procedural provision requiring the secretary of state to develop a notice of voting rights hotline has been deleted.

A general reference to retention requirements for ELECTION RECORDS replaces several more detailed provisions throughout.

SB 910 permits the DELIVERY OR SUBMISSION OF ELECTION DOCUMENTS by facsimile, changes the deadline to file an application for a SPECIAL ELECTION, and eliminates the option for a district to set a date by which a candidate's application must be filed for a special election.

Details regarding the order of names on the BALLOT have been deleted in lieu of a reference to Chapter 52 of the Election Code.

A new provision from HB 506 has been added requiring certain districts conducting a November election to designate as a POLLING PLACE FOR EARLY VOTING any early polling place established by the county and located in the district. A polling place that is designated as a main early voting polling place must be open for voting for all political subdivisions served by the polling place for at least the days and hours required of a main early voting polling place for the entity making the designation.

HB 259 defines ELECTIONEERING and restricts a district that owns or controls a public building where voting occurs from prohibiting electioneering on the building's premises outside of the 100 foot marker prescribed by law. The district may, however, enact reasonable regulations regarding the time, place, and manner of electioneering.

Detailed provisions about the use of wireless communication devices have been deleted.

The canvass deadline for November elections was modified by HB 985. The time for the district to canvass early voting results may occur not later than the 14th day after election day. See EARLY VOTING CANVASS-NOVEMBER ELECTION.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

BBC (LEGAL) BOARD MEMBERS  
VACANCIES AND REMOVAL FROM OFFICE

SB 910 requires a special election to fill a vacancy to be held on the first uniform election date occurring on or after the 45th, rather than the 30th, day after the election is ordered. See ORDERING ELECTION.

The recent U.S. Supreme Court case, *Shelby County, Alabama v. Holder*, held unconstitutional the provision in the Voting Rights Act that includes the formulas to determine which political subdivisions are subject to preclearance. As a result, we have deleted provisions requiring preclearance.

BBE (LEGAL) BOARD MEMBERS  
AUTHORITY

Revisions to this legally referenced policy addressing board member ACCESS TO INFORMATION are from HB 628. This bill grants a school board member, when acting in the member's official capacity, access to information, documents, and records maintained by the district. The district must provide the information requested without requiring the board member to submit a Public Information Act (PIA) request and regardless of whether the requested items are the subject of or relate to an item listed on the agenda for an upcoming meeting.

The district may withhold or redact information, a document, or a record that is excepted from disclosure or is confidential under the PIA or other law. This bill also does not require the district to provide information that is not subject to disclosure under FERPA.

The district must post, in a place convenient to the public, the cost of responding to one or more requests submitted by a board member if the requests are for 200 or more pages of material in a 90-day period. And the district must report annually to TEA the number of requests submitted by a board member during the preceding school year and the total cost to the district of responding to requests during that school year.

BBE (LOCAL) BOARD MEMBERS  
AUTHORITY

As a result of HB 628 addressing board member access to information, described above, recommended revisions to this local policy clarify existing practice and broaden the scope of the current provisions addressing LIMITATIONS on an individual board member's access to information beyond student records. New provisions apply to any type of information and specify that if a board member is not acting in his or her official capacity, the board member has no greater access to district records than a member of the public. However, a board member who is denied access to a record may ask the board to determine whether the record should be provided or may file a request under the Public Information Act, which includes procedures for obtaining an attorney general decision. Access to confidential student records remains limited to situations where the board member is acting in his or her official capacity and has a legitimate educational interest in the records.

At REQUESTS FOR RECORDS, we recommend adding a reminder of the district's legal obligations to track and report requests from board members, including the cost of responding to one or more requests by any individual board member for 200 or more pages of material in a 90-day period.

This policy has been updated throughout for consistency with policy style.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

**BBI (LEGAL) BOARD MEMBERS  
TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS**

This new legally referenced policy was added to include provisions from HB 2414 regarding WRITTEN ELECTRONIC COMMUNICATIONS. This bill provides that a communication or exchange of information between board members about public business or public policy over which the board has supervision or control does not constitute a meeting or deliberation under the Open Meetings Act (OMA) if:

- The communication is in writing;
- The writing is posted to an online message board or similar Internet application that is viewable and searchable by the public; and
- The communication is displayed in real time and displayed on the online message board or similar Internet application for no less than 30 days after the communication is first posted.

A board may have only one online message board for this purpose, must own or control the message board, and must prominently display the message board on the district's primary Internet Web page.

The online message board may only be used by board members or district staff who have received specific authorization from a member of the board. Staff members must post their name and title when posting on the message board on behalf of a board member.

If the district removes a communication from the online message board, the district must maintain the posting for six years. This communication is public information and must be disclosed in accordance with the Public Information Act (PIA).

The board is prohibited from voting or taking any action that is required to be taken at a meeting by posting a communication to the online message board. Communications or postings shall not be construed as an action of the board.

**BDF (LEGAL) BOARD INTERNAL ORGANIZATION  
CITIZEN ADVISORY COMMITTEES**

HB 1018 requires the school health advisory council (SHAC) to establish a PHYSICAL ACTIVITY AND FITNESS PLANNING SUBCOMMITTEE to consider issues and make policy recommendations related to students' physical activity and fitness.

**BE (LEGAL) BOARD MEETINGS**

Definitions of "RECORDING" and "VIDEOCONFERENCE CALL" have been moved to the beginning of this legally referenced policy to be grouped with the other definitions.

The definition of "MEETING" was amended by HB 2414, as reflected in full at BBI(LEGAL), above. A communication or exchange of information between board members about public business or public policy over which the board has supervision or control does not constitute a meeting or deliberation under the OMA if:

- The communication is in writing;
- The writing is posted to an online message board or similar Internet application that is viewable and searchable by the public; and

# Explanatory Notes

## TASB Localized Policy Manual Update 98

- The communication is displayed in real time and displayed on the online message board or similar Internet application for no less than 30 days after the communication is first posted.

At MINUTES beginning on page 2, SB 471 updates language regarding recording of board meetings to delete references to *tape* recordings.

Extensive revisions to MEETING BY VIDEOCONFERENCE CALL beginning on page 7 are from SB 984 and HB 2414:

- A board member or district employee may participate by videoconference call if the video and audio feed is broadcast live at the meeting and complies with the requirements described in the policy. A board member who participates by videoconference call shall be counted as present at the meeting for all purposes.
- A board may hold a meeting by videoconference call if (1) the board makes available to the public a physical space located in the district's geographic jurisdiction that is equipped with appropriate equipment so that a member of the public can provide testimony or participate in the meeting, (2) the presiding board member is present at that physical space, and (3) any member of the public at the physical space has the opportunity to participate in the same manner as a person who is physically present at a meeting of the governmental body that is not conducted by videoconference call.
- The physical space at which the presiding officer is present must be open to the public during the open portions of the meeting.
- The NOTICE of a meeting to be held by videoconference call must specify as a location of the meeting the location where the presiding officer will be physically present.
- The district must meet specific requirements regarding the QUALITY OF AUDIO AND VIDEO SIGNALS.
- The board is required to make an audio RECORDING of any meeting held by videoconference call and must make the recording available to the public.

### BEC (LEGAL) BOARD MEETINGS CLOSED MEETINGS

Revisions throughout this legally referenced policy on closed meetings are a result of SB 471, which updates language regarding recording of board meetings to delete references to *tape* recordings. Also from SB 471 is a definition of "recording," at the bottom of page 3.

### BR (LEGAL) REPORTS

Two new reports have been added at REPORTS BY DISTRICT:

- At item 5, HB 5 requires a district to report to TEA its ratings on community and student engagement and on compliance with statutory reporting and policy requirements. See AIB(LEGAL) above for more information.
- At item 9, HB 628 requires, by September 1 of each year, a district to report to TEA regarding the number of individual board member requests during the preceding school year for information, documents, and records and the total cost to the district of responding to such requests. See BBE(LEGAL) above for more information.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### C (LEGAL) BUSINESS AND SUPPORT SERVICES

We have revised the C Section table of contents to reflect the new subtitle for CKE, Security Personnel.

### CCA (LEGAL) LOCAL REVENUE SOURCES BOND ISSUES

As reflected beginning on page 3, SB 637 changes the ELECTION ORDER for a bond election by requiring the order to include the nine items listed in statute and specifying the POSTING requirements.

As a result of the recent U.S. Supreme Court case, *Shelby County, Alabama v. Holder*, holding unconstitutional the provision in the Voting Rights Act that includes the formulas to determine which political subdivisions are subject to preclearance, we have deleted the provisions requiring preclearance.

### CCB (LEGAL) LOCAL REVENUE SOURCES TIME WARRANTS

HB 2610 clarifies that a school district may issue interest-bearing time warrants to refund previously issued warrants if the refunding warrants are coterminous with the refunded obligation. The bill increases the time a school district has to pay off a time warrant, from five to fifteen years, and increases the cap on the value of outstanding warrants, from \$500,000 to \$1 million.

### CCF (LEGAL) LOCAL REVENUE SOURCES LOANS AND NOTES

HB 2610 permits districts to evidence LOANS FOR CURRENT MAINTENANCE EXPENSES through the use of nonnegotiable notes on the same terms as negotiable notes as long as the loans do not exceed 75 percent of the previous year's income. "Maintenance expenses or expenditures" include expenditures relating to notes issued to refund notes previously issued if the refunding notes are coterminous with the refunded obligation.

### CCG (LEGAL) LOCAL REVENUE SOURCES AD VALOREM TAXES

The text at PERFORMING SERVICES IN LIEU OF PAYING TAXES on page 7 has been revised to better reflect the statutory provisions.

On page 8, the provisions on INSTALLMENT PAYMENTS were amended by HBs 97, 709, and 1597. An individual who qualifies for a disabled veteran exemption is now eligible to pay taxes on the residence homestead in installments without penalty or interest. Payments must be made in four equal installments by the dates listed. If an individual fails to make a scheduled payment, the unpaid amount is delinquent and incurs a penalty and interest.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

A change on page 12 from HB 585 permits the board to authorize the reappraisal of any damaged property if the district is located partly or entirely inside an area declared by the governor to be a DISASTER AREA. Previous law referred to a *natural disaster area*.

On page 15, changes to the text at TEXAS ECONOMIC DEVELOPMENT ACT are from HB 3390, which made extensive revisions to the Act.

The recent U.S. Supreme Court case, *Shelby County, Alabama v. Holder*, held unconstitutional the provision in the Voting Rights Act that includes the formulas to determine which political subdivisions are subject to preclearance. As a result, we have deleted provisions requiring preclearance.

### CCH (LEGAL) LOCAL REVENUE SOURCES APPRAISAL DISTRICT

As reflected at FORMER PROPERTY APPRAISER OR OWNER REPRESENTATIVE, on page 2, HB 585 prohibits a person from serving on an appraisal district board of directors if the person has been paid during the prior five years either to appraise property for use in appraisal district proceedings or to represent property owners in the proceedings.

The EXCEPTION in law that required the local administrative district judge to appoint the appraisal review board members only in Harris and Fort Bend counties was revised by HB 585 to require the local administrative district judge to appoint the appraisal review board members in any county with a population of 120,000 or more. See page 5.

### CDB (LEGAL) OTHER REVENUES SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

A new provision from SB 2 requires a district intending to sell, lease, or allow the non-district use of an unused or underused district facility to give each open-enrollment charter school located within the district an opportunity to make an offer to purchase, lease, or use the facility before offering the facility to another entity. Such offer must be in response to the terms set out by the school board. The school board is not required to accept the offer made by a charter school. See OPEN-ENROLLMENT CHARTER SCHOOL OFFER on page 1.

### CDBA (LEGAL) SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY REVENUE BONDS FROM PROCEEDS

At JUNIOR COLLEGE BRANCH CAMPUS, HB 2474 provides that, if a county or school district issues bonds payable from revenue to finance the purchase of land or the construction of a branch campus, center, or extension facility for a community college, the bonds may be secured by a trust indenture, a deed of trust, or a mortgage granting a security interest in the land or facility. This allows districts to provide additional security for the bonds as sometimes requested by municipal bond rating agencies.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### CE (LEGAL) ANNUAL OPERATING BUDGET

HB 5 requires a district that must provide accelerated instruction to separately budget sufficient funds, including compensatory education funds, for that purpose. Compensatory education funds may not be budgeted for any other purpose until the district sets a budget for accelerated instruction. See FUNDS FOR ACCELERATED INSTRUCTION.

SB 1536 permits a district to donate funds or other property or service to the Texas State Guard, in addition to the existing provision allowing such donations to the adjutant general's department and the Texas National Guard. See CERTAIN DONATIONS.

### CH (LEGAL) PURCHASING AND ACQUISITION

Current law prohibits a school district from awarding a contract to an OUT-OF-STATE BIDDER unless the nonresident bidder underbids the lowest bid submitted by a Texas bidder by a certain amount, which is based on the state law in which the nonresident bidder's principal place of business is located. HBs 1050 and 3648 also permit a district to calculate that amount by looking to the law of the state in which a majority of the manufacturing relating to the contract will be performed. See page 3.

HB 1050 also addresses INTERLOCAL AGREEMENTS, beginning on page 7. A new provision prohibits a school district from entering into a contract to purchase construction-related goods or services through a purchasing cooperative in an amount greater than \$50,000 unless a person designated by the district certifies in writing that: (1) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under the Texas Engineering Practice Act or the Texas Board of Architectural Examiners, or (2) required plans and specifications have been prepared. The bill also includes a definition of "purchasing cooperative."

### CI (LEGAL) SCHOOL PROPERTIES DISPOSAL

A new provision from SB 211 restricts a school district's ability to dispose of surplus or salvage property acquired from the Texas Facilities Commission for two years from the date it was acquired.

### CL (LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

SB 1093 redesignated Chapter 2267 of the Government Code as Chapter 2269 of the Government Code. The reference on page 3 has been changed accordingly.

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

Changes at FUNDING, beginning on page 1, are from HB 5. As early as practicable each fiscal year the Commissioner shall provide each district an estimate of instructional material (IM) funding for the next fiscal year. Districts can place an IM order before the next fiscal year for up to 80 percent of the estimate. The Commissioner will prioritize payment of these pre-orders. A publisher may decline such an order.

We have also deleted an obsolete provision dictating the order in which instructional materials could be purchased during the 2011-13 biennium.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### CNC (LEGAL) TRANSPORTATION MANAGEMENT TRANSPORTATION SAFETY

HB 347 extends the prohibition against using WIRELESS COMMUNICATION DEVICES while operating a vehicle in a school crossing zone to include school property. A person may not use a wireless communication device while operating a vehicle on the property of a school that has a school crossing zone during the time a reduced speed limit is in effect unless the vehicle is stopped or a hands-free device is being used.

The offense of DISRUPTION OF TRANSPORTATION on page 3 was amended by SBs 393 and 1114. SB 1114 provides that a primary or secondary student cannot commit the offense. SB 393 provides that it is an exception to the application of the offense that a person was younger than 12 years of age at the time the person engaged in the prohibited conduct.

### CO (LEGAL) FOOD SERVICES MANAGEMENT

HB 1781 imposes LIMITATIONS ON SANCTIONS that the Texas Department of Agriculture (TDA) can apply to a district. TDA may not sanction a school district, including disallowing meal reimbursement, for selling food of minimal nutritional value to high school students if the school approves the sale in advance and the sale is made:

- Outside of a school area designated for food service or food consumption or not during a school meal service period; and
- For student organization fundraising or an activity sponsored or sanctioned by the school or the school district.

### CPAB (LEGAL) OFFICE COMMUNICATIONS MAIL AND DELIVERY

Amended rules from the Texas Ethics Commission change the definition of POLITICAL ADVERTISING to exclude an individual communication by e-mail and include mass e-mails involving an expenditure of funds beyond the cost of hardware, messaging software, and bandwidth.

### CPC (LEGAL) OFFICE MANAGEMENT RECORDS MANAGEMENT

SB 471 now requires the board to preserve the *recording* rather than *tape recording* of the certified agenda. See PRESERVATION OF RECORDS on page 4.

### CR (LEGAL) INSURANCE AND ANNUITIES MANAGEMENT

In accordance with SB 531, a district may purchase reinsurance for a risk covered through a self-insurance fund and may satisfy a law or regulation requiring insurance by coverage provided through the fund. See SELF-INSURANCE FUND on page 1.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### CS (LEGAL) FACILITY STANDARDS

SB 1556 repeals the statutory provision requiring the Texas School Safety Center to develop SECURITY CRITERIA for school districts to use in the design of instructional facilities. Districts must now consider *appropriate* security criteria in the design of new instructional facilities or major renovations of existing facilities. See page 3.

### CV (LEGAL) FACILITIES CONSTRUCTION

SB 1093 redesignated Chapter 2267 of the Government Code as Chapter 2269 of the Government Code. References throughout this legally referenced policy have been changed accordingly.

Current law prohibits a school district from awarding a contract to an OUT-OF-STATE BIDDER unless the nonresident bidder underbids the lowest bid submitted by a Texas bidder by a certain amount, which is based on the state law in which the nonresident bidder's principal place of business is located. HBs 1050 and 3648 also permit a district to calculate that amount by looking to the law of the state in which a majority of the manufacturing relating to the contract will be performed. See page 3.

HB 1050 addresses CERTIFICATION FOR PURCHASES THROUGH PURCHASING COOPERATIVES, beginning on page 5. A new provision prohibits a school district from entering into a contract to purchase construction-related goods or services through a purchasing cooperative in an amount greater than \$50,000 unless a person designated by the district certifies in writing that: (1) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under the Texas Engineering Practice Act or the Texas Board of Architectural Examiners, or (2) required plans and specifications have been prepared. The bill also includes a definition of "purchasing cooperative."

### CVA (LEGAL) FACILITIES CONSTRUCTION COMPETITIVE BIDDING

SB 1093 redesignated Chapter 2267 of the Government Code as Chapter 2269 of the Government Code. References throughout this legally referenced policy have been changed accordingly.

### CVC (LEGAL) FACILITIES CONSTRUCTION CONSTRUCTION MANAGER-AGENT

SB 1093 redesignated Chapter 2267 of the Government Code as Chapter 2269 of the Government Code. References throughout this legally referenced policy have been changed accordingly.

### CVD (LEGAL) FACILITIES CONSTRUCTION CONSTRUCTION MANAGER-AT-RISK

SB 1093 redesignated Chapter 2267 of the Government Code as Chapter 2269 of the Government Code. References throughout this legally referenced policy have been changed accordingly.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

CVF (LEGAL) FACILITIES CONSTRUCTION  
JOB ORDER CONTRACTS

SB 1093 redesignated Chapter 2267 of the Government Code as Chapter 2269 of the Government Code. References throughout this legally referenced policy have been changed accordingly.

DBA (LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CREDENTIALS AND RECORDS

SB 715 adds a requirement that licensed professional counselors have a LICENSE from the state agency that licenses that profession to be employed by the district. See pages 1-2.

On page 9 at ACCESS TO EMPLOYEE RECORDS, HB 2961 clarifies that a social security number in the district's custody is confidential. The district cannot require an employee or former employee to choose whether to allow public access to his or her social security number.

DBA (LOCAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CREDENTIALS AND RECORDS

To comply with the policy requirement from HB 2961 [see DC(LEGAL) below], we recommend a new provision stating that the district will not use an employee's SOCIAL SECURITY NUMBER as an employee identifier, except for tax purposes as allowed by the new law, and will keep the social security numbers confidential.

DC (LEGAL) EMPLOYMENT PRACTICES

The board is required by HB 2961 to adopt a policy prohibiting the use of an employee social security number as an employee identifier other than for tax purposes. See page 1 at TAX IDENTIFIER and page 5 at SOCIAL SECURITY NUMBERS. This new provision resulted in a minor change at EXCEPTIONS on page 5 to clarify when the federal versus state law provisions on social security numbers apply.

See also DBA(LOCAL), above.

DEAA (LEGAL) COMPENSATION AND BENEFITS  
INCENTIVES AND STIPENDS

In addition to current law providing scheduled release time for MENTOR TEACHERS, HB 2012 permits a district to use funds from a mentor teacher program to provide release time to the classroom teachers who are assigned to the mentor.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

DEAB (LEGAL) COMPENSATION AND BENEFITS  
SALARIES AND WAGES

HB 483 adds a new provision at PUBLIC HEARING—CONTRACT EMPLOYEES on page 2 that prohibits a district from paying an employee or former employee more than the person is owed under an employment contract unless the district holds a public hearing on the matter. At the public hearing, the board must state: the source and exact amount of the payment; the reason for the payment, including the public purpose that will be served by making the payment; and the terms for distribution of the payment that effect and maintain the public purpose.

DEC (LEGAL) COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

To better track legal authority, we have adjusted the text on page 4 addressing employee absences for RELIGIOUS OBSERVANCES.

Citations at ABSENCE CONTROL on page 5 have been adjusted to delete references to workers' compensation discrimination cases, as districts are immune from liability for workers' compensation retaliation cases based on current case law.

DFBB (LEGAL) TERM CONTRACTS  
NONRENEWAL

For classroom teachers, HB 2012 requires a district to use a teacher's consecutive appraisals from more than one year, if available, in making employment decisions. See EVALUATIONS on page 1.

DFFA (LOCAL) REDUCTION IN FORCE  
FINANCIAL EXIGENCY

The recommended revision at CRITERIA FOR DECISION is based on HB 2012, which requires a district to use a classroom teacher's consecutive appraisals from more than one year, if available, in making employment decisions. A reduction in force based on a financial exigency is an employment decision that would fall within the scope of this requirement.

Previously this local policy only required a district to look at the most recent formal appraisal when applying the performance criterion. The revised policy language additionally requires the district to look at consecutive formal appraisals from more than one year, if available. The new policy language applies to all employees being evaluated under the performance criterion, not just classroom teachers as required by law, so that the criterion is applied consistently to all employees.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### DFFB (LOCAL) REDUCTION IN FORCE PROGRAM CHANGE

As at DFFA (Financial Exigency) and based on HB 2012, a recommended change to this local policy on reduction in force based on a program change requires the district to look at consecutive formal appraisals from more than one year, if available, in addition to the most recent formal appraisal, when applying the performance criterion. The new policy language applies to all employees being evaluated under the performance criterion, not just classroom teachers as required by law, so that the criterion is applied consistently to all employees. See CRITERIA FOR DECISION.

### DGBA (LEGAL) PERSONNEL-MANAGEMENT RELATIONS EMPLOYEE COMPLAINTS/GRIEVANCES

At TELEPHONE REPRESENTATION, HB 2607 requires a school district grievance policy to permit a person representing a district employee in a grievance against the employee's supervisor alleging a violation of law in the workplace or unlawful harassment to represent the employee through a telephone conference call. The requirement applies only if the district has the equipment necessary for a telephone conference call and applies at any formal grievance proceeding, hearing, or conference at which the district employee is entitled to representation according to the district's grievance policy.

### DGBA (LOCAL) PERSONNEL-MANAGEMENT RELATIONS EMPLOYEE COMPLAINTS/GRIEVANCES

This policy is recommended for revision to reflect HB 2607, which requires the district's grievance policy to permit an employee REPRESENTATIVE to participate by telephone conference call in a grievance against the employee's supervisor alleging a violation of law in the workplace or unlawful harassment and when the district's policy entitles the employee to representation. See DGBA(LEGAL), above.

Because current provisions in the district's policy permit representation at any level of the grievance process, the recommended revision permits telephone conference calls at all levels of the process. For ease in administering this new requirement, the recommended policy text does not limit its application, as permitted by law, to grievances against the employee's supervisor alleging a violation of law in the workplace or unlawful harassment. Rather, telephone conference calls are permitted regardless of the subject of the grievance.

If your district chooses to only allow a representative to participate by telephone conference call in the specific types of grievances required by law, please contact your policy consultant for adjustments to your policy.

### DGC (LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES IMMUNITY

A new provision from HB 3793 is reflected at IMMUNITY FOR MENTAL HEALTH FIRST AID beginning on page 3. A person who has completed mental health first aid training and who in good faith assists someone experiencing a mental health crisis is not liable for civil damages for acts performed in assisting the individual unless the act was willfully or wantonly negligent.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### DH (LOCAL) EMPLOYEE STANDARDS OF CONDUCT

To clarify employees' responsibilities and to comply with policy requirements, we recommend adding a statement to this local policy on employee standards of conduct requiring an employee to report child abuse and neglect as required by law. The new text at HARASSMENT OR ABUSE includes a cross-reference to FFG, which includes an exhibit with more detailed reporting instructions that should be distributed to employees.

See FFG(LEGAL) and (EXHIBIT), below, for recent changes in reporting requirements.

### DH (REGULATION) EMPLOYEE STANDARDS OF CONDUCT

Our records indicate that you have a regulation at this code that you may need to review and revise in light of the changes in this update. Please advise us:

- If this regulation is obsolete and should be deleted from Policy Service's records of your localized policy manual; or
- If you have revisions that you wish to submit to Policy Service for editorial and legal review and incorporation into Policy Service records.

### DMA (LEGAL) PROFESSIONAL DEVELOPMENT REQUIRED STAFF DEVELOPMENT

In accordance with SB 939, training on awareness of CHILD ABUSE AND MALTREATMENT of children must be provided during employee orientation to all new employees and to existing employees on a schedule developed by TEA until all district employees have taken the training.

HB 1952 requires every principal or other appropriate administrator who oversees STUDENT DISCIPLINE to attend professional development training at least once every three years regarding alternative settings for behavior management, which shall include training regarding the distinction between a principal's use of discipline management techniques when a student is sent to the principal's office in order to maintain effective discipline in a classroom and a teacher's discretion to remove an unruly student from class and not have the student return without the consent of the teacher.

### DNA (LEGAL) PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

Changes to this legally referenced policy on teacher evaluation are from HB 2012:

- At INTERIM EVALUATIONS AND GUIDANCE, beginning on page 1, a new provision requires a district to conduct appropriate components of the appraisal process, such as classroom observations and walk-throughs, more frequently than the full appraisal is completed and as necessary to ensure that a teacher receives adequate evaluation and guidance. A district must give priority to conducting appropriate components more frequently for inexperienced teachers and for experienced teachers with identified areas of deficiency.
- At NOTICE AND USE OF EVALUATIONS, on page 2, a district must use a teacher's consecutive appraisals from more than one year, if available, in making employment decisions and developing career recommendations for the teacher. The district must give the teacher timely notice of the results of an appraisal so that the district and teacher can use the appraisal to improve the teacher's performance.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

- At ACCESS TO EVALUATIONS, also on page 2, a teacher is entitled to receive a copy of his or her evaluation *promptly* after its completion.

### DNA (LOCAL) PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

As a result of legislation affecting teacher evaluations, as described above, we have taken the opportunity to reorganize this policy to better reflect the decisions the district has made regarding performance appraisals.

In response to HB 2012, we have included at GENERAL REQUIREMENTS the requirement for a district to conduct components of the appraisal process, such as classroom observations and walk-throughs, more frequently than when the full appraisal is completed and as necessary to ensure that a teacher receives appropriate guidance. Text addressing the days on which the district prohibits observations is recommended for deletion. The district must establish an appraisal calendar, which should take into account any prohibited days.

Recommended changes at FORMAL OBSERVATION and SECOND APPRAISAL are for clarification, as are the revisions at LESS-THAN-ANNUAL EVALUATIONS. The latter provisions continue to reflect the eligibility criteria previously determined by the district.

Provisions addressing consideration of evaluative information in employment decisions are no longer accurate in light of the new requirement from HB 2012 to use a teacher's consecutive appraisals from more than one year in making employment decisions. We recommended deletion of these provisions.

Other nonsubstantive changes are for consistency with policy style.

**Please note:** As reflected at APPRAISAL SYSTEM, the policy continues to reflect the district's use of the Professional Development and Appraisal System (PDAS). If the district uses an appraisal system other than PDAS for any of the district's teachers, please contact your policy consultant for an adjustment to the district's policy.

### EC (LEGAL) SCHOOL DAY

Changes from HB 5 require the board to adopt and strictly enforce a policy limiting LOSS OF CLASS TIME for remedial tutoring or test preparation to no more than ten percent of days on which the class is offered, although a parent can consent to additional removals.

### EC (LOCAL) SCHOOL DAY

This policy is recommended for inclusion in the district's policy manual to comply with the local policy requirements in Education Code 25.083, as amended by HB 5. See EC(LEGAL) above.

At LOSS OF CLASS TIME, the recommended text limits removals from regularly scheduled classes for tutoring or test preparation to no more than 10 percent of the days on which the class is offered without a parent's written consent.

Education Code 25.083 also requires the district to limit specific types of class INTERRUPTIONS. Accordingly, the new text limits nonacademic activities that interrupt the academic process and requires the district to restrict announcements made over the public address system to once a day and prohibits selling or solicitation during class time.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

EHAA (LEGAL) BASIC INSTRUCTIONAL PROGRAM  
REQUIRED INSTRUCTION (ALL LEVELS)

Multiple bills affect the required instructional program:

- Personal financial literacy has been added to the ENRICHMENT CURRICULUM by HB 2662.
- SB 1474 adds a requirement that the district follow a specific process, including obtaining input from employees and the public, before adopting MAJOR CURRICULUM INITIATIVES.
- HB 462 prohibits a district from using the COMMON CORE STATE STANDARDS.
- HB 2483 includes oral health education as part of the COORDINATED HEALTH PROGRAM.
- Two bills revised the DUTIES of the school health advisory council (SHAC), beginning on page 5. SB 460 expands the scope of the SHAC's duties to include recommending policies, procedures, and strategies in addition to the existing duty of recommending curriculum, and adds duties related to mental health concerns. HB 1018 adds a duty for the SHAC to recommend, if feasible, joint use agreements or strategies for collaborating with community organizations.

EHAC (LEGAL) BASIC INSTRUCTIONAL PROGRAM  
REQUIRED INSTRUCTION (SECONDARY)

Districts must now offer a half-credit elective course in personal financial literacy in accordance with HB 2662. Instruction in personal financial literacy has been removed from the requirements for economics. See item number 11 at GRADES 9-12 COURSE OFFERINGS.

EHBAA (LEGAL) SPECIAL EDUCATION  
IDENTIFICATION, EVALUATION, AND ELIGIBILITY

SB 816 sets a deadline for the district to reply to a parent request for an initial evaluation, at REFERRALS, and moves the TIME FRAME for completing the written report of an initial evaluation for special education services from the 60th *calendar* day to the 45th *school* day after the receipt of parental consent, with some exceptions.

EHBAB (LEGAL) SPECIAL EDUCATION  
ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As reflected on page 6, a BEHAVIORAL INTERVENTION PLAN that the ARD committee determines is appropriate must be included in the student's IEP and provided to each of the student's teachers in accordance with SB 914.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### EHBC (LEGAL) SPECIAL PROGRAMS COMPENSATORY/ACCELERATED SERVICES

This legally referenced policy has been extensively revised as a result of new legislation.

- The DEFINITION OF AT-RISK STUDENT was revised by HB 5 to include students under 26 years of age instead of the previous 21 years of age.
- HB 5 clarifies the district's obligations to provide ACCELERATED INSTRUCTION to students who fail an end-of-course assessment. The district may require the student to participate before or after normal school hours or at times of the year outside normal school operations, but note that this accelerated instruction is not subject to compulsory attendance requirements. In addition, the district must evaluate the effectiveness of its accelerated instruction and annually hold a public hearing to consider the results.
- In addition to current requirements, an INTENSIVE PROGRAM OF INSTRUCTION must be offered to a student who is not likely to receive a diploma within 4 years following enrollment in grade 9, per SB 1404.
- HB 5 requires each district to partner with at least one institution of higher education to provide COLLEGE PREPARATORY COURSES in math and English language arts. The courses are for students in grade 12 whose end-of-course assessment scores do not meet college readiness standards or whose coursework, college entrance exam scores, or higher education assessment scores show that the student is not ready for entry-level college coursework. Additional provisions address student NOTICES, CREDIT EARNED, and purchase of INSTRUCTIONAL MATERIALS.

### EHBK (LEGAL) SPECIAL PROGRAMS OTHER INSTRUCTIONAL INITIATIVES

Two new mandatory RECOGNITION DATES were added in the 83rd Legislative Session:

- HB 1501 requires districts to commemorate SEPTEMBER 11, 2001, each year the date falls on a regular school day, with a minute of silence.
- HB 174 requires districts to observe, by appropriate ceremonies, activities, and programs, the historic, cultural, and social contributions that American Indians have made to Texas. See AMERICAN INDIAN HERITAGE DAY on page 1.

### EHDC (LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

Extensive revisions to credit by examination (CBE) without prior instruction were made by companion bills HB 2694 and SB 1365.

Based on SBOE guidelines, the school board must approve the exams available for CBE and, to the extent available, must approve at least four exams in each subject. These exams must include AP and CLEP exams.

The passing standard on the exams is now 80 rather than 90 percent, and a student is not required to take an end-of-course assessment in a subject if the student is awarded CBE.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

Exam dates, of at least four times a year, will be determined by the SBOE. New limitations prohibit a student from attempting CBE more than twice in the same subject and require the student to enroll in the relevant course if the student fails to obtain credit through CBE before the beginning of the year in which the student would normally enroll in the course according to the district's prescribed course sequence.

**Please note:** Revisions to EHDC(LOCAL) will be recommended after the SBOE publishes rules.

### EHDD (LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT COLLEGE COURSE WORK/DUAL CREDIT

A district may implement a career and technical (CTE) program under the required COLLEGE CREDIT PROGRAM allowing students to earn 12 semester credit hours of college credit in accordance with HB 842. The CTE program may provide a student the opportunity to earn credit for a course or activity, including an apprenticeship or training hours, that:

- Satisfies a requirement to obtain an industry-recognized credential or associate degree and is approved by the higher education coordinating board, and
- For which the student may earn dual credit.

The district must report certain information about its college credit program to TEA.

HB 5 removes a limitation at COMMUNITY COLLEGE JURISDICTION. Previously, a district outside of a college district's service area could only enter into an agreement with that college district to offer a course if the community college district that serves the area where the high school is located was unable to provide the requested course. Revisions now permit a district to enter into agreements with community college districts regardless of whether the high school is located within the college district's service area.

HB 5 also limits a student's enrollment in more than three dual credit courses in a community college that does not serve the student's high school. See LIMIT ON ENROLLMENT on page 3.

### EHDE (LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT DISTANCE LEARNING

Revisions to this legally referenced policy are a result of HB 1926:

- Beginning on page 6, the requirement for districts to adopt a LOCAL POLICY providing students information about the opportunity to enroll in TxVSN courses has been revised to require a *written* policy. At least once each year, districts must now send a copy of the policy to parents of middle and high school students.
- A district may now deny REQUESTS TO ENROLL in TxVSN courses if the district offers a substantially similar course. A district may also deny a request if the TxVSN course is inconsistent with requirements for college admission or an industry certificate, in addition to the current ability to deny enrollment if the course is inconsistent with the student's high school graduation plan. Upon receiving a request, a district may select a course provider based on certain factors. See page 7.
- Course providers may not provide inducements for a student to enroll in a TxVSN course. See INDUCEMENTS FOR ENROLLMENT PROHIBITED on page 8.
- If the student successfully completes the course, the district receives FUNDING. However, funding is limited to three TxVSN courses a year for each student, and a district may decline to pay a student's tuition for more than three yearlong electronic courses, or the equivalent, during a school year. A district may charge the student the COURSE COST when a student enrolls in more than three courses in a year.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### EI (LEGAL) ACADEMIC ACHIEVEMENT

A provision from HB 5 clarifies that the requirement for a student to attend class 90 percent of the days the class is offered applies to students in all grades, including kindergarten, and applies to award of credit or a final grade. See ATTENDANCE FOR CREDIT OR FINAL GRADE.

### EIA (LEGAL) ACADEMIC ACHIEVEMENT GRADING/PROGRESS REPORTS TO PARENTS

HB 5 removed the provisions requiring a student's score on an end-of-course assessment to count for 15 percent of a student's final grade for the course. As a result, relevant provisions have been deleted from this legally referenced policy.

The provision allowing students who serve as STUDENT ELECTION CLERKS to apply the time served toward certain academic requirements was broadened to include service as an early voting clerk per SB 553.

### EIA (LOCAL) ACADEMIC ACHIEVEMENT GRADING/PROGRESS REPORTS TO PARENTS

We recommend for deletion the district's local policy provision at CONFERENCES stating a parent shall be notified of the opportunity for a conference every nine weeks. If you wish to retain this unique provision, please contact your policy consultant.

### EIC (LEGAL) ACADEMIC ACHIEVEMENT CLASS RANKING

As a result of HB 5, a district is prohibited from using a student's performance on an END-OF-COURSE ASSESSMENT to determine class rank for any purpose, including automatic admission to college.

### EIF (LEGAL) ACADEMIC ACHIEVEMENT GRADUATION

A provision from HB 5 has been added at EXCEPTION on page 5. This provision allows a student on any of the current graduation programs who is a senior during 2013-14 and who does not satisfy the curriculum requirements of the student's high school program to graduate under the new foundation high school program if the student satisfies the requirements for that program.

On page 11 at GRADUATION OF STUDENT IN CONSERVATORSHIP OF DFPS is a new provision from SB 1404 that if a student in the conservatorship of the state transfers in grades 11 or 12 and would be eligible to graduate from the student's previous district but not the receiving district, the previous district must award a diploma on the student's request.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

- HB 2137 requires a district to enroll in the district's summer school program a student who is eligible to enroll in the district but who is not currently enrolled. The student must satisfy any course eligibility requirements and pay authorized course fees. See SUMMER SCHOOL ENROLLMENT.
- In accordance with SB 1142, a district will receive funding for students enrolled in an adult high school diploma and industry certification charter school pilot program. See FOUNDATION SCHOOL PROGRAM.

FEA (LEGAL) ATTENDANCE  
COMPULSORY ATTENDANCE

There are several new provisions relating to EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS, beginning on page 3:

- At item number 6, HB 2619 provides that CHILDREN IN CONSERVATORSHIP OF DFPS must be excused for attending a mental health or therapy appointment or family visitation as ordered by a court. At item number 7, SB 1404 provides that a child in the conservatorship of the state must be excused for an activity ordered by a court, provided that it is not practicable to schedule the participation outside of school hours.
- At item number 8, HB 455 provides for an excused absence if a student is attending a health-care appointment for the student's child.
- SB 553 permits a district to adopt a policy excusing a student for serving as an early voting clerk. However, the total excused absences for this purpose and service as an election clerk are limited to two days per school year. If a district excuses a student's absence for this purpose the student shall be counted for ADA and, if the student makes up the work missed, the absences shall be counted as days of attendance for compulsory attendance.
- SB 260 requires a district to excuse a student for up to five days in a school year to visit with his or her parent, stepparent, or legal guardian who is an active duty member of the military services and has been called to duty for, is on leave from, or immediately returned from a continuous deployment of at least four months. An absence may be taken not earlier than 60 days before the deployment date or later than 30 days after the return deployment date. See MILITARY DEPENDENTS on page 5. Less specific provisions addressing absences for military dependents from the Interstate Compact on Educational Opportunity For Military Children have been deleted.

Per SB 393, a complaint filed for failure to attend school shall be dismissed by a court if the complaint or referral does not include certification about the use of truancy prevention measures and specify whether the student is eligible for or receives special education services. See FILING REQUIREMENTS.

FEA (LOCAL) ATTENDANCE  
COMPULSORY ATTENDANCE

Recommended language excuses a student for up to two days a year to serve as an EARLY VOTING OR ELECTION CLERK in light of SB 553, which permits a district to adopt such a policy. The policy requires students to submit appropriate documentation.

We also recommend a nonsubstantive editorial change at HIGHER EDUCATION VISITS.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### FEB (LEGAL) ATTENDANCE ATTENDANCE ACCOUNTING

New compulsory attendance exemptions as mentioned above at FEA(LEGAL) have also been added to this legally referenced policy on attendance accounting. A district will receive funding if a student is not on campus when attendance is taken if the student is:

- Serving as a student early voting clerk in an election;
- In the conservatorship of the state and is absent for specified reasons;
- Absent for a health-care appointment of the student's child; or
- Absent to visit with a parent, stepparent, or guardian who is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has returned from a four-month or longer deployment.

### FEC (LEGAL) ATTENDANCE ATTENDANCE FOR CREDIT

A provision from HB 2694 has been added clarifying that a student who earns credit by examination is not subject to the 90 PERCENT RULE for attendance.

A provision from HB 5 clarifies that the requirement for a student to attend class 90 percent of the days the class is offered applies to students in kindergarten through grade 12 and applies to award of credit or a final grade.

### FEC (LOCAL) ATTENDANCE ATTENDANCE FOR CREDIT

Throughout this policy are recommended changes to comply with HB 5, which applies the 90 percent attendance requirements to the award of a final grade in addition to award of credit.

At GUIDELINES ON EXTENUATING CIRCUMSTANCES, we have replaced the growing list of statutorily excused absences with a cross-reference to FEA, Compulsory Attendance. The policy continues to provide that if makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance requirements shall be considered days of attendance.

We recommend for deletion the district's unique provisions at ATTENDANCE COMMITTEES with information on composition, at METHODS FOR REGAINING CREDIT requiring a campus principal to review the documentation submitted, and the unique provision at APPEAL PROCESS. If you wish to retain any of these provisions in your policy, please contact your policy consultant.

### FED (LEGAL) ATTENDANCE ATTENDANCE ENFORCEMENT

Provisions regarding JUVENILE CASE MANAGERS have been amended as a result of SBs 393 and 1419. A district may employ or jointly employ a case manager:

# Explanatory Notes

## TASB Localized Policy Manual Update 98

- To provide services to juveniles a school administrator refers to court for misconduct that would otherwise be within the court's jurisdiction prior to a case being filed and with the consent of the juvenile and the juvenile's parents; or
- To assist with administering the court's juvenile docket, to provide prevention services to a child at risk of entering the juvenile justice system, and to provide intervention services to juveniles engaged in misconduct before cases are filed.

FFAB (LEGAL) WELLNESS AND HEALTH SERVICES  
IMMUNIZATIONS

SB 63 permits a child to consent to his or her own immunization if the child is pregnant or has custody of his or her child. See CONSENT BY CHILD on page 5.

FFB (LEGAL) STUDENT WELFARE  
CRISIS INTERVENTION

SB 831 adds ESCs to the list of entities that must provide and update annually a list of best-practice RECOMMENDED PROGRAMS for implementation in public schools, which now must include programs in mental health promotion and positive youth development and substance abuse prevention and intervention.

As added by SB 460, each district must provide employees TRAINING as described in the programs, which now include training on recognizing students who need substance abuse intervention and providing notice to parents of students who may need substance abuse services. A district may implement one of the recommended programs to satisfy this training requirement. If the district provides the training, teachers, counselors, principals, and all other appropriate personnel must participate in the training at least one time, and the district must maintain records that include the name of each district employee who participated in the training.

Adopting a local POLICY is still optional, but SB 831 adds mental health promotion and substance abuse prevention and intervention to the optional policy. As a result, references to substance abuse have been added throughout the policy provisions.

SB 460 provides that the above training requirements do not waive any IMMUNITY from liability of a district or of district officers or employees. Nor do they create any liability for a cause of action against a district or against district officers or employees. They also do not waive any immunity from liability under the Texas Civil Practice and Remedies Code section 74.151, which governs liability for emergency care.

**Please note:** If your district would like to see sample language addressing these issues, please contact your policy consultant.

FFC (LEGAL) STUDENT WELFARE  
STUDENT SUPPORT SERVICES

SB 832 requires each district to send TEA the name of and contact information for the district's LIAISON FOR CHILDREN IN THE CONSERVATORSHIP OF THE STATE in a format and on a schedule determined by TEA. TEA shall provide training for school district liaisons.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

FFG (LEGAL) STUDENT WELFARE  
CHILD ABUSE AND NEGLECT

SB 152 adds new reporting requirements regarding ADULT VICTIMS OF ABUSE: an employee is required to make a report if the employee has cause to believe that an adult was a victim of abuse or neglect as a child and the employee determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

From HB 1205, the penalty for FAILURE TO REPORT child abuse or neglect by a professional is a class A misdemeanor if the professional was required to make a report and knowingly failed to make a report. If the professional intended to conceal the abuse or neglect, the penalty rises to a state jail felony. See page 3.

HB 1648 makes certain information created by the Department of Family and Protective Services (DFPS) in the course of an investigation confidential. See CONFIDENTIALITY on page 4.

As reflected at POSTING CHILD ABUSE HOTLINE TELEPHONE NUMBER on page 6, each school is required by SB 939 to post in a public area of the school that is accessible to students a sign in English and Spanish that has the toll-free DFPS phone number for reporting child abuse or neglect.

FFG (EXHIBIT) STUDENT WELFARE  
CHILD ABUSE AND NEGLECT

The new child abuse and neglect reporting requirement from SB 152 has been added to this exhibit. An employee is required to make a report if he or she has cause to believe that an adult was a victim of abuse or neglect as a child and the employee determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

**Please note:** Please review in this exhibit the information regarding the district official individuals should contact if they have questions about the policies on child abuse or neglect and the contact information for the local law enforcement agency. Contact Policy Service if this information needs updating.

FM (LEGAL) STUDENT ACTIVITIES

The provision allowing students who serve as student election clerks to apply time served toward a service requirement for participation in a school-sponsored extracurricular activity was broadened to include service as an early voting clerk per SB 553. See STUDENT ELECTION CLERKS on page 12.

FNA (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT EXPRESSION

From HB 308, a district may educate students about the history of traditional WINTER CELEBRATIONS and may allow students and staff to exchange traditional greetings such as "Merry Christmas," "Happy Hanukkah," and "happy holidays." A district may also display symbols associated with winter celebrations if the display includes a scene or symbol of more than one religion or one religion and a secular symbol. Displays may not include a message encouraging adherence to a particular religious belief.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

FNCG (LEGAL) STUDENT CONDUCT  
WEAPONS

HB 1862 removes switchblade knives from the list of OTHER PROHIBITED WEAPONS under the Penal Code.

FNCI (LEGAL) STUDENT CONDUCT  
DISRUPTIONS

Two bills affect the offense of DISRUPTION OF CLASSES. SB 1114 provides that a primary or secondary student enrolled in the school cannot commit the offense. SB 393 provides that it is an exception to the application of the offense that a person was younger than 12 years of age at the time the person engaged in the prohibited conduct.

FNG (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

A provision from HB 5 clarifies that the requirement for a student to attend class 90 percent of the days the class is offered applies to the award of credit or a final grade. See DENIAL OF CLASS CREDIT OR FINAL GRADE.

FO (LEGAL) STUDENT DISCIPLINE

Two bills affect item number 1 at STUDENT CODE OF CONDUCT. A district's student code of conduct must specify the circumstances under which a student may be removed from a *school bus* per SB 1541 and a *vehicle owned or operated by the district* per SB 1114. At item number 8, SB 1114 also requires the student code of conduct to include options for managing students on a vehicle owned or operated by the district.

FOA (LEGAL) STUDENT DISCIPLINE  
REMOVAL BY TEACHER OR BUS DRIVER

A new provision from SB 1541 has been added at REMOVAL BY SCHOOL BUS DRIVER. A school bus driver transporting students to or from school or a school-sponsored or school-related activity may send a student to the principal's office in order to maintain discipline on the bus. The principal is required to respond by employing appropriate discipline management techniques consistent with the student code of conduct.

# Explanatory Notes

## TASB Localized Policy Manual Update 98

### GKA (LEGAL) COMMUNITY RELATIONS CONDUCT ON SCHOOL PREMISES

Several existing statutory provisions have been added to this legally referenced policy addressing conduct on school premises:

- At APPLICABILITY OF CRIMINAL LAWS on page 1, newly added text explains that the criminal laws of the state apply to areas under the board's jurisdiction. This statement provides a basis for the other provisions in the policy.
- At TRESPASS we have added the full text of Education Code 37.107, stating that it is a Class C misdemeanor for a person to trespass on school district grounds.
- Also reflected on page 1, the Education Code gives the board the authority to bar or suspend a person from driving or parking VEHICLES ON SCHOOL PROPERTY if the person violates a board rule or regulation or a rule or regulation from Chapter 37 of the Education Code.
- The offense of DISRUPTION OF TRANSPORTATION has been added on page 2. Although a primary or secondary student can no longer commit the offense per SB 1114, the offense is still applicable to non-students.
- At EXCEPTED PERSONS beginning on page 4, existing statutory provisions have been added listing the persons to whom the general prohibitions against weapons do not apply. HB 3370 expanded this list at item number 5 to include qualified retired law enforcement officers and former reserve law enforcement officers.

Changes at DISRUPTION OF CLASSES on page 2 are from SBs 393 and 1114. SB 1114 provides that a primary or secondary student enrolled in the school cannot commit the offense. SB 393 provides that it is an exception to the application of the offense that a person was younger than 12 years of age at the time the person engaged in the prohibited conduct.

Adjustments were made throughout the policy to better match statutory language, and some provisions were moved within the policy for better placement.

### GRC (LEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES EMERGENCY MANAGEMENT

If a district makes a verbal REQUEST FOR ASSISTANCE for mutual aid, the district must confirm the request in writing. HB 3178 deletes the requirement that the district confirm the request within 30 days of the verbal request.

HB 3178 also amends provisions on REIMBURSEMENT OF COSTS on page 3. A local government entity that requests mutual aid assistance from a district is only required to reimburse the district for the costs of the assistance if the assistance exceeds 12 consecutive hours.

We have also deleted an obsolete provision regarding deadlines for completing emergency management training.



## (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

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

BOARD AUTHORITY

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

TRANSACTIONING  
BUSINESS

When a proposal is presented to the Board, **the Board shall hold** a discussion ~~shall be held~~ and **reach** a decision ~~reached~~. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

INDIVIDUAL  
AUTHORITY FOR  
COMMITTING THE  
BOARD

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

INDIVIDUAL ACCESS  
TO INFORMATION

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

LIMITATIONS

**If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.**

**An individual Board member**~~Individual members~~ shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with **policy FL**~~policies FL(LEGAL) and (LOCAL)~~.

**A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]**

REQUESTS FOR  
RECORDS

**An individual Board member**~~Individual members~~ shall seek access to records or request copies of records from the Superintendent or other designated custodian of records. When a custodian of records other than the Superintendent provides access to records or copies of records to **an individual Board member**~~Trustees~~, the provider shall inform the Superintendent of the records provided.

DATE ISSUED: **10/31/2013**~~6/22/2000~~  
UPDATE **9863**  
BBE(LOCAL)-A

1 of 2

El Campo ISD  
241903

BOARD MEMBERS  
AUTHORITY

BBE  
(LOCAL)

**In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.**

REQUESTS FOR  
REPORTS

**No individual Board member**~~Individual members~~ shall ~~not~~ direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or **other** custodian of records regarding the preparation of reports shall be by Board action.

CONFIDENTIALITY

At the time **a** Board **member is**~~members are~~ provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise **the Board member**~~them~~ of **the**~~their~~ responsibility to comply with confidentiality requirements.

REFERRING  
COMPLAINTS

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the **Board member**~~Trustee~~ may request that the issue be placed on the agenda.

DATE ISSUED: **10/31/2013**~~6/22/2000~~  
UPDATE **9863**  
BBE(LOCAL)-A

ADOPTED:

2 of 2

El Campo ISD  
241903

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CREDENTIALS AND RECORDS

DBA  
(LOCAL)

PARENT  
NOTIFICATION

The District shall notify parents of students in classrooms in which the regular teacher is not "highly qualified," as required by law.

Notification shall not be required, however, when:

1. The home campus teacher of a secondary school student assigned to a DAEP is considered the teacher-of-record; and
2. The home campus teacher:
  - a. Is highly qualified,
  - b. Assigns and evaluates the student's coursework,
  - c. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,
  - d. Has final authority on the coursework grades and the final grade for the course, and
  - e. Is regularly available for face-to-face consultation with the student and the DAEP teacher; and
3. The DAEP teacher meets all applicable SBEC certification requirements.

UPDATING  
CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year ~~shall~~**must** file with the Superintendent:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

CONTRACT  
PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

**SOCIAL SECURITY  
NUMBER**

**The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.**

DATE ISSUED: ~~10/31/2013~~**5/29/2007**  
UPDATE ~~9880~~  
DBA(LOCAL)-A

ADOPTED:

1 of 1

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

PLAN TO REDUCE  
PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below]
- Reductions in force of contract personnel due to program change [see DFFB]
- Other means of reducing personnel costs

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE  
DUE TO FINANCIAL  
EXIGENCY  
APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

2. Applied on a Districtwide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal **and, if available, consecutive formal appraisals from more than one year [see DNA];** ~~whether completed by the District or by a previous district;~~ and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

SUPERINTENDENT  
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

BOARD VOTE	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].</p>
NOTICE	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none"><li>1. The proposed action, as applicable;</li><li>2. A statement of the reason for the proposed action; and</li><li>3. Notice that the employee is entitled to a hearing of the type determined by the Board.</li></ol>
CONSIDERATION FOR AVAILABLE POSITIONS	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none"><li>1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.</li><li>2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.</li></ol>
HEARING REQUEST NONRENEWAL: TERM CONTRACT	<p>An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.</p>
DISCHARGE: CHAPTER 21 CONTRACT	<p>An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.</p>

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

DISCHARGE: NON-CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.
FINAL ACTION HEARING REQUESTED	If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.
NO HEARING REQUESTED	If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

APPLICABILITY

This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR  
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal **and, if available, consecutive formal appraisals from more than one year [see DNA];** ~~whether completed by the District or by a previous district;~~ and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT RECOMMENDATION The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

BOARD VOTE After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR AVAILABLE POSITIONS An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

REDUCTION IN FORCE  
PROGRAM CHANGE

DFFB  
(LOCAL)

FINAL ACTION

HEARING  
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

NO HEARING  
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

COMPLAINTS	In this policy, the terms “complaint” and “grievance” shall have the same meaning.
OTHER COMPLAINT PROCESSES	Employee complaints shall be filed in accordance with this policy, except as provided below: <ol style="list-style-type: none"><li>1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.</li><li>2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.</li><li>3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.</li><li>4. Complaints concerning instructional materials shall be submitted in accordance with EFA.</li><li>5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.</li><li>6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.</li><li>7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.</li></ol>
NOTICE TO EMPLOYEES	The District shall inform employees of this policy.
GUIDING PRINCIPLES INFORMAL PROCESS	The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.  Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.
DIRECT COMMUNICATION WITH BOARD MEMBERS	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
FREEDOM FROM RETALIATION	<p>Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
WHISTLEBLOWER COMPLAINTS	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]</p>
COMPLAINTS AGAINST SUPERVISORS	<p>Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaints alleging a violation of law by the Superintendent may be made directly to the Board or designee.</p>
GENERAL PROVISIONS FILING	<p>Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
RESPONSE	<p>At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
DAYS	<p>“Days” shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>

<b>REPRESENTATIVE</b>	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. <b>The representative may participate in person or by telephone conference call.</b> If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
COMPLAINT FORM	<p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.</p> <p>A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiled is within the designated time for filing a complaint.</p>

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

AUDIO RECORDING As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.-

LEVEL ONE

Complaint forms must be filed:∴

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One

response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

VIOLATIONS OF  
STANDARDS OF  
CONDUCT

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

ELECTRONIC MEDIA

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

USE WITH  
STUDENTS

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

PERSONAL USE

An employee shall be held to the same professional standards in his or her public use of electronic media as for any other public conduct. If an employee's use of electronic media violates state or

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

SAFETY  
REQUIREMENTS

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR  
ABUSE

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

**An employee shall report child abuse or neglect as required by law. [See FFG]**

RELATIONSHIPS WITH  
STUDENTS

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO USE

An employee shall not use tobacco products on District premises, in District vehicles, or at school or school-related activities. [See also GKA]

ALCOHOL AND DRUGS

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

	<p>An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.</p>
EXCEPTIONS	<p>An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee’s personal use shall not be considered to have violated this policy.</p>
NOTICE	<p>Each employee shall be given a copy of the District’s notice regarding drug-free schools. [See DI(EXHIBIT)]</p> <p>A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.</p>
ARRESTS, INDICTMENTS, CONVICTIONS, AND OTHER ADJUDICATIONS	<p>An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:</p> <ol style="list-style-type: none"><li>1. Crimes involving school property or funds;</li><li>2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;</li><li>3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or</li><li>4. Crimes involving moral turpitude, which include:<ul style="list-style-type: none"><li>• Dishonesty; fraud; deceit; theft; misrepresentation;</li><li>• Deliberate violence;</li><li>• Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;</li><li>• Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;</li><li>• Felony driving while intoxicated (DWI); or</li><li>• Acts constituting abuse or neglect under the Texas Family Code.</li></ul></li></ol>

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

DRESS AND  
GROOMING

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

<b>APPRAISAL SYSTEM</b>	<b>The formal appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS).</b>
<b>GENERAL REQUIREMENTS</b>	District teachers shall be appraised annually, except teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the following local criteria established in this policy. <del>The eligible teacher shall:</del>
<del>LESS-THAN-ANNUAL EVALUATIONS</del>	<del>The eligible teacher shall:</del>
<del>ELIGIBILITY</del>	<del>1. Be on an educator term contract;</del> <del>2. Be SBEC certified;</del> <del>3. Receive a Proficient rating for three consecutive years;</del> <del>4. Not be new to the teaching assignment;</del> <del>5. Not be new to the campus;</del>
<del>FREQUENCY</del>	<del>Eligible teachers shall be appraised every fifth year.</del> <del>During any school year when a complete Professional Development and Appraisal System (PDAS) is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</del>
<del>ALTERNATIVE ANNUAL REVIEW PROCESS</del>	<del>In the years that PDAS is not scheduled for an eligible teacher, an annual review process, such as developed by the District or campus-level decision-making committee shall consist of:</del> <del>1. Informal classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.</del> <del>2. All the regular PDAS procedures and requirements excluding, however, the teacher self-report, formal observation, and the portions of the summative conference documentation referring to the formal observations. At the request of the teacher, the principal shall conduct a summative conference.</del> <del>The alternative annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.</del>
<del>PDAS</del>	<del>The annual appraisal of District teachers not eligible for less frequent evaluations shall be in accordance with the Professional Development and Appraisal System (PDAS).</del> <del>The District shall establish an appraisal calendar each year.</del>

<b>PDAS</b> <b>FORMAL</b> <b>OBSERVATION</b>	<del>In addition to those days on which observations are prohibited by law [see DNA(LEGAL)], the District shall not schedule observations on the day before and the day after a school holiday, October 31, days scheduled for a teacher's appraisal end-of-semester or end-of-year examinations, or days scheduled for state-mandated assessment or other standardized tests.</del>
<b>THE FORMAL</b> <b>OBSERVATION</b> <del>SCHEDULE</del> <del>LIMITATIONS</del>	
<b>FIRST OBSERVATION</b>	<del>First classroom observations of teachers</del> shall be scheduled within a one-week window.
<b>ALTERNATE</b> <b>APPRAISERS</b>	The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.
<del>ALTERNATE</del> <del>APPRAISERS</del> <b>SECOND</b> <b>APPRAISAL</b>	Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.
<del>SECOND</del> <del>OBSERVATION</del> <del>APPRAISER</del> <b>THE FORMAL</b> <b>OBSERVATION FOR</b> <b>A SECOND</b> <b>SCORES</b> <b>APPRAISAL</b> <b>SCHEDULING</b>	<del>Second appraisals</del> shall be unscheduled.  The Board shall ensure that the Superintendent or designee <del>establishes</del> <b>establish</b> procedures regarding how domain scores from first and second <b>PDAS</b> appraisals will be used.
<b>LESS-THAN-</b> <b>ANNUAL</b> <del>PROBATIONARY</del> <del>TEACHERS</del>	<b>To be eligible for less-than-annual evaluations under the PDAS a teacher shall:</b>
<del>WRITTEN</del> <b>EVALUATIONS</b>	<ol style="list-style-type: none"><li><b>1. Be employed on an educator term contract;</b></li><li><b>2. Hold SBEC certification;</b></li><li><b>3. Have received a Proficient rating on the last three consecutive appraisals;</b></li><li><b>4. Have served in the current teaching assignment for at least one year; and</b></li><li><b>5. Have served on the current campus for at least one year.</b></li></ol>
<b>ELIGIBILITY</b>	
<b>FREQUENCY</b>	<b>Eligible teachers shall be appraised every five years.</b>  <b>During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</b>
<b>ANNUAL REVIEW</b> <b>PROCESS</b>	<b>In the years that a PDAS appraisal is not scheduled for an eligible teacher, the District shall conduct an annual review in accordance with a process developed by the District- and campus-level <del>evaluative information need not be considered prior to a</del> decision-making committees.</b>

**The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.**~~terminate a probationary contract at the end of the contract term. [See DFAB(LEGAL)]~~

**The regular PDAS procedures and requirements shall not apply to the annual review process.**

**GRIEVANCES**  
**EMPLOYMENT**  
**DECISIONS**

~~When relevant to decisions regarding term contracts, written evaluations of a teacher's performance, as documented to date, and any other information the administration deems appropriate, shall be considered in decisions affecting contract status.~~

**GRIEVANCES**

Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

El Campo ISD  
241903

ACADEMIC ACHIEVEMENT  
GRADING/PROGRESS REPORTS TO PARENTS

EIA  
(LOCAL)

RELATION TO  
ESSENTIAL  
KNOWLEDGE AND  
SKILLS

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

GUIDELINES FOR  
GRADING

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

**The District shall permit a student who meets the criteria detailed in the** ~~in accordance with~~ grading guidelines, ~~a student may be permitted~~ a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

PROGRESS  
REPORTING

The District shall issue grade reports/report cards every ~~nine~~ **nine** weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

INTERIM REPORTS

Interim progress reports shall be issued for all students after the ~~third week and the sixth~~ **third week and the sixth** week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

CONFERENCES

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed. ~~Parents shall be notified every nine weeks of the opportunity for a parent/teacher conference.~~

ACADEMIC  
DISHONESTY

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.

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**UPDATE 98** ~~LDU 2013.01~~  
EIA(LOCAL)-~~B~~ **X**

ADOPTED:

1 of 1

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LOCAL)

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

STUDENTS AGE 18  
AND OVER

A student who voluntarily attends school after the student's 18th birthday shall be required to attend school until the end of the school year.

HIGHER EDUCATION  
VISITS

**The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year**~~A student shall be excused for up to two days during the student's junior year and up to two days during the student's senior year~~ to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

**EARLY VOTING OR  
ELECTION CLERK**

**The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.**

WITHDRAWAL FOR  
NONATTENDANCE

The District may initiate withdrawal of a student under the age of 18 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

For withdrawal of students 18 or older, see FEA(LEGAL).

STUDENTS IN  
HOMESCHOOLS

When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

If the parents refuse to submit a letter of notification or if the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

El Campo ISD  
241903

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

ATTENDANCE  
COMMITTEES

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

~~The committee shall consist of ten members with no fewer than four to make a quorum. Committee members shall serve for one school year.~~ The Superintendent or designee shall make the specific appointments in accordance with legal requirements.

PARENTAL NOTICE  
OF EXCESSIVE  
ABSENCES

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

METHODS FOR  
REGAINING CREDIT  
**OR AWARDING A  
FINAL GRADE**

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class **or a final grade** by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit **or a final grade** by submitting a written petition ~~with supporting documentation~~ to the appropriate attendance committee.

Petitions for credit **or a final grade** may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

~~Campus principals may review documentation, such as parents' notes and doctors' notes, to verify extenuating circumstances and may recommend to the attendance committee that documented absences be excused.~~

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit **or a final grade.** The committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

Students who have lost credit **or have not received a final grade** because of excessive absences may regain credit **or be awarded a final grade** by fulfilling the requirements established by the attendance committee.

PERSONAL ILLNESS

When a student's absence for personal illness exceeds five consecutive days, the principal or attendance committee may require

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UPDATE ~~9886~~  
FEC(LOCAL)-~~A~~

1 of 3

that the student present a statement from a physician or health clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying the absence as one for which there are extenuating circumstances.

If a student has established a questionable pattern of absences, the principal or attendance committee may require that a student present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.

GUIDELINES ON  
EXTENUATING  
CIRCUMSTANCES

The attendance committee shall adhere to the following guidelines to determine attendance for **award of credit or a final grade**:

DAYS OF  
ATTENDANCE

1. All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, **excused absences that are allowed under compulsory attendance requirements**~~for the following reasons~~ shall be considered days of attendance for this purpose. **[See FEA(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS]:**
  - ~~a. Religious holy days;~~
  - ~~b. Required court appearances;~~
  - ~~c. Activities related to obtaining U.S. citizenship;~~
  - ~~d. Serving as an election clerk;~~
  - ~~e. Visiting an institution of higher education [see FEA]; and~~
  - ~~f. Health care appointments.~~**[See FEB]**

TRANSFERS /  
MIGRANT  
STUDENTS

2. A transfer or migrant student incurs absences only after his or her enrollment in the District.

BEST INTEREST  
STANDARD

- ~~3.~~ In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student.
- ~~4.~~**3.** The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.

DOCUMENTATION

- ~~5.~~**4.** The committee shall consider the acceptability and authenticity of documented reasons for the student's absences.

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

CONSIDERATION OF CONTROL	<del>6.5.</del> The committee shall consider whether the absences were for reasons out of the student's or parent's control.
STUDENT'S ACADEMIC RECORD	<del>7.6.</del> The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
INFORMATION FROM STUDENT OR PARENT	<del>8.7.</del> The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit <b>or be awarded a final grade.</b>
IMPOSING CONDITIONS FOR AWARDING CREDIT OR A FINAL GRADE	<p>The committee may impose any of the following conditions for <b>students with receiving credit lost because of excessive absences to regain credit or be awarded a final grade:</b></p> <ol style="list-style-type: none"><li>1. Completing additional assignments, as specified by the committee or teacher.</li><li>2. Attending tutorial sessions as scheduled, which may include Saturday classes or before- and after-school programs.</li><li>3. Maintaining the attendance standards for the rest of the semester.</li><li>4. Taking an examination to earn credit. [See EHDB]</li><li>5. Attending a flexible school day program.</li><li>6. Attending summer school.</li></ol> <p>In all cases, the student must also earn a passing grade in order to receive credit.</p>
APPEAL PROCESS	<p><b>A parent or if a student may appeal the decision of is denied class credit by the attendance committee because of excessive absences, the student and/or parent may appeal the decision to the Superintendent. The appeal shall be in writing and must be received within seven calendar days from the date of notification of the attendance committee's decision.</b></p> <p><del>The decision of the Superintendent may be appealed to the Board in accordance with FNG(LOCAL) beginning at Level Three.)-</del></p>