



Learners Today...

Leaders Tomorrow...

*Mustangs
Forever!*

**Marble Falls ISD
Regular Meeting**

**Monday, January 14, 2013
6:00 PM**

**AGENDA OF REGULAR MEETING
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MONDAY, JANUARY 14, 2013 – 6:00 PM
Marble Falls ISD Central Office Community Room**

Notice is hereby given that on January 14, 2013, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 6:00 PM, at the Marble Falls ISD Central Office Community Room.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice. The Board will consider and may act on the "Consent Agenda" with one vote. Any Trustee may request the removal of an item from the "Consent Agenda" for individual consideration and action.

1. Roll Call
2. Invocation
Presenter: Kelly Fox
3. Pledge to the Flags
Presenter: Rick Edwards
4. Spotlight on Excellence
 - A. Marble Falls High School
Presenter: Manny Lunoff
 - B. Marble Falls Middle School
Presenter: John Schumacher
 - C. Falls Career High School
Presenter: Peggy Little
 - D. School Board Recognition Month
Presenter: Rob O'Connor
5. Citizen Comments
6. Southwest Securities Overview of Current Bond Indebtedness and Debt Capacity within Current Tax Rate 4
Presenter: Brian Grubbs
7. Consent Agenda
 - A. Approval of Minutes 7
 - B. Approval of Financial Report 11
 - C. Budget Amendments 25
 - D. Approval of Election Contract with Burnet County Election Administrator for May 11, 2013 School Board Trustee Election 30
 - E. Approval of Shared Services Agreement for Regional Day School Program for the Deaf 45
8. Action Items
 - A. Discussion and Possible Approval of 2011-2012 Fiscal Year Financial Audit
Presenter: Lisa LeMon
 - B. Discussion and Possible Approval of Resolution to Suspend Portions of Policy EIA Local for the 2012-2013 School Year 71
Presenter: Rob O'Connor
9. Superintendent's Report
 - A. Second 9 Week TBA Summary 72

Presenter: Janice Mauldin

10. Executive Session

A. Discussion of Superintendent's Evaluation, TX Govt.Code 551.074

B. Discussion of Personnel Matters, TX Govt. Code, Section 551.074

126

11. Discussion and Possible Approval of Action Arising from Executive Session

Presenter: Rob O'Connor

A. Approval of Superintendent Contract Extension

12. Adjourn

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, Texas Govt. 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.

FOR THE BOARD OF TRUSTEES
MARBLE FALLS INDEPENDENT SCHOOL

Rob O'Connor, Superintendent of Schools

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

Scenario 1: \$3,000,000 - No I&S Tax Rate Increase - Existing I&S Fund Balance

January 14, 2013

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Fiscal Year Ending	Outstanding Debt Service	Plus: \$3,000,000 Series 2013 Debt Service @ CM + 1.00%	Total Debt Service	Less: Use of Existing I&S Fund Balance	Less: Estimated Refunding Interest Cost Savings	Net Debt Service	Estimated Taxable Value	Estimated I&S Tax Rate @ 99%	Estimated I&S Tax Rate Increase
2013	\$ 6,669,461	\$ -	\$ 6,669,461	\$ -	\$ -	\$ 6,669,461	\$ 2,900,000,000	\$ 0.2267	
2014	6,561,336	104,897	6,666,233	157,676		6,508,557	2,900,000,000	0.2267	0.000
2015	6,567,936	104,897	6,672,833	164,276		6,508,557	2,900,000,000	0.2267	
2016	6,570,186	104,897	6,675,083	166,526		6,508,557	2,900,000,000	0.2267	
2017	6,496,436	104,897	6,601,333	92,776		6,508,557	2,900,000,000	0.2267	
2018	6,496,711	104,897	6,601,608	93,051		6,508,557	2,900,000,000	0.2267	
2019	6,497,911	104,897	6,602,808	94,251		6,508,557	2,900,000,000	0.2267	
2020	6,491,511	104,897	6,596,408	87,851		6,508,557	2,900,000,000	0.2267	
2021	6,482,711	104,897	6,587,608	79,051		6,508,557	2,900,000,000	0.2267	
2022	6,468,199	104,898	6,573,097	64,540		6,508,557	2,900,000,000	0.2267	
2023	3,969,749	274,838	4,244,586			4,244,586	2,900,000,000	0.1478	
2024	3,986,186	269,838	4,256,024			4,256,024	2,900,000,000	0.1482	
2025	3,973,293	274,838	4,248,130			4,248,130	2,900,000,000	0.1480	
2026	3,987,136	269,838	4,256,974			4,256,974	2,900,000,000	0.1483	
2027	3,975,224	269,838	4,245,061			4,245,061	2,900,000,000	0.1479	
2028	3,983,249	269,838	4,253,086			4,253,086	2,900,000,000	0.1481	
2029	3,989,581	273,238	4,262,819			4,262,819	2,900,000,000	0.1485	
2030	3,987,494	271,238	4,258,731			4,258,731	2,900,000,000	0.1483	
2031	3,983,631	274,038	4,257,669			4,257,669	2,900,000,000	0.1483	
2032	3,973,656	271,438	4,245,094			4,245,094	2,900,000,000	0.1479	
2033	3,992,581	273,638	4,266,219			4,266,219	2,900,000,000	0.1486	
2034	3,973,656	269,925	4,243,581			4,243,581	2,900,000,000	0.1478	
2035	3,984,906	271,000	4,255,906			4,255,906	2,900,000,000	0.1482	
2036	3,971,406	271,650	4,243,056			4,243,056	2,900,000,000	0.1478	
2037	3,985,969	271,875	4,257,844			4,257,844	2,900,000,000	0.1483	
2038	2,392,000	271,675	2,663,675			2,663,675	2,900,000,000	0.0928	
2039	619,500	271,050	890,550			890,550	2,900,000,000	0.0310	
	\$ 128,031,618	\$ 5,563,862	\$ 133,595,479	\$ 1,000,000	\$ -	\$ 132,595,479			

4

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

Scenario 2: \$6,000,000 - No I&S Tax Rate Increase - Existing I&S Fund Balance - \$100,000 Savings / Year to 2022

January 14, 2013

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Fiscal Year Ending	Outstanding Debt Service	Plus: \$6,000,000 Series 2013 Debt Service @ CM + 1.00%	Total Debt Service	Less: Use of Existing I&S Fund Balance	Less: Estimated Refunding Interest Cost Savings	Net Debt Service	Estimated Taxable Value	Estimated I&S Tax Rate @ 99%	Estimated I&S Tax Rate Increase
2013	\$ 6,669,461	\$ -	\$ 6,669,461	\$ -	\$ -	\$ 6,669,461	\$ 2,900,000,000	\$ 0.2267	
2014	6,561,336	204,275	6,765,611	157,676	100,000	6,507,935	2,900,000,000	0.2267	0.000
2015	6,567,936	204,275	6,772,211	164,276	100,000	6,507,935	2,900,000,000	0.2267	
2016	6,570,186	204,275	6,774,461	166,526	100,000	6,507,935	2,900,000,000	0.2267	
2017	6,496,436	204,275	6,700,711	92,776	100,000	6,507,935	2,900,000,000	0.2267	
2018	6,496,711	204,275	6,700,986	93,051	100,000	6,507,935	2,900,000,000	0.2267	
2019	6,497,911	204,275	6,702,186	94,251	100,000	6,507,935	2,900,000,000	0.2267	
2020	6,491,511	204,275	6,695,786	87,851	100,000	6,507,935	2,900,000,000	0.2267	
2021	6,482,711	204,275	6,686,986	79,051	100,000	6,507,935	2,900,000,000	0.2267	
2022	6,468,199	204,275	6,672,474	64,540	100,000	6,507,934	2,900,000,000	0.2267	
2023	3,969,749	529,275	4,499,024			4,499,024	2,900,000,000	0.1567	
2024	3,986,186	529,275	4,515,461			4,515,461	2,900,000,000	0.1573	
2025	3,973,293	529,275	4,502,568			4,502,568	2,900,000,000	0.1568	
2026	3,987,136	529,275	4,516,411			4,516,411	2,900,000,000	0.1573	
2027	3,975,224	529,275	4,504,499			4,504,499	2,900,000,000	0.1569	
2028	3,983,249	529,275	4,512,524			4,512,524	2,900,000,000	0.1572	
2029	3,989,581	531,275	4,520,856			4,520,856	2,900,000,000	0.1575	
2030	3,987,494	527,675	4,515,169			4,515,169	2,900,000,000	0.1573	
2031	3,983,631	528,675	4,512,306			4,512,306	2,900,000,000	0.1572	
2032	3,973,656	529,075	4,502,731			4,502,731	2,900,000,000	0.1568	
2033	3,992,581	528,875	4,521,456			4,521,456	2,900,000,000	0.1575	
2034	3,973,656	532,088	4,505,744			4,505,744	2,900,000,000	0.1569	
2035	3,984,906	529,450	4,514,356			4,514,356	2,900,000,000	0.1572	
2036	3,971,406	531,175	4,502,581			4,502,581	2,900,000,000	0.1568	
2037	3,985,969	527,050	4,513,019			4,513,019	2,900,000,000	0.1572	
2038	2,392,000	527,288	2,919,288			2,919,288	2,900,000,000	0.1017	
2039	619,500	531,675	1,151,175			1,151,175	2,900,000,000	0.0401	
	<u>\$ 128,031,618</u>	<u>\$ 10,838,425</u>	<u>\$ 138,870,043</u>	<u>\$ 1,000,000</u>	<u>\$ 900,000</u>	<u>\$ 136,970,043</u>			

5

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

Scenario 3: \$9,000,000 - No I&S Tax Rate Increase - Existing I&S Fund Balance - \$200,000 Savings / Year to 2022

January 14, 2013

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Fiscal Year Ending	Outstanding Debt Service	Plus: \$9,000,000 Series 2013 Debt Service @ CM + 1.00%	Total Debt Service	Less: Use of Existing I&S Fund Balance	Less: Estimated Refunding Interest Cost Savings	Net Debt Service	Estimated Taxable Value	Estimated I&S Tax Rate @ 99%	Estimated I&S Tax Rate Increase
2013	\$ 6,669,461	\$ -	\$ 6,669,461	\$ -	\$ -	\$ 6,669,461	\$ 2,900,000,000	\$ 0.2267	
2014	6,561,336	304,950	6,866,286	157,676	200,000	6,508,610	2,900,000,000	0.2267	0.000
2015	6,567,936	304,950	6,872,886	164,276	200,000	6,508,610	2,900,000,000	0.2267	
2016	6,570,186	304,950	6,875,136	166,526	200,000	6,508,610	2,900,000,000	0.2267	
2017	6,496,436	304,950	6,801,386	92,776	200,000	6,508,610	2,900,000,000	0.2267	
2018	6,496,711	304,950	6,801,661	93,051	200,000	6,508,610	2,900,000,000	0.2267	
2019	6,497,911	304,950	6,802,861	94,251	200,000	6,508,610	2,900,000,000	0.2267	
2020	6,491,511	304,950	6,796,461	87,851	200,000	6,508,610	2,900,000,000	0.2267	
2021	6,482,711	304,950	6,787,661	79,051	200,000	6,508,610	2,900,000,000	0.2267	
2022	6,468,199	304,950	6,773,149	64,540	200,000	6,508,609	2,900,000,000	0.2267	
2023	3,969,749	789,950	4,759,699			4,759,699	2,900,000,000	0.1658	
2024	3,986,186	789,950	4,776,136			4,776,136	2,900,000,000	0.1664	
2025	3,973,293	789,950	4,763,243			4,763,243	2,900,000,000	0.1659	
2026	3,987,136	789,950	4,777,086			4,777,086	2,900,000,000	0.1664	
2027	3,975,224	789,950	4,765,174			4,765,174	2,900,000,000	0.1660	
2028	3,983,249	789,950	4,773,199			4,773,199	2,900,000,000	0.1663	
2029	3,989,581	790,550	4,780,131			4,780,131	2,900,000,000	0.1665	
2030	3,987,494	790,350	4,777,844			4,777,844	2,900,000,000	0.1664	
2031	3,983,631	789,350	4,772,981			4,772,981	2,900,000,000	0.1662	
2032	3,973,656	792,550	4,766,206			4,766,206	2,900,000,000	0.1660	
2033	3,992,581	789,750	4,782,331			4,782,331	2,900,000,000	0.1666	
2034	3,973,656	789,675	4,763,331			4,763,331	2,900,000,000	0.1659	
2035	3,984,906	788,538	4,773,444			4,773,444	2,900,000,000	0.1663	
2036	3,971,406	791,338	4,762,744			4,762,744	2,900,000,000	0.1659	
2037	3,985,969	792,863	4,778,831			4,778,831	2,900,000,000	0.1665	
2038	2,392,000	788,113	3,180,113			3,180,113	2,900,000,000	0.1108	
2039	619,500	792,300	1,411,800			1,411,800	2,900,000,000	0.0492	
	<u>\$ 128,031,618</u>	<u>\$ 16,179,625</u>	<u>\$ 144,211,243</u>	<u>\$ 1,000,000</u>	<u>\$ 1,800,000</u>	<u>\$ 141,411,243</u>			

Marble Falls Independent School District
Board Meeting Minutes
December 10, 2012

Rick Edwards, President, called the regular meeting to order at 6:00 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Rick Edwards, Kelly Fox, Kevin Naumann, Mike Savage and Karl Westerman

Board Members Absent: Tommy Chaney and Craig Mabray were absent.

Administrators Present: Dr. Rob O'Connor, Superintendent, Allen Roberts, Wade Stanford, Janice Mauldin, John Schumacher, Eric Penrod, Bruce Peckover, Leslie Baty, Michael Pittard, Peggy Little, Kevin Wier, Mary Davidson, George Hamilton, Keith Powell, and Manuel Lunoff

Members of the Press: Adam Troxtell, *The Highlander*

Spotlight on Excellence

The Board recognized the following at the beginning of the meeting:

- Marble Falls High School Cross Country Regional Qualifiers – Sarah Stripling, Chance Daniels, Jordan Wright, Colten Hagood, James Ramos, D'Anthony Wall, Nick Cano and Cody Skipper. Jordan Wright also qualified for competition at the State level.
- Regional XIII Special Education Teacher of the Year – Stacey Cox, Colt Elementary;
- Colt Elementary students, Eliseo Avalos and Bryer Atkinson, and Highland Lakes Elementary students, Fermin Cortez and Jaelynn Franco, were recognized for their exceptional character, always exhibiting kind, caring attitudes toward their peers, and for being overall well-rounded students and role-models.

Citizen Comments

No patrons asked to be heard.

Consent Agenda

Upon a motion by Kelly Fox, second by Karl Westerman, the Board approved the following from the consent agenda:

- Minutes from previous meetings
Regular – November 12, 2012
- Financial Report as of November 2012
- Budget Amendments as recommended by David Hemond, Accounting Supervisor
- Additions, revisions, or deletions to local policies as recommended by TASB Policy Service and according to the instruction sheet for TASB Localized Policy Manual Update 95

- Revisions to local policies: BDB – Board Internal Organization/Internal Committees; DCB – Employment Practices/Term Contracts; and DEC – Compensation and Benefits/Leaves and Absences.

For: 5

Against: 0

Absent: 2

Action Item

Burnet County Appraisal District Resolution

Upon a motion by Mike Savage, second by Kelly Fox, the Board approved a resolution providing for the sale of property acquired by the Burnet Central Appraisal District at a delinquent tax sale, described as lot 254, Windermere Oaks Subdivision, to Dana Martin for the sum of \$2100.00.

For: 5

Against: 0

Absent: 2

Waiver Application

Upon a motion by Karl Westerman, second by Kelly Fox, the Board approved an application for the following waivers as approved by the District Educational Improvement Committee:

- Staff development waiver allowing for 3 days of staff training in lieu of 3 days of student instruction;
- Reading/ELA/Math, Science, and/or Social Studies staff development waiver allowing for additional staff training in a specific area in lieu of a maximum of 2 days of student instruction;
- Early Release waiver allowing for less than 7 hours of student instruction for a total of 6 days to provide additional staff development and/or to provide time to meet the needs of students and local communities.
- Modified Schedule/TAKS/EOC/STAAR testing days waiver allowing the district to modify the schedule of classes on testing days to reduce interruptions during testing periods.

Superintendent's Report

Board Continuing Education Hours

Rick Edwards announced the following regarding the status of each trustee's training hours for the current year as required by the Texas Administrative Code (19TAC §61.1):

Tier I: None of the trustees are first year board members and are not required to take Tier I training.

Tier II: All trustees have satisfied the requirements of the Tier II training.

Tier III: Tommy Chaney, Rick Edwards, Kelly Fox, Craig Mabray, Kevin Naumann, and Mike Savage have satisfied the requirements of Tier III training. Karl Westerman will be attending training in March, 2013 to complete the hours required.

Quarterly Financial Report

Wade Stanford, Director of Financial Services, reported that the total amount of interest earned for the quarter ending November 2012 was \$15,914.69 and the total cash balance was \$11,306,396.37.

January Board Meeting Date Change

Dr. O'Connor asked the Board to move the date of the January Board meeting, 1/28/13, to 1/14/13 due to a conflict with the Mid-Winter Conference which is held the last week of January. All members attending were in favor of the change.

Executive Session

At 6:44 p.m. the Board adjourned into executive session to discuss personnel matters (Gov't Code 551.074) specifically new personnel, Board/Superintendent goals and the superintendent evaluation form. The Board reconvened into open session at 8:57 p.m.

No action was taken in open session.

The Board was informed of the following employment of staff on employment agreements for the 2012-2013 school year:

Marble Falls High School
Jeffrey Savage – Science/Head Tennis Coach
Jeffrey Tufano – Science teacher
Leslie Tufano – PE/Health/Athletic Trainer

The Board was informed of the following resignations:

Highland Lakes Elementary
Marilyn Parmelee – PE teacher retiring effective 12/31/12

Marble Falls High School
Ross Murphy – Science teacher effective 01/07/13

Central Office
Jenny Christian – Coordinator of Curriculum Technology effective 11/12/12

Marble Falls Elementary
Cathy Barker – Life Skills Aide effective 12/7/12

Marble Falls Middle School
Felipa M. Santillan – Inclusion aide retiring effective 12/21/12

Adjournment:

Hearing no objection, the Board adjourned at 8:57 p.m.

Approved:

Rick Edwards, President

Craig Mabray, Secretary

Marble Falls ISD
Statement of Revenues and Expenditures - General Fund
As of December 31, 2012

33% Of Fiscal Year		CURRENT YEAR				PRIOR YEAR			
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET	
5710	LOCAL TAX REVENUES	\$ 30,984,171	\$ 9,528,399	\$ 21,455,772	30.75%	\$ 29,990,749	\$ 9,334,476	31.12%	
57XX	OTHER LOCAL REVENUES	\$ 375,500	\$ 258,431	\$ 117,069	68.82%	\$ 412,100	\$ 116,702	28.32%	
58XX	STATE PROG. REVENUES	\$ 5,006,153	\$ 3,791,540	\$ 1,214,613	75.74%	\$ 7,640,504	\$ 4,088,007	53.50%	
5900	FEDERAL REVENUE	\$ 410,000	\$ 363,493	\$ 46,507	88.66%	\$ 210,000	\$ 406,543	193.59%	
	TOTAL REVENUE	\$ 36,775,824	\$ 13,941,863	\$ 22,833,961	37.91%	\$ 38,253,353	\$ 13,945,728	36.46%	
EXPENDITURES									
11	INSTRUCTION	\$ 17,437,739	\$ 5,707,721	\$ 11,730,018	32.73%	\$ 18,265,525	\$ 5,732,958	31.39%	
12	LIBRARY	\$ 486,009	\$ 147,712	\$ 338,297	30.39%	\$ 481,185	\$ 172,372	35.82%	
13	STAFF DEVELOPMENT	\$ 253,504	\$ 67,012	\$ 186,492	26.43%	\$ 157,828	\$ 47,245	29.93%	
21	INST ADMINISTRATION	\$ 662,417	\$ 218,240	\$ 444,177	32.95%	\$ 594,595	\$ 202,099	33.99%	
23	SCHOOL ADMINISTRATION	\$ 2,053,046	\$ 675,518	\$ 1,377,529	32.90%	\$ 2,171,416	\$ 722,284	33.26%	
31	GUID AND COUNSELING	\$ 1,056,873	\$ 371,021	\$ 685,852	35.11%	\$ 1,104,464	\$ 371,516	33.64%	
33	HEALTH SERVICES	\$ 361,535	\$ 118,283	\$ 243,252	32.72%	\$ 391,701	\$ 125,720	32.10%	
34	PUPIL TRANSP - REGULAR	\$ 1,755,292	\$ 561,981	\$ 1,193,311	32.02%	\$ 1,222,029	\$ 635,950	52.04%	
36	CO-CURRICULAR ACT	\$ 1,382,064	\$ 491,454	\$ 890,610	35.56%	\$ 1,332,452	\$ 525,838	39.46%	
41	GEN ADMINISTRATION	\$ 1,281,989	\$ 386,087	\$ 895,903	30.12%	\$ 1,141,880	\$ 434,184	38.02%	
51	PLANT MAINT & OPERATION	\$ 3,902,564	\$ 1,394,958	\$ 2,507,606	35.74%	\$ 4,199,618	\$ 1,476,458	35.16%	
52	SECURITY & MONITORING	\$ 77,119	\$ 3,789	\$ 73,330	4.91%	\$ 83,082	\$ 12,338	14.85%	
53	DATA PROCESSING	\$ 957,957	\$ 314,307	\$ 643,650	32.81%	\$ 857,053	\$ 365,625	42.66%	
61	COMMUNITY SERVICES	\$ 52,790	\$ 24,739	\$ 28,051	46.86%	\$ 53,341	\$ 14,896	27.93%	
81	FACILITIES ACQ & CONST	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
91	STUDENT ATTENDANCE CR	\$ 4,418,176	\$ -	\$ 4,418,176	0.00%	\$ 5,567,564	\$ -	0.00%	
99	PURCHASES & CONT SRVS	\$ 686,614	\$ 321,272	\$ 365,342	46.79%	\$ 667,570	\$ 342,103	51.25%	
	TOTAL EXPENDITURES	\$ 36,825,688	\$ 10,804,093	\$ 26,021,596	29.34%	\$ 38,291,303	\$ 11,181,586	29.20%	
7000	Other Sources		\$ -			Other Sources	\$ -		
8000	Other Uses		\$ -			Other Uses	\$ -		
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 3,137,770		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2011-12		\$ 2,764,142			
3000	BEG FUND BAL 09/01/12	\$ 7,879,450	Unaudited						
3000	END FUND BAL 10/31/12	\$ 11,017,220	Unaudited						

Marble Falls ISD
Statement of Revenues and Expenditures - Food Service
As of December 31, 2012

33% Of Fiscal Year		CURRENT YEAR				PRIOR YEAR			
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET	
57XX	Local & Intermed Revenues	\$ 606,453	\$ 234,531	\$ 371,921	38.67%	\$ 902,562	\$ 241,502	26.76%	
58XX	State Program Revenues	\$ 12,110	\$ -	\$ 12,110	0.00%	\$ 12,110	\$ -	0.00%	
59xx	Federal Program Revenues	\$ 1,452,229	\$ 519,587	\$ 932,642	35.78%	\$ 1,457,334	\$ 518,104	35.55%	
	TOTAL REVENUE	\$ 2,070,792	\$ 754,118	\$ 1,316,673	36.42%	\$ 2,372,006	\$ 759,606	32.02%	
EXPENDITURES									
61	PAYROLL COST	\$ 742,647	\$ 258,266	\$ 484,381	34.78%	\$ 1,261,933	\$ 250,283	19.83%	
62	PURCHASE & CONTRACTED	\$ 19,644	\$ 10,537	\$ 9,107	53.64%	\$ 15,221	\$ 8,982	59.01%	
63	SUPPLIES AND MATERIALS	\$ 980,348	\$ 400,166	\$ 580,181	40.82%	\$ 1,052,302	\$ 913,871	86.84%	
64	OTHER OPERATING EXP	\$ 9,850	\$ 2,992	\$ 6,858	30.37%	\$ 10,225	\$ 2,112	20.66%	
66	CPTL OUTLAY	\$ 25,000	\$ -	\$ 25,000	0.00%	\$ 32,325	\$ 4,820	14.91%	
	TOTAL EXPENDITURES	\$ 1,777,489	\$ 671,961	\$ 1,105,528	37.80%	\$ 2,372,006	\$ 1,180,068	49.75%	
7000	Other Sources		\$ -			\$ -			
8000	Other Uses		\$ -			\$ -			
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 82,157		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2011-12		\$ (420,462)			
3000	BEG FUND BAL 09/01/12	\$ 497,135	Unaudited						
3000	END FUND BAL 10/31/12	\$ 579,292	Unaudited						

Marble Falls Independent School District

Financial Report

January 14, 2013

Check Payment Fund Summary

Expenditure to Budget Report

Check Payment Fund Summary

For Bills Paid

December 1 – December 31, 2012

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
199	GENERAL FUND	46,955.58	0.00	484,357.97	531,313.55
211	TITLE I PART A, BASIC PROGRAMS	3,670.94	0.00	0.00	3,670.94
224	IDEA PART B FORMULA	2,354.81	0.00	15,399.99	17,754.80
225	IDEA PART B PRESCHOOL	98.88	0.00	0.00	98.88
240	FOOD SERVICE	2,863.75	0.00	89,703.17	92,566.92
255	TITLE II PART A TCHR & PRINCPL	683.37	0.00	700.00	1,383.37
263	TITLE III - BILINGUAL	212.23	0.00	41.41	253.64
270	TITLE VI, PART B	427.99	0.00	0.00	427.99
276	Texas Title I Priority Schools	6,430.40	0.00	61,791.23	68,221.63
863	PAYROLL CLEARING	734,251.10	0.00	0.00	734,251.10
***	Fund Summary Totals ***	797,949.05	0.00	651,993.77	1,449,942.82

***** End of report *****

Expenditure to Budget Report

January 14, 2013

General Operating Fund

&

Food Service Fund

Obj	Obj	2012-13 ESTIMATED REVENUE	December 2012-13 MTHLY ACTIVITY	2012-13 Activity	REVENUE BALANCE	PERCENT REALIZED	2012-13 YTD %
199	GENERAL FUND						
5700	REVENUE-LOCAL & INTERMED						
	571- LOCAL REAL-PROPERTY TAXES	30,984,171.00	7,417,322.53	9,528,398.86	21,455,772.14	30.75	30.75
	573- TUITION & FEES FROM PATRONS	50,000.00	2,665.00	22,788.00	27,212.00	45.58	45.58
	574- TRANS FROM WITHIN STATE	190,000.00	16,438.79	141,800.19	48,199.81	74.63	74.63
	575- ENTERPRISING ACTIVITIES	135,500.00	23,135.03	93,842.85	41,657.15	69.26	69.26
	57-- REVENUE-LOCAL & INTERMED	31,359,671.00	7,459,561.35	9,786,829.90	21,572,841.10	31.21	31.21
5800	STATE PROGRAM REVENUES						
	581- PER CAPITA-FOUNDATION REV	3,763,236.00	342,175.00	3,370,738.00	392,498.00	89.57	89.57
	582- STATE REVENUE DISTRBD BY TEA	5,000.00	0.00	1,200.00	3,800.00	24.00	24.00
	583- TRS ON BEHALF BENEFIT	1,237,917.00	104,215.67	419,602.05	818,314.95	33.90	33.90
	58-- STATE PROGRAM REVENUES	5,006,153.00	446,390.67	3,791,540.05	1,214,612.95	75.74	75.74
5900	FEDERAL PROGRAM REVENUES						
19	591- FEDERALLY DIST REVENUES	40,000.00	561.05	53,913.81	-13,913.81	134.78	134.78
	592-	20,000.00	0.00	0.00	20,000.00	0.00	0.00
	593- VOC ED NON FOUNDATION	350,000.00	0.00	309,579.34	40,420.66	100.31	88.45
	59-- FEDERAL PROGRAM REVENUES	410,000.00	561.05	363,493.15	46,506.85	98.78	88.66
	---- GENERAL FUND	36,775,824.00	7,906,513.07	13,941,863.10	22,833,960.90	38.02	37.91

Obj	Obj	2012-13 ESTIMATED REVENUE	December 2012-13 MTHLY ACTIVITY	2012-13 Activity	REVENUE BALANCE	PERCENT REALIZED	2012-13 YTD %
240	FOOD SERVICE						
5700	REVENUE-LOCAL & INTERMED						
	574- TRANS FROM WITHIN STATE	1,969.00	150.35	927.34	1,041.66	47.10	47.10
	575- ENTERPRISING ACTIVITIES	604,483.84	35,774.97	233,604.04	370,879.80	38.65	38.65
	57-- REVENUE-LOCAL & INTERMED	606,452.84	35,925.32	234,531.38	371,921.46	38.67	38.67
5800	STATE PROGRAM REVENUES						
	582- STATE REVENUE DISTRBTD BY TEA	12,110.00	0.00	0.00	12,110.00	0.00	0.00
	58-- STATE PROGRAM REVENUES	12,110.00	0.00	0.00	12,110.00	0.00	0.00
5900	FEDERAL PROGRAM REVENUES						
	592-	1,452,229.12	130,865.43	519,587.09	932,642.03	35.78	35.78
	59-- FEDERAL PROGRAM REVENUES	1,452,229.12	130,865.43	519,587.09	932,642.03	35.78	35.78
	---- FOOD SERVICE	2,070,791.96	166,790.75	754,118.47	1,316,673.49	36.42	36.42

17

Number of Accounts: 47

***** End of report *****

	Obj	Obj	2012-13 ESTIMATED REVENUE	December 2012-13 MTHLY ACTIVITY	2012-13 Activity	REVENUE BALANCE	2012-13 YTD %
199		GENERAL FUND					
	5---	REVENUE	36,775,824.00	7,906,513.07	13,941,863.10	22,833,960.90	37.91
	----	GENERAL FUND	36,775,824.00	7,906,513.07	13,941,863.10	22,833,960.90	37.91
240		FOOD SERVICE					
	5---	REVENUE	2,070,791.96	166,790.75	754,118.47	1,316,673.49	36.42
	----	FOOD SERVICE	2,070,791.96	166,790.75	754,118.47	1,316,673.49	36.42

Number of Accounts: 47

***** End of report *****

199	Obj	Obj	2012-13	ENCUMBRANCE	2012-13	December 2012-13	2012-13
			BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE
		GENERAL FUND					
11		INSTRUCTION					
	61--	PAYROLL COSTS	16,563,961.81	0.00	5,467,402.46	1,376,877.72	11,096,559.35 33.01
	62--	PURCHASE & CONTRACTED SVS	314,706.49	59,015.40	157,020.14	38,185.95	98,670.95 49.89
	63--	SUPPLIES AND MATERIALS	524,801.20	26,618.27	75,907.89	9,177.69	422,275.04 14.46
	64--	OTHER OPERATING EXPENSES	34,269.50	1,570.00	7,390.83	983.40	25,308.67 21.57
	----	INSTRUCTION	17,437,739.00	87,203.67	5,707,721.32	1,425,224.76	11,642,814.01 32.73
12		INST. RESOURCES & MEDIA SVCS					
	61--	PAYROLL COSTS	387,702.49	0.00	124,797.14	32,828.75	262,905.35 32.19
	62--	PURCHASE & CONTRACTED SVS	17,768.00	35.83	867.19	0.00	16,864.98 4.88
	63--	SUPPLIES AND MATERIALS	73,959.00	13,533.72	20,297.93	3,289.83	40,127.35 27.44
	64--	OTHER OPERATING EXPENSES	6,580.00	202.60	1,750.00	0.00	4,627.40 26.60
	----	INST. RESOURCES & MEDIA S	486,009.49	13,772.15	147,712.26	36,118.58	324,525.08 30.39
13		CURRICULUM DEV & INST STFF DEV					
19							
	61--	PAYROLL COSTS	181,239.86	0.00	54,740.01	9,776.41	126,499.85 30.20
	62--	PURCHASE & CONTRACTED SVS	32,190.00	2,474.00	3,900.00	0.00	25,816.00 12.12
	63--	SUPPLIES AND MATERIALS	5,315.00	315.00	443.93	0.00	4,556.07 8.35
	64--	OTHER OPERATING EXPENSES	34,759.00	3,495.65	7,927.91	1,038.10	23,335.44 22.81
	----	CURRICULUM DEV & INST STF	253,503.86	6,284.65	67,011.85	10,814.51	180,207.36 26.43
21		INSTRUCTIONAL LEADERSHIP					
	61--	PAYROLL COSTS	627,536.71	0.00	206,841.29	51,493.48	420,695.42 32.96
	62--	PURCHASE & CONTRACTED SVS	6,480.00	1,791.72	1,462.28	157.68	3,226.00 22.57
	63--	SUPPLIES AND MATERIALS	20,700.00	875.80	7,039.99	416.12	12,784.21 34.01
	64--	OTHER OPERATING EXPENSES	7,700.00	299.30	2,896.25	338.16	4,504.45 37.61
	----	INSTRUCTIONAL LEADERSHIP	662,416.71	2,966.82	218,239.81	52,405.44	441,210.08 32.95

Obj	Obj	2012-13	ENCUMBRANCE	2012-13	December 2012-13	2012-13	
		BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD %
199	GENERAL FUND						
23	SCHOOL LEADERSHIP						
61--	PAYROLL COSTS	1,953,482.98	0.00	653,659.69	164,243.22	1,299,823.29	33.46
62--	PURCHASE & CONTRACTED SVS	23,794.00	11,790.92	6,620.08	2,078.71	5,383.00	27.82
63--	SUPPLIES AND MATERIALS	59,188.00	2,678.76	9,563.74	2,920.80	46,945.50	16.16
64--	OTHER OPERATING EXPENSES	16,581.50	729.18	5,674.24	1,905.00	10,178.08	34.22
----	SCHOOL LEADERSHIP	2,053,046.48	15,198.86	675,517.75	171,147.73	1,362,329.87	32.90
31	GUIDANCE & COUNSELING						
61--	PAYROLL COSTS	1,011,242.01	0.00	360,700.59	90,470.09	650,541.42	35.67
62--	PURCHASE & CONTRACTED SVS	14,235.00	2,086.00	959.50	0.00	11,189.50	6.74
63--	SUPPLIES AND MATERIALS	21,750.00	372.51	5,062.39	482.39	16,315.10	23.28
64--	OTHER OPERATING EXPENSES	9,646.00	1,079.32	4,298.45	438.64	4,268.23	44.56
----	GUIDANCE & COUNSELING	1,056,873.01	3,537.83	371,020.93	91,391.12	682,314.25	35.11
33	HEALTH SERVICES						
61--	PAYROLL COSTS	352,595.77	0.00	117,418.31	29,357.87	235,177.46	33.30
62--	PURCHASE & CONTRACTED SVS	348.00	0.00	0.00	0.00	348.00	0.00
63--	SUPPLIES AND MATERIALS	7,930.00	574.26	864.28	4.74	6,491.46	10.90
64--	OTHER OPERATING EXPENSES	661.00	0.00	0.00	0.00	661.00	0.00
----	HEALTH SERVICES	361,534.77	574.26	118,282.59	29,362.61	242,677.92	32.72
34	PUPIL TRANSPORTATION						
61--	PAYROLL COSTS	1,355,557.34	0.00	414,015.46	99,219.79	941,541.88	30.54
62--	PURCHASE & CONTRACTED SVS	22,600.00	8,591.13	11,367.40	1,277.88	2,641.47	50.30
63--	SUPPLIES AND MATERIALS	463,950.00	65,937.22	142,544.28	29,987.16	255,468.50	30.72
64--	OTHER OPERATING EXPENSES	-86,815.50	609.25	-5,946.58	-6,621.18	-81,478.17	6.85
----	PUPIL TRANSPORTATION	1,755,291.84	75,137.60	561,980.56	123,863.65	1,118,173.68	32.02

20

Obj	Obj	2012-13	ENCUMBRANCE	2012-13	December 2012-13	2012-13	
		BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD %
199	GENERAL FUND						
36	COCURR./EXTRACURR.ACTIVITIES						
61--	PAYROLL COSTS	748,851.96	0.00	271,238.96	77,738.78	477,613.00	36.22
62--	PURCHASE & CONTRACTED SVS	139,100.00	32,244.74	58,229.67	26,100.40	48,625.59	41.86
63--	SUPPLIES AND MATERIALS	194,677.50	19,695.68	48,139.02	6,416.78	126,842.80	24.73
64--	OTHER OPERATING EXPENSES	299,435.00	7,177.98	113,846.74	11,619.21	178,410.28	38.02
----	COCURR./EXTRACURR.ACTIVIT	1,382,064.46	59,118.40	491,454.39	121,875.17	831,491.67	35.56
41	GENERAL ADMINISTRATION						
61--	PAYROLL COSTS	1,041,504.34	0.00	319,255.13	79,207.78	722,249.21	30.65
62--	PURCHASE & CONTRACTED SVS	118,693.00	51,221.12	14,153.54	4,814.81	53,318.34	11.92
63--	SUPPLIES AND MATERIALS	33,876.00	1,265.70	6,874.56	1,100.79	25,735.74	20.29
64--	OTHER OPERATING EXPENSES	87,916.00	6,349.47	45,803.38	2,309.35	35,763.15	52.10
----	GENERAL ADMINISTRATION	1,281,989.34	58,836.29	386,086.61	87,432.73	837,066.44	30.12
51	PLANT MAINTENANCE & OPERATIONS						
61--	PAYROLL COSTS	1,866,149.56	0.00	656,314.99	158,238.64	1,209,834.57	35.17
62--	PURCHASE & CONTRACTED SVS	1,384,700.00	80,919.54	383,676.27	102,924.76	920,104.19	27.71
63--	SUPPLIES AND MATERIALS	405,939.00	53,688.31	148,191.49	46,728.31	204,059.20	36.51
64--	OTHER OPERATING EXPENSES	185,775.00	957.50	161,507.50	70.00	23,310.00	86.94
66--	CPTL OUTLY LAND BLDG & EQ	60,000.00	6,301.13	45,267.76	15,764.70	8,431.11	75.45
----	PLANT MAINTENANCE & OPERA	3,902,563.56	141,866.48	1,394,958.01	323,726.41	2,365,739.07	35.74
52	SECURITY & MONITORING SERVICES						
61--	PAYROLL COSTS	15,518.90	0.00	0.00	0.00	15,518.90	0.00
62--	PURCHASE & CONTRACTED SVS	56,900.00	0.00	0.00	0.00	56,900.00	0.00
63--	SUPPLIES AND MATERIALS	4,700.00	0.00	3,789.26	0.00	910.74	80.62
----	SECURITY & MONITORING SER	77,118.90	0.00	3,789.26	0.00	73,329.64	4.91

21

	Obj	Obj	2012-13	ENCUMBRANCE	2012-13	December 2012-13	2012-13
			BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE
199		GENERAL FUND					
53		DATA PROCESSING SERVICES					
	61--	PAYROLL COSTS	407,942.17	0.00	136,664.85	32,931.90	271,277.32 33.50
	62--	PURCHASE & CONTRACTED SVS	252,400.00	60,959.85	137,820.44	10,975.50	53,619.71 54.60
	63--	SUPPLIES AND MATERIALS	252,115.00	183,771.67	39,205.11	3,191.76	29,138.22 15.55
	64--	OTHER OPERATING EXPENSES	10,500.00	445.94	616.56	0.00	9,437.50 5.87
	66--	CPTL OUTLY LAND BLDG & EQ	35,000.00	17,050.00	0.00	0.00	17,950.00 0.00
	----	DATA PROCESSING SERVICES	957,957.17	262,227.46	314,306.96	47,099.16	381,422.75 32.81
61		COMMUNITY SERVICES					
	61--	PAYROLL COSTS	39,789.71	0.00	19,738.87	5,861.27	20,050.84 49.61
	62--	PURCHASE & CONTRACTED SVS	13,000.00	4,500.00	5,000.00	1,500.00	3,500.00 38.46
	----	COMMUNITY SERVICES	52,789.71	4,500.00	24,738.87	7,361.27	23,550.84 46.86
91		INTERGOVERNMENTAL CHARGES					
22	62--	PURCHASE & CONTRACTED SVS	4,418,176.00	0.00	0.00	0.00	4,418,176.00 0.00
	----	INTERGOVERNMENTAL CHARGES	4,418,176.00	0.00	0.00	0.00	4,418,176.00 0.00
99		OTHR INTERGOVERNMENTAL CHARGES					
	62--	PURCHASE & CONTRACTED SVS	686,614.00	0.00	321,271.54	164,459.10	365,342.46 46.79
	----	OTHR INTERGOVERNMENTAL CH	686,614.00	0.00	321,271.54	164,459.10	365,342.46 46.79
	----	GENERAL FUND	36,825,688.30	731,224.47	10,804,092.71	2,692,282.24	25,290,371.12 29.34

Obj	Obj	2012-13 BUDGET	ENCUMBRANCE YTD	2012-13 EXPENDITURES	December 2012-13 ACTIVITY	BALANCE	2012-13 YTD %
240	FOOD SERVICE						
35	FOOD SERVICES						
61--	PAYROLL COSTS	742,646.93	0.00	258,265.88	64,865.52	484,381.05	34.78
62--	PURCHASE & CONTRACTED SVS	19,644.00	6,633.93	10,537.09	1,193.53	2,472.98	53.64
63--	SUPPLIES AND MATERIALS	980,347.69	438,992.19	400,166.34	88,113.72	141,189.16	40.82
64--	OTHER OPERATING EXPENSES	9,850.00	0.00	2,991.75	395.92	6,858.25	30.37
66--	CPTL OUTLY LAND BLDG & EQ	25,000.00	0.00	0.00	0.00	25,000.00	0.00
----	FOOD SERVICES	1,777,488.62	445,626.12	671,961.06	154,568.69	659,901.44	37.80
----	FOOD SERVICE	1,777,488.62	445,626.12	671,961.06	154,568.69	659,901.44	37.80

Number of Accounts: 2024

***** End of report *****

	Obj	Obj	2012-13 BUDGET	ENCUMBRANCE YTD	2012-13 EXPENDITURES	December 2012-13 ACTIVITY	BALANCE	2012-13 YTD %
199		GENERAL FUND						
	6---	EXPENDITURES	36,825,688.30	731,224.47	10,804,092.71	2,692,282.24	25,290,371.12	29.34
	----	GENERAL FUND	36,825,688.30	731,224.47	10,804,092.71	2,692,282.24	25,290,371.12	29.34
240		FOOD SERVICE						
	6---	EXPENDITURES	1,777,488.62	445,626.12	671,961.06	154,568.69	659,901.44	37.80
	----	FOOD SERVICE	1,777,488.62	445,626.12	671,961.06	154,568.69	659,901.44	37.80

Number of Accounts: 2024

***** End of report *****



Marble Falls
Independent
School District

INTEROFFICE MEMORANDUM

Date: January 8, 2013

To: Board of Trustees and Dr. O'Connor

From: David Hemond, Accounting Supervisor

Subject: Consider Approval of Budget Amendments

Budget amendments included for approval (copies follow):

- 12-00017 Increase budget for travel expenses - \$10
- 12-00021 Increase budget for reading materials - \$650
- 12-00022 Increase budget for science workshop - \$225
- 12-00026 Increase budget for principals midwinter conference - \$976

MARBLE FALLS ISD
BUDGET AMENDMENT

RECEIVED
NOV 30 2012

Batch #:	12-00017	Reason for amendment:	Transfer funds for travel expenses
Fiscal Year:	2012-2013	Account Description	
EXPENDITURES			
1	199-11-6399-00-041-0-11-0-00		
2	199-13-6411-00-041-0-99-C-20		\$10.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
REVENUE			
21			
22			
23			
24			
Totals			10.00
Board Approval Required			10.00
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Prepared by: Susan Beck	Date: 11/29/12	Approved by: <i>[Signature]</i>	Date: 11/29/2012
Reviewed by: <i>[Signature]</i>	Date: 11-30-12	Entered by: <i>[Signature]</i>	Date: 11-30-12

RECEIVED
DEC 06 2012

**MARBLE FALLS ISD
 BUDGET AMENDMENT**

Batch #: 12-00021		Reason for amendment: TO COVER COST OF BOOKS	
Fiscal Year: 2012-2013			
Account Number	Account Description	Debit	Credit
EXPENDITURES			
1 199 13 6411 00 101 099 000	EMPLOYEE TRAVEL		650.00
2 199 12 6329 00 101 099 000	READING MATERIALS	650.00	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
REVENUE			
21			
22			
23			
24			
Totals		650.00	650.00

Board Approval Required
 Yes No

Becky Fields
 Date: 12/05/12

Approved by: *Becky Fields*
 Date:

Reviewed by: *pmc*
 Date: 12-06-12

Entered by:
 Date:

MARBLE FALLS ISD
BUDGET AMENDMENT

DEC 13 2012

Batch #: 12-00022
Reason for amendment: To cover science workshop exp

Fiscal Year: 2012-2013

Account Number	Account Description	Debit		Credit	
		Increase	Decrease	Increase	Decrease
EXPENDITURES					
1	199-11-6399-00-41-0-11-S-00				\$225.00
2	199-13-6411-00-41-0-99-S-00	\$225.00			
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
REVENUE					
21					
22					
23					
24					
Totals		225.00			225.00

Board Approval Required Yes No

Prepared by: Susan Beck
Date: 12/13/12

Approved by: *[Signature]*
Date: 12-13-12

Reviewed by: *[Signature]*
Date: 12-13-12

Entered by:
Date:
Revised 8/01/05

**MARBLE FALLS ISD
BUDGET AMENDMENT**

JAN 07 2013

Batch #: 12-00026
Fiscal Year: 2012-2013

Reason for amendment: to move money from function 13 to function 23 to send campus principals to TASA Midwinter Conf; pd out of Academic Programs department professional development travel funds

D.Y.

Account Number	Account Description	Debit		Credit	
		Increase	Decrease	Increase	Decrease
EXPENDITURES					
1 199-13-6411.00-999-099000	Acad. Programs Dept: Professional Development Travel for Teachers				976.00
2 199-23-6411.00-999-099000	Acad. Programs Dept.: Professional Development Travel for Campus Princ.	976.00			
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
REVENUE					
21					
22					
23					
24					
Totals		976.00			976.00

Prepared by: C. Dowell
Date: 01/07/13

Approved by: *[Signature]*
Date: 1/7/12013

Reviewed by: 01-08-13
Date: *[Signature]*

Board Approval Required
 Yes No

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE BURNET COUNTY ELECTIONS ADMINISTRATOR
AND
THE MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
FOR THE MAY 11, 2013 GENERAL / SPECIAL ELECTION

THIS CONTRACT is made and entered into by and between Barbara Agnew, the Burnet County, Texas Elections Administrator, hereinafter referred to as "Contracting Officer," and the Local Political Subdivision, the Marble Falls Independent School District, hereinafter referred to as "the LPS," pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination and supervision of the LPS's May 11, 2013 General/Special Election ("the election").

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Selection of Presiding Judges, Alternate Judges, and Election Clerks.*

1. The Contracting Officer shall appoint presiding election judges and alternate judges at its Election Day polling locations, all of which will be qualified voters of such precincts or consolidated precincts. The Contracting Officer shall appoint a presiding judge, an alternate judge and clerks of the central counting station on Election Day. The Contracting Officer shall appoint a presiding judge and clerks for the Early Voting Ballot Board (EVBB). By signing this contract, the LPS hereby approves such selections. The Contracting Officer shall notify the election workers of their selection and shall provide the names and addresses of those selected to the LPS.

2. The Contracting Officer shall provide each presiding judge the names of registered voters in the territory of the LPS who are willing to serve as election clerks at the Election Day polling location from which the presiding judge shall make his or her clerk appointments. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that such presiding judge appoints a bilingual election clerk.

B. *Election Training.* The Contracting Officer shall be responsible for conducting one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and provisional voting.

C. Department of Justice Preclearance. The Contracting Officer shall submit any required preclearance documents for the election to the United States Department of Justice under the Federal Voting Rights Act of 1965.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor and other members she designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

E. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to each presiding judge for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election and early voting kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); seals; sample ballots; thermal paper rolls for use in the Judge's Booth Controllers (JBCs); batteries for use in the JBCs and eSlates; and all consumable-type office supplies necessary to hold an election. The Contracting Officer may purchase additional or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

F. Registered Voter List. The Contracting Officer shall provide lists of registered voters in the LPS territory required for use on Election Day and for the Early Voting period.

G. Election Equipment.

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system and the mail ballot system purchased by Burnet County from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). The Early Voting locations and the Election Day polling locations will have at least one voting machine that is accessible to disabled voters. The Contracting Officer or designee shall prepare the JBCs and eSlates for Early Voting and for Election Day.

2. The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the English and Spanish translation of the offices and any propositions.

H. Early Voting.

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. The Contracting Officer shall conduct Early Voting at the Burnet Courthouse as the main location and is also authorized to conduct Early Voting at the Marble Falls Courthouse Annex. The Contracting Officer shall have at least 3 temporary deputies to work each day at each Early Voting location. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit A.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the Records Building, located behind the Burnet County Courthouse Annex, 1701 E. Polk St., Burnet, TX 78611.

I. **Election Day Polling Locations.** The Election Day polling locations are set forth in Exhibit B. The Contracting Officer shall arrange for the use of the Election Day polling places and shall arrange for the setting up of the polling locations.

J. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall do Election Night intake preparation and intake of election equipment and records starting at 6:00 pm on Election Day.

3. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as central counting station manager and Elections Assistant Karen Peraino shall serve as tabulation supervisor. By signing this contract, the LPS hereby approves such appointments.

K. **Election Night Reports.** The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day.

L. **Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer will reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

M. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the Early Voting Ballot Board to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

N. **Custodian of Election Records.** The election records will be submitted to the LPS secretary, except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

O. Recount.

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the estimate set forth in Exhibit C.

P. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies, except where such services and supplies will be procured by the LPS as provided in this contract. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to her by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following tasks, which are not the responsibility of the Contracting Officer:

A. Applications for Mail Ballots. The LPS shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notice, and Canvass. The LPS shall prepare the election order, resolutions, and official canvass. The LPS shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.003(b) of the Texas Election Code in the proper location(s). The LPS is responsible for ensuring that all necessary documents are in both English and Spanish.

C. Map. The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format.

D. Ballot Information. By March 8, 2013 or sooner, the LPS shall provide the Contracting Officer with the office names, including place designations, the names of the candidates as the names are to appear on the ballot as well as the order in which they are to appear, any propositions on the ballot, and the English and Spanish translations of propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

E. Precinct Reports to the Texas Secretary of State. Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the LPS that there will be from three to six election workers at each Election Day polling location. The workers will consist of the presiding judge, alternate judge, and at least one election clerk appointed by the presiding judge. The number of clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. Number of Early Voting Ballot Board Members. It is agreed by the Contracting Officer and the LPS that the EVBB shall consist of at least three members and no more than six.

C. Compensation for Election Workers. The Contracting Officer and the LPS agree that election workers will be compensated as follows:

- Presiding judges and alternate judges
(including members of the EVBB and the central counting station): \$9.00/hr
- Election clerks: \$8.00/hr
- Early Voting deputies: \$8.00/hr

Election workers will be paid for the time spent setting up the polling location and closing the polling location each evening, but not to exceed one hour before and one hour after the polling location is open for voting. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location, unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

D. Delivery Fee.

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) shall bring the eSlates, JBC, completed paperwork, and all unused supplies back to the Records Building after the polls close on Election Night. The presiding judge or judge's designee shall be paid mileage for this delivery at the current mileage rate paid by Burnet County (\$.555/mile) between the polling location and the Records Building, but not to exceed a total of \$12.50. The eSlates, JBC, and election supplies shall be delivered to the polling location either by a member of the Contracting Officer's staff or picked up by the presiding judge or judge's designee at the Records Building before the election. The presiding judge or judge's designee shall be paid mileage for this pickup at the current mileage rate paid by Burnet County (\$.555/mile) between the polling location and the Records Building, but not to exceed a total of \$12.50. The delivery fee shall be paid along with the compensation.

2. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location, unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers the delivery fee directly.

IV. SPECIAL PROVISIONS RELATING TO JOINT ELECTIONS

A. The parties acknowledge that the following local political subdivisions may be holding elections at the same time, unless one or more such local political subdivisions cancels its or their election(s) in accordance with Section 2.053 of the Texas Election Code, and may enter into a contract for election services with the Contracting Officer:

- The Central Texas Groundwater Conservation District
- The Marble Falls Independent School District
- The Burnet Consolidated Independent School District

The City of Bertram
The City of Burnet
The City of Meadowlakes
The City of Cottonwood Shores
The City of Granite Shoals
The City of Highland Haven
The City of Horseshoe Bay
The City of Marble Falls

Various municipal utility districts and water districts located wholly or partially within Burnet County.

B. The LPS does hereby agree to hold a joint election under Section 271.002 of the Texas Election Code with other local political subdivisions in Burnet County and to enter a Joint Election Agreement with them as set forth in Exhibit D.

C. The parties also acknowledge, and the LPS does hereby give its consent, that other local political subdivisions in Burnet County with which it does not share territory may have candidates and/or propositions appearing on the same ballot with those of the LPS. The parties also acknowledge, and the LPS does hereby give its consent, that other local political subdivisions in Burnet County with which it does not share territory may use one or more of the same Early Voting locations and the services of the Early Voting deputies there and one or more of the same Election Day polling locations and the services of the election workers there. The Contracting Officer shall charge each party according to the Joint Election Agreement.

V. PAYMENT

A. *Compensation.* Within 60 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for actual expenses directly attributable to the scope of work of the election, including the following:

- ballot programming and printing costs
- wages of the precinct judges and clerks, the early voting deputies, the EVBB, the central count station judges and clerks, and the Logic and Accuracy Testing Board members (other than the Contracting Officer and assistants)
- a “per election” user fee of \$150 for each regular eSlate, accessible eSlate, and JBC placed in service at each Election Day polling location
- supply costs
- newspaper notice publication expenses for logic and accuracy testing
- pickup and delivery of supplies by judges.

Costs for which reimbursement is sought shall be supported by appropriate documentation.

A cost estimate for election expenses is set forth in Exhibit C. The estimate assumes no cost sharing with other local political subdivisions. The parties agree that this is an estimate only and the LPS is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed by the LPS.

B. Administrative Fee. In accordance with Section 31.100(d), the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$75.00).

C. Cost Sharing.

1. If the Contracting Officer contracts with more than one local political subdivision to conduct an election on the same Election Day, the LPS agrees to share with the other local political subdivision(s) the expenses of personnel and equipment associated with shared Early Voting locations, shared Election Day polling places, common publication of the notice for the logic and accuracy testing, the cost of the EVBB and central counting station presiding and alternate judges and clerks, and any other common election costs that are shared by all the entities contracting with the Contracting Officer.

2. Cost sharing will be in accordance with the Joint Election Agreement attached hereto and made a part of this contract as Exhibit D.

D. Payment. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

VI. GENERAL PROVISIONS

A. Nontransferable Functions. Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. Cancellation of Election. If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee within 60 days after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.

C. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Burnet County, Texas and the County Auditor of Burnet County, Texas.

D. **Representatives.** For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

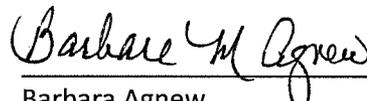
For the Contracting Officer:

Barbara Agnew
Elections Administrator, Burnet County
220 S. Pierce
Burnet, TX 78611
Tel: (512) 715-5288
(512) 755-5495 (cell)
Fax: (512) 715-5287
Email: electadmin@burnetcountytexas.org

For the LPS:

Allen Roberts
Assistant Superintendent
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, TX 78654
(830) 693-4357
Email: aroberts@mfisd.txed.net

WITNESS BY MY HAND THIS THE 10th DAY OF December, 2012.



Barbara Agnew
Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2013.

Name: _____
Title: _____
Duly Authorized to Sign this Contract on
Behalf of the Marble Falls Independent School
District

ATTEST: _____

Exhibit A

**May 11, 2013 Local Elections
Early Voting Locations and Hours**

Polling Place		Address		City		
Burnet County Courthouse		220 S. Pierce		Burnet, TX 78611		
Marble Falls Courthouse Annex		810 Steve Hawkins Pkwy.		Marble Falls, TX 78654		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>
	8am-5pm	8am-5pm	8am-5pm	7am-7pm	8am-5pm	
<i>May 5</i>	<i>May 6</i>	<i>May 7</i>	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i>
	7am-7pm	8am-5pm				Election Day Polls Open 7am-7pm

Exhibit B

Election Day Polling Locations

**Marble Falls Independent School District
May 11, 2013 General/ Special Election(s)**

Precincts	Location	Address	City
Burnet County 6 Travis County 370 and 371	Smithwick Community Center	10800 E. FM 1431	Marble Falls, TX 78654
9	Highland Haven Community Center	118 Blackbird Dr.	Highland Haven, TX 78654
3 and 18	Granite Shoals Fire Station	8410 RR 1431	Granite Shoals, TX 78654
19 and 20	Marble Falls County South Annex	810 Steve Hawkins Pkwy.	Marble Falls, TX 78654
Burnet County 4 Travis County 308	Spicewood Community Center	7901 CR 404	Spicewood, TX 78669

Exhibit C

Estimated Election Expenses

Marble Falls Independent School District
May 11, 2013 General/ Special Election(s) *

Payroll:

Early Voting Workers	\$ 1,950.00
Election Day Judges and Clerks	\$ 2,500.00
Early Voting Ballot Board	\$ 200.00
Testing Board Members (other than the Elections Administrator and assistants)	\$ 200.00
Central Counting Station judges and clerks	\$ 200.00

Delivery/ Mileage

Pickup and delivery of supplies by judges \$ 125.00

User Fee for DRE equipment **

Election Day only; no charge for Early Voting \$ 3,450.00

Newspaper notice for L & A Testing \$ 150.00

Consumable Supplies \$ 100.00

Ballot Programming \$ 500.00

Subtotal \$ 9,275.00

10% Administrative Fee Payable to Burnet County Elections \$ 927.50
Administrator:

Grand Total Estimated Election Expenses: \$ 10,202.50

*Assumes no cost sharing with other local political subdivisions or Burnet County.

** User fee as established by commissioners court is \$150.00/unit.

Exhibit D

JOINT ELECTION AGREEMENT

The City of Marble Falls, the City of Meadowlakes, the City of Granite Shoals, the City of Cottonwood Shores, or the City of Highland Haven (the "LPS") and the Board of Trustees of the Marble Falls Independent School District (the "ISD")

BY THE TERMS OF THIS AGREEMENT, the LPS and the ISD do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election on May 11, 2013. The LPS and the ISD have contracted with the Burnet County Elections Administrator, the Contracting Officer, to perform various responsibilities in connection with the election on behalf of each.

The LPS and the ISD acknowledge and agree as follows:

(1) The Early Voting locations for the elections will be at the main Burnet Courthouse, 220 S. Pierce, Burnet, TX 78611 and the Marble Falls Courthouse Annex, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654.

(2) Payroll costs include: Early Voting workers, Election Day workers, Early Voting Ballot Board, Testing Board, and Central Count Station personnel. Payroll costs will be shared as such:

Payroll costs will be shared so that 80% of payroll is paid by the ISD associated with the polling place and 20% is paid by any/all cities equally sharing the payroll costs of the polling location.

If there is no city election, the ISD pays 100% of the payroll costs. Subsequently, if there is no ISD election, any/all cities pay 100% of the payroll costs in equal shares.

(3) The delivery/ mileage payments to election workers who pick up and return election equipment will follow the same cost sharing arrangements shown in (2) above.

(4) The user fee for the Election Day voting equipment will follow the same cost sharing arrangements shown in (2) above.

(5) The expense for the newspaper notice for the L & A test, consumable election supplies, and ballot programming will be shared equally by the ISDs and the cities holding elections.

(6) If county elections are ordered in the territory of the LPS or ISD, the county will bear 50% of the expenses and the LPS and ISD will bear the remaining 50% using the cost division guidelines shown in (2) above.

(7) The costs incurred in connection with the Burnet Courthouse Early Voting location will be shared only by the Burnet Consolidated Independent School District (BCISD), the City of Burnet, and the City of Bertram.

(8) The costs incurred in connection with the Marble Falls Annex Early Voting location will be shared only by the Marble Falls Independent School District (MFISD), the City of Marble Falls, the City

of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, and the City of Highland Haven.

(9) On Election Day, May 11, 2013, the following polling locations will be shared by the following entities, which will share the costs in connection with that Election Day polling place:

Main Burnet Courthouse- BCISD and the City of Burnet

Silver Creek Community Center- BCISD and the Clearwater Ranch Municipal Utility District No. 1

Cassie Community Center and Fire Hall - BCISD

Joanne Cole Mitte Memorial Library – BCISD and the City of Bertram

Lake Victor Community Center – BCISD

Briggs Schoolhouse/ Fire Station – BCISD

Lakeshore Library - BCISD

Marble Falls Courthouse Annex- MFISD, the City of Cottonwood Shores, the City of Marble Falls, and the City of Meadowlakes

Highland Haven Community Center- MFISD and the City of Highland Haven

Granite Shoals Fire Station – MFISD and the City of Granite Shoals

Spicewood Community Center – MFISD

Smithwick Community Center- MFISD

(9) Except as set forth above, all other costs incurred in connection with the May 11, 2013 Local Elections, whether they are Early Voting or Election Day costs shall be charged to the local political subdivision on whose behalf they are incurred.

(10) In the event that a local political subdivision referenced herein cancels its May 11, 2013 election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, it is understood that the cost shares of the remaining local political subdivisions will probably increase.

(11) The LPS understands that the Contracting Officer has contracted with other local political subdivisions. The LPS acknowledges, and does hereby give consent, that such other local political subdivisions may share: one or more of the same Early Voting locations, voting equipment, and services of the Early Voting deputies; one or more of the same Election Day polling locations, voting equipment, and services of the election workers; and the services of the Contracting Officer in programming the ballot and providing Election Day assistance.

APPROVED BY THE GOVERNING BODY OF THE CITY OF MARBLE FALLS, TX in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature
Printed Name: _____
Title: _____

APPROVED BY THE GOVERNING BODY OF THE CITY OF MEADOWLAKES, TX in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature
Printed Name: _____
Title: _____

APPROVED BY THE GOVERNING BODY OF THE CITY OF GRANITE SHOALS, TX in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature
Printed Name: _____
Title: _____

APPROVED BY THE GOVERNING BODY OF THE CITY OF COTTONWOOD SHORES, TX in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature
Printed Name: _____
Title: _____

APPROVED BY THE GOVERNING BODY OF THE CITY OF HIGHLAND HAVEN, TX in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature
Printed Name: _____
Title: _____

APPROVED BY THE GOVERNING BODY OF THE MARBLE FALLS INDEPENDENT SCHOOL DISTRICT in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature
Printed Name: _____
Title: _____

ACKNOWLEDGED BY:

Barbara M Agnew
Barbara Agnew

Elections Administrator, Burnet County, Texas, "Contracting Officer"

12/10/12

Date

**ESC Region 13 REGIONAL DAY SCHOOL
PROGRAM FOR THE DEAF
SHARED SERVICES ARRANGEMENT AGREEMENT**

Bastrop Independent School District, Bartlett Independent School District, Blanco Independent School District, Burnet Consolidated Independent School District, Comal Independent School District, Comfort Independent School District, Coupland Independent School District, Del Valle Independent School District, Dime Box Independent School District, Doss Consolidated Independent School District, Dripping Springs Independent School District, Eanes Independent School District, Elgin Independent School District, Fayetteville Independent School District, Flatonia Independent School District, Florence Independent School District, Fredericksburg Independent School District, Georgetown Independent School District, Giddings Independent School District, Gonzales Independent School District, Granger Independent School District, Harper Independent School District, Hays Consolidated Independent School District, Hutto Independent School District, Jarrell Independent School District, Johnson City Independent School District, La Grange Independent School District, Lago Vista Independent School District, Lake Travis Independent School District, Leander Independent School District, Lexington Independent School District, Liberty Hill Independent School District, Llano Independent School District, Lockhart Independent School District, Luling Independent School District, Manor Independent School District, Marble Falls Independent School District, Marion Independent School District, McDade Independent School District, Navarro Independent School District, New Braunfels Independent School District, Nixon-Smiley Consolidated Independent School District, Pflugerville Independent School District, Prairie Lea Independent School District, Round Rock Independent School District, Round Top-Carmine Independent School District, San Marcos Consolidated Independent School District, Schertz-Cibolo-Universal City Independent School District, Schulenburg Independent School District, Seguin Independent School District, Smithville Independent School District, Taylor Independent School District, Thrall Independent School District, Waelder Independent School District, and Wimberley Independent School District (“member districts”), hereby agree to cooperatively operate certain aspects of their special education programs as described herein under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the ESC Region 13 RDSPD SSA REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SSA (“ESC Region 13 RDSPD SSA RDSPD SSA”).

Member districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the member districts may provide for the efficient delivery of legally required special education

and related services to eligible students who are deaf or hard of hearing residing within the boundaries of the member districts who are parties to this Agreement. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the ESC Region 13 RDSPD SSA, subject to the Admission, Review, & Dismissal ("ARD") Committee recommendations.

1.2 The member districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The ESC Region 13 RDSPD SSA's administrative offices will be located in Austin, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes; and the ESC Region 13 RDSPD SSA administrative guidelines approved by the Shared Service Arrangement (SSA) Management Board. Administrative Guidelines inconsistent with the terms of this SSA will be deemed null and void.

1.5 Should an Local Education Agency ("LEA") seek to become a member district of the ESC Region 13 RDSPD SSA, a written request must be provided to the ESC Region 13 RDSPD SSA designee for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a Member. Any reconfiguration is subject to approval by each member district's Board of Trustees.

1.6 It is agreed and understood that the Education Service Center - Region 13 is not considered a member district for purposes of this Agreement. The Education Service Center – Region 13 is serving in the role of Fiscal Agent and is not considered a Local Education Agency (LEA) as contemplated by IDEA.

1.7 AI students not enrolled in the ESC Region 13 RDSPD SSA who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent

the processing of linguistic information to impede academic progress, shall not be enrolled in the RDSPD for direct services. The ESC Region 13 RDSPD SSA shall, upon written request to the Region 13 designee, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the ESC Region 13 RDSPD SSA designee of the ESC Region 13 RDSPD SSA, the ESC Region 13 RDSPD SSA will make available personnel for consultation on a per pupil fee basis. Any member district seeking to access these services shall provide notice to the ESC Region 13 RDSPD SSA by the end of the previous school year. Personnel for consultation will be provided on a per-pupil fee basis. The per-pupil fee will be set at each annual budget proposal and is subject to approval by the SSA Management Board.

2. Management

2.1 The ESC Region 13 RDSPD SSA shall be governed by the SSA Management Board ("Management Board") comprised of the Special Education Directors/Coordinators for the participating member districts or their designees and a representative from the Fiscal Agent. Such Management Board will meet, at least annually, to review the SSA Agreement. Other meetings shall be scheduled as determined by the chairperson whereby the Management Board may either meet as a whole or as ad hoc sub-committees to address issues related to funding, programming, operation, and short and long-term needs of the RDSPD SSA. The Fiscal Agent will be assigned to record, prepare and maintain minutes. Management Board members shall keep their respective superintendents advised of ESC Region 13 RDSPD SSA Management Board actions, as appropriate.

2.2 Members of the Management Board shall annually appoint a chairperson each May for the forthcoming academic year. Term of office shall be for one year and shall begin on July 1 and end on June 30. Appointment of a chairperson requires approval of a majority of a quorum of the Management Board.

2.3 The Fiscal Agent, on behalf of the ESC Region 13 RDSPD SSA, may purchase goods and services necessary to administer and operate the ESC Region 13 RDSPD SSA. All personal property including, but not limited to, instructional materials, AT equipment, computers, and testing materials purchased for the SSA using RDSPD funds (as set forth in Section 4.4), shall be deemed property of the ESC Region 13 RDSPD SSA. All personal property purchased with ESC IDEA B discretionary funds shall be deemed property of the ESC Region 13 RDSPD SSA. The ESC Region 13 RDSPD SSA designee has the discretion to allot an amount of funds to be applied to materials in support of instruction. It is further agreed that ESC Region 13 RDSPD SSA may, in its discretion, transfer personal property to member districts based upon student need.

2.4 Members of the Management Board will establish and maintain SSA Administrative Guidelines. Any Administrative Guidelines that are inconsistent with this Agreement shall be deemed null and void. Any revision to the Administrative Guidelines requires a majority vote of the Members of the Management Board.

2.5 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of member districts. A quorum is defined as a majority of all of the member districts of the ESC Region 13 RDSPD SSA. It is agreed and understood that the Directors of Special Education SSAs may vote on behalf of that Special Education SSA's membership if such authority has been granted to the Director of the Special Education SSA. The ESC Region 13 RDSPD SSA designee has discretion to allow for votes to be submitted by written communication.

2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all boards of trustees of the member districts.

2.7 The Management Board may by a majority vote of its membership, recommend revocation of the membership of a member district for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the ESC Region 13 RDSPD SSA, or for non-compliance with the terms and conditions of any written agreement between the ESC Region 13 RDSPD SSA and the member district in question. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. The ESC Region 13 RDSPD SSA Board shall submit its recommendation to revoke the membership of the member district to the member districts' Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the member district being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all member districts with the exception of the member district being recommended for revocation.

3. Personnel

3.1 The chief administrator of the ESC Region 13 RDSPD SSA will be the ESC Region 13 RDSPD SSA designee. The ESC Region 13 RDSPD SSA designee shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the ESC Region 13 RDSPD SSA designee and do not require Management Board action. Additionally, the ESC Region 13 RDSPD SSA designee has discretion to provide feed-back regarding the delivery of instructional services by RDSPD

funded staff or at a Cluster site. At any time, should the ESC Region 13 RDSPD SSA designee determine that the Cluster Site is unable to fulfill the criteria as contemplated by this Agreement, then a new Cluster Site will be determined by the ESC Region 13 RDSPD SSA designee on behalf of the Fiscal Agent. The ESC Region 13 RDSPD SSA designee, with the approval of the Management Board, may determine the location of Cluster Sites. It is further agreed that Cluster Site selection is contingent upon the member district Board of Trustees approval where the Cluster Site is to be located.

3.2 The Special Education Director of each member district shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act, unless otherwise indicated in the member district's Board policy.

3.3 The ESC Region 13 RDSPD SSA designee may assist member districts in locating and interviewing qualified, certified deaf education and instructional personnel, educational interpreters or other professionals who provide direct deaf education services upon request of a member district. It is agreed and understood that each member district remains responsible for hiring qualified staff. All individuals providing services on behalf of the SSA must be appropriately certified or licensed to perform the applicable services.

3.4 Each member district shall be responsible for adopting a salary schedule for deaf education personnel who are providing direct and related services for that member district and who are employed by that member district.

3.5 Deaf education personnel who are employed by a member district, but are funded by ESC Region 13 RDSPD SSA, to provide itinerant services or centralized services, are subject to the policies of that member district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits and personnel evaluations. Additionally, that member district retains final hiring and termination authority regarding employment of the SSA personnel who are employed by that member district. The assignment of funds for deaf education personnel is at the discretion of ESC Region 13 RDSPD SSA.

3.6 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the district with whom the employee has a contractual or employment relationship. Any hearing on an employee grievance or termination involving a ESC Region 13 RDSPD SSA employee, is the responsibility of, and will be held in accordance with the policies of the ESC Region 13 RDSPD SSA.

3.7 Except as otherwise provided herein, each member district shall be responsible for evaluating deaf education personnel employed by that member district, pursuant to the evaluation policies and procedures of that member district. ESC Region 13 RDSPD SSA staff

may provide evaluation input for SSA personnel employed by a member district, at the discretion of the ESC Region 13 RDSPD SSA designee. ESC Region 13 RDSPD SSA employees will be evaluated pursuant to the respective ESC Region 13 RDSPD SSA policies and procedures.

3.8 Cluster Site Deaf Education personnel which may include deaf education certified teachers, audiologists, certified interpreters and classroom aides are employed by the member district where the sites are located. Cluster site personnel salaries, travel and consumable materials are funded by ESC Region 13 RDSPD SSA pursuant to letters of agreement between ESC Region 13 RDSPD SSA and the member district Cluster Site. Cluster Site Deaf Education Personnel are subject to the personnel policies of the member district where the site is located, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits.

Itinerant certified deaf education teachers, who provide services at a student's home campus, are employed by member districts who have agreed to employ itinerant deaf education certified teachers, at the request of the ESC Region 13 RDSPD SSA designee, who has determined such is needed for program operation and efficiency. Itinerant salaries, travel and consumable materials are funded by ESC Region 13 RDSPD SSA pursuant to letters of agreement between ESC Region 13 RDSPD SSA and the member district who has agreed to employ itinerant deaf education certified teachers to serve the ESC Region 13 RDSPD SSA. Itinerant Deaf Education certified teachers employed by a member district are subject to the personnel policies of that member district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits.

ESC Region 13 RDSPD SSA may employ additional itinerant staff which may include deaf education certified teachers, certified interpreters, audiologists, deaf education consultant, secretary and the ESC Region 13 RDSPD SSA designee. Such ESC Region 13 RDSPD SSA itinerant staff will be subject to ESC Region 13 employment policies, including, but not limited to, all policies governing contracts, at-will employment, leave and benefits and evaluations. ESC Region 13 retains final hiring and termination authority for its employees. It is agreed and understood that ESC Region13 deaf education certified teachers and audiologists will be assigned to implement Part-C services for eligible infants as part of their duties.

4. Fiscal Agent

4.1 The ESC Region 13 shall serve as the Fiscal Agent.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent shall provide

accounting services, reports, and shall perform any other responsibilities required by ESC Region 13 RDSPD SSA Administrative Guidelines. Such Guidelines must be specifically approved by the Fiscal Agent. The Fiscal Agent will maintain personnel records and payroll systems for ESC Region 13 employees.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the Region 13 RDSPD SSA. The Fiscal Agent will account for salaries and expenses of Region 13 RDSPD SSA personnel and Region 13 RDSPD SSA operating expenses. Member districts who employ Cluster Site or itinerant personnel will account for salaries and expenses of those employees consistent with Section 3.8 herein. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. Member district per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations.

4.4 The ESC Region 13 RDSPD SSA is funded as follows: Two levels of tuition charges to member districts: Tier 1 basic fee for weekly services provided to itinerant school-age students and infants served in the home program, and Tier 2 tuition charged for those students placed at cluster sites who are receiving daily services supplemented by resources at the cluster site districts.

Tier 1 Fee calculation for basic services to itinerant students and infants is set forth in Section 7.2 herein.

The total state and federal revenue received by the ESC Region 13 RDSPD SSA includes the following sources:

- State Deaf Funds
- IDEA-B Preschool Deaf
- IDEA-B Discretionary Deaf
- IDEA-B Formula Deaf
- IDEA-C ECI

Local Fee based on December 1 Child Count

Total Budget - Expenses = Negative/Deficit

Total Deficit/All students enrolled on December 1 = Amount due per student Tier 1

Tier 2 fee calculations for daily services to students at cluster site districts are determined as follows:

Tier 2 fee calculations includes a fee added to the Tier 1 Basic Services which is calculated for those students who are transported to a cluster site for daily deaf education services from ESC Region 13 RDSPD SSA. This is to off-set the costs incurred by the Cluster site district in providing administrative oversight and services to out of district students not directly funded by the SSA. The additional fee does not apply to students who are served by itinerant staff and remain in their home district. Additionally, this fee does not apply to resident students receiving services at the Cluster site

The amount of the additional Tier 2 fee may change as cost estimates are updated at the discretion of ESC Region 13 RDSPD SSA with information provided by the Cluster Sites.

This amount may be updated annually and is subject to the approval by ESC Region 13 RDSPD SSA Management Board.

To offset the costs incurred by a Cluster Site district in providing administrative oversight and services not funded by the SSA, as set forth herein, the following formula shall apply:

1. Multiply the Tier 1 amount times each resident student living in a cluster site district;
2. Multiply the Tier 2 amount times each student transported daily to that cluster site district; and
3. Subtract total in step 2 above from total in step 1 above to ascertain the amount the Cluster Site district incurred for delivery of services not covered by the ESC Region 13 RDSPD SSA which will be factored into the final amount due from the Cluster site district.

Tier 2 requires annual documentation from the cluster district sites on how these funds were spent serving RDSPD students from outside the district and is used to project the fee for the following school year.

4.5 Except as otherwise provided herein, the Fiscal Agent will prepare and submit, any reports or applications required by federal or state law or RDSPD Administrative Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort.

4.6 The Fiscal Agent, on behalf of the SSA, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request Americans with Disabilities Act and FERPA compliance by each service provider.

4.7 The Fiscal Agent must notify the member districts of any intention to withdraw as Fiscal Agent of the SSA on or before October 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 preceding the end of the fiscal year that it intends to be its last fiscal year to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency.

4.8 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a member district as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a member district, if so elected by the Management Board, is not required to serve as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would require specific approval by the member district's Board of Trustees or other governing body, if not an ISD.

4.9 Each member district, where the student resides, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each member district where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving ESC Region 13 RDSPD SSA services. In the event a member district fails to submit PEIMS student data on the 163 Record for a student who has been served by the ESC Region 13 RDSPD SSA, it is agreed and understood that the member districts that failed to report a ESC Region 13 RDSPD SSA student will contribute toward the financial deficit resulting from such failure, and agrees to pay the amount of lost funding that the students who were not reported would have generated. The additional costs will be calculated by ESC Region 13 and invoiced to the member district in the spring in addition to the annual tuition charges for the member district's student(s).

5. Member Districts' General Obligations

5.1 Member Districts agree that any funds assessed under ESC Region 13 RDSPD SSA Administrative Guidelines or this Agreement will be remitted within ninety (90) calendar days of receiving a statement from the Fiscal Agent. Each member district acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds.

5.2 Each member district will be liable for any cost associated with its residentially placed students. This includes any transportation cost incurred as a result of a district's initiated placement in the Texas School for the Deaf.

5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the ESC Region 13 RDSPD SSA operations. Member districts retain responsibility for maintaining student eligibility folders.

5.4 Member districts, including the cluster site member districts, shall provide suitable and sufficient classroom space to accommodate students of the program who are Auditorially Impaired as well as office space for supportive personnel as requested by the ESC Region 13 RDSPD SSA and retain responsibility for cost related to such classroom facilities.

5.5 The withdrawing member district, which is not a cluster site, at the time of reconfiguration, shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, AT in its possession to the ESC Region 13 RDSPD SSA consistent with Section 2.3. It is further agreed that the withdrawing member district will not be entitled to any carry over funds. The withdrawing member district retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the ESC Region 13 RDSPD SSA, not to exceed \$5,000.00.

5.6 The withdrawing member district which is serving as a cluster site at the time of the reconfiguration shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, AT in its possession to the ESC Region 13 RDSPD SSA consistent with Section 2.3. After consultation with the cluster site member district, the ESC Region 13 RDSPD SSA, in its discretion may distribute personal property based on student need. It is further agreed that the withdrawing member district will not be entitled to carryover funds, if any. The withdrawing member district retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the ESC Region 13 RDSPD SSA, not to exceed \$5,000.00.

5.7 Except as otherwise provided herein, member districts are ultimately responsible for the education of all students with Auditory Impairments within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. For students who are being served in the Cluster Site or through the itinerant programs, the ESC Region 13 RDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Pupil Appraisal Support

- Auditory Training
- Speech and Language Assistance
- Itinerant Teachers
- Specialized Assistive Listening Devices
- Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee as needed

The provision of any services referenced in provision 5.7 is contingent upon the ARD Committee determination that such services are necessary for the provision of a Free and Appropriate Public Education (FAPE).

5.8 Initial Evaluation for Eligibility is the responsibility of the member district wherein the student resides. The ESC Region 13 RDSPD SSA will fund Audiological re-evaluations, but not initial Audiological evaluations. The re-evaluation of RDSPD students is the responsibility of the District serving the student. The serving district (Cluster Site) may seek support for the evaluation from the sending district and/or ESC Region 13 RDSPD SSA, but the serving District retains responsibility for the completion of the evaluation.

5.9 Each member district agrees that prior to joining another RDSPD SSA that the member district agrees to consult with the ESC Region 13 RDSPD SSA Management Board and the ESC Region 13 RDSPD SSA designee regarding the dual membership.

5.10 Each member district agrees to adhere to the procedures described in the ESC Region 13 RDSPD SSA Administrative Guidelines.

5.11 Member districts who are members of special education shared services arrangements shall notify the ESC Region 13 RDSPD SSA designee of the ESC Region 13 RDSPD SSA of reconfigurations impacting the special education shared services arrangement prior to the effective date of the withdrawal of the member districts or dissolution of the special education SSA.

6. Non-Member Services

6.1 Students from school districts other than those member districts who are parties to this Agreement (“non-member LEAs”) will be considered for services/placement upon written

request to the ESC Region 13 RDSPD SSA designee or other Administrator as determined by the Fiscal Agent of the ESC Region 13 RDSPD SSA. An authorized representative of the non-member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The member district Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs. The member districts acknowledge that it is TEA's expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the SSA RDSPD, the Fiscal Agent shall refer the matter to TEA for review.

6.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional ESC Region 13 RDSPD SSA staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of the student as AI to the ESC Region 13 RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by ESC Region 13 RDSPD SSA in providing educational services to the student(s); and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student or his or her parents.

6.3 The costs for providing Non-Member LEA educational services shall be in accordance with the fee schedule at Exhibit "A", as applicable and as may be amended from time to time by the ESC Region 13 RDSPD SSA designee for the Fiscal Agent. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract as set forth in the form attached as Exhibit "A".

6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "B".

6.5 Students from Charter Schools who are not parties to this Agreement may be considered for placement upon request to the ESC Region 13 RDSPD SSA designee of the Fiscal Agent of the RDSPD through a services contract. Such contracts shall be in the form attached as Exhibit "C". The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as Exhibit "A".

6.6 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the ESC Region 13 RDSPD SSA will provide contact information of providers with whom those schools may directly contract for services, if available.

6.7 Each member district, by approval of this ESC Region 13 RDSPD SSA Agreement, authorizes and delegates to the member district's Superintendent the authority to execute the forms of agreements set forth at Exhibits "B" and "C".

7. Fiscal Practices

7.1 The ESC Region 13 RDSPD SSA will operate on a budget prepared by the ESC Region 13 RDSPD SSA designee, reviewed and approved by the Management Board. The special education director of each member district or Co-op shall ensure that the respective share to be contributed to the RDSPD is included in the budget adopted by the member district board of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.

7.2 Administrative costs, including, but not limited to, all costs and salaries related to the ESC Region 13 RDSPD SSA designee, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, and contracts with outside service providers, including, but not limited to audiologists, interpreters, and consultants, as well as any uncontrollable costs, incurred by the ESC Region 13 RDSPD SSA, over and above the amount of state deaf and/or federal funds (local fee), shall be divided among member districts based upon the number of students enrolled in the ESC Region 13 RDSPD SSA on December 1.

The total count of students enrolled in the ESC Region 13 RDSPD SSA for services for itinerant, home program or at cluster sites as of December 1 will be the basis of tuition calculation for the school year.

LEAs have an opportunity to update and correct student data information which may impact student invoicing to that member district between Dec 1 and the end of the 3rd week of January after winter break. During this period, LEAs who have enrolled RDSPD students would have the opportunity to make corrections to the ESC database. Member districts which fail to update student data information by the time set forth herein will be required to submit payment for invoice.

During this same time period from December 1 through end of 3rd week in January, payment may be modified based upon the following:

- If an ESC Region 13 RDSPD SSA eligible student moves from one ESC Region 13 RDSPD SSA LEA to another ESC Region 13 RDSPD SSA LEA, then each district shall pay half of the tuition (both districts would be invoiced for half the year each).
- If an ESC Region 13 RDSPD SSA eligible student moves out of ESC Region 13 RDSPD SSA, the LEA where the student was served for half the year shall pay half of the tuition for that year.
- If an ESC Region 13 RDSPD SSA eligible student transfers into a ESC Region 13 RDSPD SSA LEA from outside of ESC Region 13 RDSPD SSA, that district shall pay half of the tuition for the remainder of the school year.

This applies to infants, itinerant school-age and cluster served students.

The formula for administrative and uncontrollable costs is set forth in Section 4.4

7.3 Member districts will be notified in writing, by June 1 of the fiscal year regarding the estimate of excess costs to be charged back to member districts and what the maximum total of their shared excess local costs are estimated to be.

7.4 A member district shall not be responsible for any costs associated with the ESC Region 13 RDSPD SSA until such time that a member district has a student receiving services from the ESC Region 13 RDSPD SSA.

7.5 The ESC Region 13 RDSPD SSA's accounts will be audited annually by the independent auditor for the Fiscal Agent.

8. Dissolution

8.1 Dissolution of the SSA shall require the affirmative vote of a majority of the Management Board and a majority of the Boards of Trustees of each member district. Upon dissolution, an appraisal of all personal property shall be conducted by the ESC Region 13 RDSPD SSA. The appraised value and the amount of the SSA funds remaining at the time of the dissolution is effectuated, shall be divided equally among the member districts. All TEA timelines and requirements for documentation of affected parties shall apply. After an audit and full satisfaction of all charges and liabilities have been determined, the dissolution will take effect on July 1.

9. Risk of Loss

9.1 Except as otherwise provided herein, each member district and ESC Region 13 RDSPD SSA bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

9.2 Each member district will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents. ESC Region 13 RDSPD SSA or the Fiscal Agent does not provide transportation and does not utilize vehicles for the furtherance of this program.

10. Transportation

10.1 Each member district bears responsibility for providing or contracting for the transportation of each of its eligible students to each facility at which services are provided. ESC Region 13 RDSPD SSA has no responsibility in regard to transportation.

11. Interpreter Services for School Sponsored Activities Outside the Instructional Day

11.1 It is the responsibility of the member district of the AI student's residence to provide and fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, after-school tutoring and any other extra-curricular activity sponsored by a school district.

12. The Cluster Site Determination

12.1 It is agreed and understood that the ESC Region 13 RDSPD SSA designee may determine Cluster Site locations with input from the member districts. Criteria for Cluster Sites shall be set forth in the Administrative Guidelines. Final Cluster Site determination is contingent upon Management Board approval consistent with Section 2.5 herein and approval by the Board of Trustees for the member district where the site is to be located.

12.2 Should the Cluster Site fail to satisfy the criteria set forth in the Administrative Guidelines, the ESC Region 13 RDSPD SSA designee's authority as set forth in Section 3.1, shall apply.

13. Legal Responsibilities

13.1 Except as otherwise provided herein, the member district wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

13.2 Except as otherwise provided herein, the member district wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

13.3 If the ESC Region 13 RDSPD SSA or ESC Region 13 RDSPD SSA is a named party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the member district wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the ESC Region 13 RDSPD SSA or ESC Region 13 for any legal costs incurred by the ESC Region 13 RDSPD SSA or ESC Region 13.

13.4 Each member district shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship. Education Service Center - Region 13 shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

13.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

13.6 The member districts of this Shared Services Arrangement contract and ESC Region 13 agree to negotiate in good faith in an effort to resolve any dispute related to this contract. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split among the member districts. ESC Region 13 shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

14. The Agreement

14.1 This Agreement will be automatically renewed by each member district annually unless notification of withdrawal is given by a member district or the program is otherwise terminated by action of TEA.

14.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the ESC Region 13 RDSPD SSA.

14.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

14.4 This Agreement is governed by the laws of the State of Texas.

14.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The member districts agree that all remaining provisions of this Agreement will remain in effect.

14.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

14.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

14.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes

14.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

Executed this ____ day of _____, 2012.

Bastrop Independent School District

Board President

Date of Approval

Bartlett Independent School District

Board President

Date of Approval

Blanco Independent School District

Board President

Date of Approval

Burnet Consolidated Independent School District

Board President

Date of Approval

Comal Independent School District

Board President

Date of Approval

Comfort Independent School District

Board President

Date of Approval

Coupland Independent School District

Board President

Date of Approval

Del Valle Independent School District

Board President

Date of Approval

Dime Box Independent School District

Board President

Date of Approval

Doss Consolidated Independent School District

Board President

Date of Approval

Dripping Springs Independent School District

Board President

Date of Approval

Eanes Independent School District

Board President

Date of Approval

Elgin Independent School District

Board President

Date of Approval

Fayetteville Independent School District

Board President

Date of Approval

Flatonia Independent School District

Board President

Date of Approval

Florence Independent School District

Board President

Date of Approval

Fredericksburg Independent School District

Board President

Date of Approval

Georgetown Independent School District

Board President

Date of Approval

Giddings Independent School District

Board President

Date of Approval

Gonzales Independent School District

Board President

Date of Approval

Granger Independent School District

Board President

Date of Approval

Harper Independent School District

Board President

Date of Approval

Hays Consolidated Independent School District

Board President

Date of Approval

Hutto Independent School District

Board President

Date of Approval

Jarrell Independent School District

Board President

Date of Approval

Johnson City Independent School District

Board President

Date of Approval

La Grange Independent School District

Board President

Date of Approval

Lago Vista Independent School District

Board President

Date of Approval

Lake Travis Independent School District

Board President

Date of Approval

Leander Independent School District

Board President

Date of Approval

Lexington Independent School District

Board President

Date of Approval

Liberty Hill Independent School District

Board President

Date of Approval

Llano Independent School District

Board President

Date of Approval

Lockhart Independent School District

Board President

Date of Approval

Luling Independent School District

Board President

Date of Approval

Manor Independent School District

Board President

Date of Approval

Marble Falls Independent School District

Board President

Date of Approval

Marion Independent School District

Board President

Date of Approval

McDade Independent School District

Board President

Date of Approval

Navarro Independent School District

Board President

Date of Approval

New Braunfels Independent School District

Board President

Date of Approval

Nixon-Smiley Consolidated Independent School District

Board President

Date of Approval

Seguin Independent School District

Board President

Date of Approval

Smithville Independent School District

Board President

Date of Approval

Taylor Independent School District

Board President

Date of Approval

Thrall Independent School District

Board President

Date of Approval

Waelder Independent School District

Board President

Date of Approval

Wimberley Independent School District

Board President

Date of Approval

RESOLUTION OF THE MFISD BOARD TO SUSPEND PORTIONS OF POLICY EIA
(LOCAL) FOR THE 2012-2013 SCHOOL YEAR ONLY

WHEREAS, section 39.023(c) of the Texas Education Code requires a school district to adopt a policy that requires a student's performance on an end-of-course (EOC) assessment instrument to account for 15 percent of a student's final grade for the course.

WHEREAS, Marble Falls ISD's local policy at EIA (local) includes provisions on EOC assessments to satisfy this statutory requirement and address other provisions related to how the district will implement this statutory requirement.

WHEREAS, the Commissioner of Education has given school districts the ability to defer implementation for the 2012-13 school year of the statutory provision that requires performance on an EOC assessment to count as 15 percent of a student's final course grade.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Marble Falls ISD shall suspend for the remainder of the 2012-13 school year portions of the following code:

- EIA (Local) at END-OF-COURSE ASSESSMENTS, requiring a student's performance on an EOC assessment to count for 15 percent of a student's final grade for the course and addressing other related provisions regarding the 15 percent provision.

Adopted this 14th day of January, 2013, by the Board of Trustees.

President

Secretary

The image features the words "Reading Rescap" in a large, black, cursive font with a purple outline. The text is centered on a white background. On the left and right sides, there are stacks of colorful books. The books have various colored spines, including purple, brown, green, yellow, blue, red, and pink. The stacks are arranged in a way that they appear to be leaning towards the center. The overall style is playful and educational.

Reading
Rescap

TEKS (5th Grade) **5.2B**

(2) Reading/Vocabulary Development. Students understand new vocabulary and use it when reading and writing. Students are expected to:

(A) determine the meaning of grade-level academic English words derived from Latin, Greek, or other linguistic roots and affixes;

(B) use context (e.g., in-sentence restatement) to determine or clarify the meaning of unfamiliar or multiple meaning words;

(C) produce analogies with known antonyms and synonyms;

(D) identify and explain the meaning of common idioms, adages, and other sayings; and

(E) use a dictionary, a glossary, or a thesaurus (printed or electronic) to determine the meanings, syllabication, pronunciations, alternate word choices, and parts of speech of words.



TEST



TABS – Texas Educational Assessment of Basic Skills

TEAMS – Texas Educational Assessment of Minimum Skills

TAAS – Texas Assessment of Academic Skills

75

TAKS – Texas Assessment of Knowledge and Skills

STAAR – State of Texas Assessment of Academic Readiness



So what now?

- Teachers come together in Planning Academies to review the cognitive processes required by STAAR questions
- Work with other grade level teachers across the district on cognitive maps from TBA and STAAR released questions with time to plan learning experiences for the classroom
- Planning across schools to lead students to a higher level of learning



K - Math
TBA# 2

Item Number	TEK		District Average 209	CES		HLES		MFES	SWES
				Campus 64	Spanish 17	Campus 47	Spanish 40	Campus 72	Campus 26
1	K.08A		98	98	94	96	90	99	100
2	K.08A		97	94	100	98	92	99	100
3	K.08A		99	98	100	100	98	99	100
4	K.08A		97	97	100	98	90	96	100
5	K.08C	K.14A	90	91	71	79	82	96	96
6	K.08C	K.14A	79	81	65	49	70	96	85
7	K.12B	K.13A	88	84	100	85	88	90	96
8	K.06B		76	75	18	64	60	86	73
9	K.01C	K.14A	81	80	88	77	75	83	88
10	K.01B		80	72	29	72	75	88	92
Average			88	87	76	81	82	93	93

1st Grade Math

TBA# 2

Item Number	TEK		District Average 220	CES		HLES		MFES	SWES
				Campus 60	Spanish 26	Campus 57	Spanish 36	Campus 77	Campus 26
1	1.03A	1.11A	95	93	100	93	97	99	96
2	1.03A	1.11A	95	93	100	89	92	97	100
3	1.03A	1.11A	88	90	100	79	92	91	96
4	1.03A	1.11A	90	90	100	84	81	91	96
5	1.05E		97	95	92	96	86	99	96
6	1.05E		91	87	92	89	83	94	100
7	1.05E		90	83	92	88	75	92	100
8	1.05E		88	78	92	89	58	90	100
9	1.05A		93	92	92	95	86	92	92
10	1.05A		77	77	65	75	78	73	92
11	1.05A		95	92	100	95	89	95	100
12	1.05B		80	73	81	79	78	82	96
13	1.05B		78	67	81	81	75	83	85
14	1.01C	1.11A	96	95	100	96	94	97	96
15	1.01C	1.11A	86	85	100	77	97	94	85
16	1.01C	1.11A	89	87	100	84	94	94	92
17	1.01C	1.11A	89	87	100	79	94	97	92
18	1.01C	1.11A	65	58	100	56	92	73	73
19	1.01C	1.11A	78	80	92	67	33	79	92
20	1.01C	1.11A	84	75	96	77	78	92	96
21	1.01D		66	67	85	72	89	58	77
22	1.01D		93	60	81	67	83	57	81
23	1.01A		89	92	92	84	92	88	96
Average			85	82	92	82	83	87	92

2nd Grade Math

TBA# 2

Item Number	TEKS		District Average 240	CES		HLES		MFES	SWES
				Campus 56	Spanish 15	Campus 61	Spanish 29	Campus 86	Campus 37
1	2.11A	2.13A	97	100	87	97	89	99	89
2	2.11B		79	82	67	75	86	78	84
3	2.11B		80	84	80	67	62	84	84
4	2.11B		85	86	73	79	76	87	86
5	2.01A	2.12D	88	93	87	90	90	84	89
6	2.01B		90	98	93	80	83	92	89
7	2.01B		90	96	93	82	79	92	92
8	2.01B		92	95	93	85	90	93	97
9	2.03B	2.12A	88	88	73	79	90	92	95
10	2.05A	2.12B	58	46	60	46	83	71	62
11	2.03D	2.12A	79	88	67	74	76	76	84
12	2.03C	2.12A	73	73	53	67	62	72	84
13	2.07A		95	93	93	97	100	95	97
14	2.07A		90	96	87	74	72	94	97
15	2.07B		71	71	27	59	62	73	86
16	2.07C		97	96	93	95	93	97	100
17	2.07A	2.12A	83	82	73	74	79	90	86
18	2.08A	2.12C	95	93	93	95	97	97	97
19	2.10B		68	71	47	59	69	70	73
20	2.01C		76	79	40	77	55	70	84
			83	85	74	77	79	85	87

3rd Grade Math

TBA# 2

88

Item Number	TEKS		MOD		District Average 230	CES			HLES		MES		SWES
						Campus 59	Spanish 19	MOD 2	Campus 60	Spanish 30	Campus 83	MOD 1	Campus 28
1	3.04A	3.14A	3.04A	3.14A	95	98	95	75	93	100	95	0	93
2	3.04B	3.14A	3.04B	3.14A	48	61	68	50	40	40	45	0	50
3	3.04C	3.15A	3.04C	3.14A	89	88	74	75	95	93	86	0	89
4	3.06A		3.06A	3.14A	99	100	100	100	100	93	96	100	100
5	3.04C	3.14A	3.06A	3.16A	86	86	79	0	87	90	84	100	86
6	3.06A	3.16A	3.06B	3.14C	64	63	63	50	75	57	61	0	54
7	3.06B	3.14C	3.06B		80	71	79	100	85	83	77	100	93
8	3.06B		3.06C	3.16A	89	92	95	100	93	97	83	0	96
9	3.06C	3.16A	3.06C	3.14A	90	92	84	100	95	100	86	100	89
10	3.06C	3.16A	3.07A		93	88	84	50	93	90	95	0	96
11	3.07A	3.14C	3.05A		77	83	58	50	77	73	70	0	83
12	3.07A	3.14C	3.07B		74	76	63	25	73	67	71	100	82
13	3.05A		3.05A	3.14B	80	81	68	75	78	90	81	100	86
14	3.05A	3.14B	3.07B	3.16A	55	54	53	25	52	70	54	0	64
15	3.07B		3.10A	3.15B	77	80	79	100	75	87	80	0	71
16	3.07B	3.16A	3.02C		51	54	37	75	67	63	33	100	68
17	3.10A		3.01C		77	80	37	25	57	73	90	0	71
18	3.02C	3.15B	3.12B		79	78	79	50	80	80	81	0	71
19	3.03B	3.14B			65	68	42		58	57	64		79
20	3.01C				70	63	58		77	50	73		64
21	3.05B	3.14B			65	58	42		57	73	75		68
22	3.02C	3.15B			47	51	53		62	47	35		39
23	3.12B				72	69	84		75	73	70		75
24	3.11A	3.14D			74	85	74		60	90	75		79
Average					74	75	68	62	75	76	73	39	77

4th Grade Math

TBA# 2

Item Number	TEK		MOD		District Average 237	CES		HLES			MFES		SWES	
						Campus 70	MOD 5	Campus 67	Spanish 17	MOD 2	Campus 73	MOD 3	Campus 27	MOD 1
1	4.03A	4.14A	4.03A	4.14A	72	80	20	72	47	50	70	33	59	100
2	4.03B		4.03B		67	87	60	72	41	50	53	0	41	0
3	4.04A	4.14A	4.04A	4.14A	87	84	80	94	82	100	86	0	81	0
4	4.04B	4.14B	4.04B	4.14B	94	93	80	94	94	100	92	100	100	100
5	4.04B	4.14A	4.04B	4.15A	72	76	60	76	41	0	67	33	67	0
6	4.04D	4.14B	4.04D	4.14B	81	89	40	85	29	100	75	33	63	100
7	4.04D	4.14A	4.04D	4.14A	64	64	20	64	29	0	67	0	56	0
8	4.04E	4.14B	4.04E	4.14B	76	73	20	87	59	50	73	0	70	0
9	4.04E	4.14A	4.05A	4.14A	50	51	20	55	29	100	51	0	30	0
10	4.05A	4.14A	4.05B	4.14A	53	54	40	43	41	50	56	33	67	0
11	4.05B	4.14A	4.07A	4.16A	68	74	80	64	41	50	66	100	70	0
12	4.07A	4.16A	4.11A	4.15B	60	67	0	61	47	0	53	0	59	0
13	4.07A	4.16A	4.13A	4.14C	80	84	80	78	53	100	78	33	81	0
14	4.11A	4.15B	4.13B	4.14A	54	63	20	52	18	100	45	0	63	0
15	4.11A	4.14C	4.06A	4.16A	45	56	60	40	35	50	40	0	41	0
16	4.13A	4.14C	4.06B	4.14A	89	84	60	88	65	0	92	0	93	0
17	4.13B	4.14A			60	60		55	29		63		67	100
18	4.13B	4.14A			60	61		49	41		73		52	
19	4.06A	4.16A			59	64		63	41		60		33	
20	4.06B	4.14A			80	84		75	47		75		93	
21	4.05A	4.14A			82	76		81	59		86		93	
22	4.01B	4.14A			91	94		85	71		95		85	
23	4.02B	4.14A			68	89		63	18		60		48	
24	4.13B	4.14B			73	84		66	35		74		63	
					70	74	46	69	45	56	68	23	65	25

5th Grade Math
TBA# 2

Item Number	TEKS		District Average 290	CES		HLES		MFES		SWES
				Campus 80	MOD 5	Campus 105	MOD 5	Campus 72	MOD 4	Campus 33
1	5.05A	5.16A	86	82	80	84	20	93	25	88
2	5.02B	5.14A	88	95	100	79	80	90	50	97
3	5.05B	5.16B	70	76	80	58	80	75	25	82
4	5.02C		65	86	60	50	20	60	25	73
5	5.03D	5.14C	71	72	100	66	80	72	50	85
6	5.02A		79	84	100	78	40	74	25	85
7	5.03E	5.14C	80	86	100	75	20	79	0	79
8	5.02B	5.14C	83	94	100	66	20	93	75	91
9	5.06A	5.15B	56	60	20	49	40	61	0	61
10	5.05A	5.16A	35	36	60	28	20	40	25	45
11	5.02A	5.14B	61	69	80	47	0	65	25	79
12	5.02C	5.15B	83	86	40	74	60	88	50	91
13	5.02C		37	35	40	28	0	40	0	64
14	5.05A	5.16A	63	64	80	60	60	67	100	67
15	5.02C	5.14A	58	65	80	53	0	50	0	76
16	5.02D		71	86	60	63	20	78	50	48
17	5.05B		85	91	40	75	0	89	75	94
18	5.05A	5.16A	20	15	60	18	40	32	25	15
19	5.02A	5.14A	71	74	20	65	60	72	75	82
20	5.03C	5.14B	60	56	60	50	20	72	25	70
21	5.03A	5.14B	54	51		45		62		70
22	5.03B	5.14A	51	45		43		61		70
23	5.01B	5.14A	41	42		36		50		30
24	5.04A	5.14B	54	56		45		61		64
Average			63	67	68	55	34	67	36	71

2nd Grade Reading

TBA# 2

Item Number	TEKS		SPAN TEK	District Average 240	CES		HLES		MFES	SWES
					Campus 55	Spanish 15	Campus 62	Spanish 29	Campus 86	Campus 37
1	FIG 19E			70	69	53	63	83	69	89
2	FIG 19F			73	75	73	69	55	76	70
3	FIG 19A			77	75	53	74	72	80	78
4	2.14B			77	65	60	68	62	74	89
5	2.9B	FIG 19D		85	80	73	87	76	85	86
6	2.14C			58	60	40	58	59	57	54
7	2.5B			72	75	67	65	66	73	81
8	2.5A			73	65	53	76	62	71	86
9	2.11A			61	75	87	56	97	57	59
10	2.7A			63	75	53	58	72	64	51
11	2.7A			65	80	60	55	62	60	73
12	2.6B			87	91	60	79	72	90	86
13	2.2Bi		2.2Ai	60	69	100	44	93	63	65
14	2.2D			75	75	100	65	93	79	81
12	2.6G			91	95	100	82	100	92	97
Average				72	74	68	66	74	72	76

4th Grade Reading

TBA# 2

Item Number	TEKS		MOD		District Average 218	CES		HLES			MFES		SWES	
						Campus 62	MOD 7	Campus 59	Spanish 26	MOD 2	Campus 72	MOD 4	Campus 25	MOD 3
1	4.2B		4.2B		24	23	29	19	27	50	26	25	36	33
2	FIG 19D		FIG 19D		41	39	43	34	31	50	49	75	40	0
3	4.2C		FIG 19D		78	85	71	68	0	50	83	75	72	67
4	4.2D		4.2D		83	73	86	85	42	0	88	25	88	67
5	4.11A		4.2D		61	55	100	58	35	50	65	75	72	67
6	FIG 19D		4.11A		77	79	86	69	54	50	78	50	84	100
7	4.13B		4.13B		61	77	14	47	58	50	56	0	64	33
8	4.13A		4.10A		33	26	14	39	19	0	28	25	52	33
9	4.10A		FIG 19D		39	40	86	54	35	100	24	75	44	67
10	FIG 19D		4.2E		39	40	71	27	27	50	42	75	52	67
11	4.2E		FIG 19D		64	69	86	54	35	50	64	75	76	100
12	FIG 19D		4.6B		78	77	14	73	50	50	85	75	72	67
13	4.6B		4.11C		59	66	86	56	54	50	51	50	68	67
14	4.6C		4.8A		42	37	100	47	38	50	43	50	40	100
15	4.6A		4.6A		76	87	57	66	50	50	72	0	84	33
16	4.14B		4.14B		58	60	86	46	35	50	62	75	72	33
17	4.14B		4.14B		36	26	71	46	19	50	38	100	32	100
18	4.5A		4.3A	FIG 19E	51	44	100	66	35	0	44	50	58	0
19	4.11C		4.6B	FIG 19E	80	77	71	71	42	0	86	50	88	0
20	4.8A		4.2E		90	92	86	85	81	50	90	50	96	100
21	4.3A	FIG 19E			47	53		47	27		44		36	
22	4.6B	FIG 19D			43	37		47	27		42		52	
23	4.2E				70	74		71	42		67		68	
Average					57	58	67	55	37	42	57	53	62	56

K Reading
TBA# 2

Item Number	TEK	District Average 210	CES		HLES		MFES	SWES
			Campus 62	Spanish 17	Campus 47	Spanish 40	Campus 67	Campus 26
1	K.1F	94	95	94	89	95	97	92
2	K.1C	88	89	76	94	68	83	92
3	K.1D	87	82	65	79	75	96	88
4	K.1E	85	87	71	66	68	93	92
5	K.1B	78	79	82	66	88	85	77
6	K.1B	82	73	59	77	78	91	92
7	K.3A	92	87	82	91	82	96	96
8	K.5A	91	90	100	85	95	93	100
9	K.5A	78	85	59	38	62	88	100
10	K.5A	92	90	100	87	88	95	96
11	K.6A	76	69	94	68	75	81	88
12	K.6A	97	100	88	96	88	93	100
13	K.6A	75	74	18	55	75	80	96
14	K.6B	54	47	29	49	52	59	65
Average		83	82	72	74	77	87	91



1st Grade Reading

Item Number	TEK	Span TEK	District Average 220	CES		HLES		MFES	SWES
				Campus 60	Spanish 26	Campus 57	Spanish 36	Campus 77	Campus 26
1	1.2B	1.2B	73	62	73	63	69	86	85
2	1.2F	1.2F	75	82	73	74	89	74	65
3	1.3iii	1.3C	83	80	73	72	86	90	96
4	1.3D	1.3Ei	59	63	81	47	94	66	50
5	1.3E	1.3Eiii	65	65	69	40	89	75	85
6	1.3B	1.3Eiv	78	78	77	68	94	82	88
7	1.3H	1.2A	76	78	42	49	81	88	96
8	FIG 19B	FIG 19B	80	85	73	70	94	84	77
9	1.9A	1.9A	90	88	85	88	94	96	81
10	1.9A	1.9A	90	92	88	86	75	91	92
11	FIG19E	FIG 19E	85	90	88	74	89	92	73
12	1.9B	1.9B	84	92	96	79	92	92	54
13	1.7A	1.7A	89	83	54	89	86	90	96
14	1.7B	1.7B	91	87	100	84	75	97	96
15	1.4A	1.4A	86	95	65	84	97	86	69
16	1.11A	1.11A	89	92	92	79	94	95	85
Average			80	82	76	71	87	88	80

3rd Grade Reading

TBA# 2

Item Number	TEKS		MOD		District Average 228	CES			HLES		MFES	SWES
						Campus 57	Spanish 19	MOD 4	Campus 60	Spanish 30	Campus 83	Campus 28
1	3.13D	FIG 19D	3.13D	FIG 19D	51	49	42	50	50	47	51	57
2	3.13A		3.13D		72	72	84	50	70	87	70	86
3	3.4B		3.13A		91	95	95	75	95	100	86	93
4	3.4A		3.2B		72	67	89	50	67	73	73	93
5	3.12A		3.13D		82	86	74	75	70	80	81	100
6	3.13D		3.2B		75	79	68	25	60	83	77	89
7	3.2B		3.4B		72	72	68	25	70	67	70	86
8	3.2B		3.4A		76	77	74	50	80	87	70	86
9	3.13B	FIG 19D	3.13C		69	74	68	50	65	70	71	64
10	3.13C		3.12A		69	74	84	50	63	70	70	68
11	3.13D		3.13D	FIG 19D	84	84	58	100	85	60	78	96
12	3.13D		3.4B		80	84	79	75	78	97	75	89
13	3.7A	FIG 19D	3.8A		51	49	0	0	57	17	36	86
14	3.4B		3.7A	FIG 19D	66	70	68	75	55	87	69	71
15	3.8A		3.8A		56	49	74	25	58	57	54	71
16	3.8A		3.4A		60	51	58	75	68	73	57	71
17	3.4A		3.7A		82	84	47	50	73	27	81	96
18	3.7A		3.8B		59	56	68	100	62	57	55	71
19	3.8B		3.7A	FIG 19D	84	88	68	0	75	77	84	93
20	3.7A	FIG 19D	3.7A	FIG 19E	81	81	68	75	73	67	82	93
21	3.7A	FIG 19D	3.2B		64	68	42	50	60	33	59	75
22	3.7A	FIG 19E	3.8A		39	44	11	100	32	20	27	82
23	3.2B		3.5A	FIG 19B	44	54	53	75	33	47	48	36
24	3.8A		3.4B		82	88	84	50	73	93	81	89
25	3.5A	FIG 19D	3.5A		66	65	68	75	58	60	63	93
26	3.4D		3.5A	FIG 19E	54	53	32	75	48	13	43	100
27	3.4B				59	67	74		47	63	60	68
28	3.5A				62	63	68		47	73	63	89
29	3.4A				57	51	58		55	67	54	86

3rd Grade Reading

TBA# 2

30	3.5A	FIG 19E			69	63	74		65	60	72	82
Average					67	68	63	55	63	63	65	82

5th Grade Reading

TBA# 2

Item Number	TEKS		MOD		District Average 289	CES		HLES		MFES		SWES
						Campus 77	MOD 8	Campus 105	MOD 6	Campus 75	MOD 4	Campus 32
1	5.7A		5.7A		74	78	88	65	33	81	75	78
2	5.2B		5.7A		21	16	12	20	33	21	25	34
3	5.11C		5.2B		86	92	38	76	33	91	50	91
4	5.7A		FIG 19D		51	36	62	44	33	68	0	69
5	5.11A	FIG 19E	5.11C		81	83	75	75	0	84	50	88
6	FIG 19D		5.11A	FIG 19E	58	58	88	58	67	60	75	50
7	5.12A		5.12A		54	51	38	51	0	61	25	53
8	5.12A		FIG 19D		44	43	75	39	33	48	25	53
9	5.12A		5.10A		43	47	38	40	0	45	50	41
10	FIG 19D		5.12A		36	27	62	30	33	47	25	47
11	5.12A		5.12A		57	62	62	54	17	53	25	66
12	5.10A		5.12A		74	66	38	69	17	85	25	81
13	5.11C		5.12A		71	78	88	49	50	85	50	94
14	5.11A	FIG 19E	5.2B		61	53	88	57	50	73	75	59
15	5.11D		5.11C		48	48	62	44	50	55	50	47
16	5.11B		5.11A	FIG 19E	48	44	62	47	67	53	50	41
17	5.2B		5.11D		76	74	62	72	17	79	50	88
18	5.13A		5.11B		92	94	50	87	33	97	75	94
Average					59	58	60	54	31	65	44	65

Item Number	TEKS		REG	MOD
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Average				

7th Grade Math
TBA# 2

Item Number	TEK		REG-273	MOD-14
1	7.4A	7.13B	64	43
2	7.6C	7.13C	64	50
3	7.9A	7.13B	61	36
4	7.06A		51	50
5	7.7A		80	71
6	7.7B		89	36
7	7.8A	7.14A	90	71
8	7.8A	7.14A	70	57
9	7.8B		64	29
10	7.9A	7.14A	72	21
11	7.8C	7.13B	71	43
12	7.6B	7.13C	66	36
13	7.7B		82	43
14	7.9A	7.13B	33	7
15	7.9C	7.13B	41	43
16	7.9B	7.14A	63	79
17	7.9C	7.14A	54	50
18	7.7B		87	50
19	7.9C	7.13A	47	21
20	7.2A	7.13B	75	50
21	7.2B	7.13A	78	50
22	7.2D	7.13C	62	43
23	7.2E		82	71
24	7.2G	7.15B	51	36
25	7.3A	7.13A	53	50
26	7.3B		44	0
Average			65	43

8th Grade Math

TBA# 2

Item Number	TEK		REG-245	MOD- 9
1	8.1C		75	44
2	8.7B	8.14B	65	56
3	8.7C	8.15A	56	44
4	8.9A		74	56
5	8.9A	8.14B	61	56
6	8.2B	8.14C	53	22
7	8.7A	8.15A	85	56
8	8.8A	8.14D	44	67
9	8.8B		64	33
10	8.8B	8.14C	49	11
11	8.1D	8.8C	73	89
12	8.8C	8.16B	52	22
13	8.9B		84	67
14	8.10A		44	22
15	8.6B	8.14D	82	56
16	8.6A		73	44
17	8.6B		75	67
18	8.7D	8.16B	71	11
19	8.9B	8.14D	69	22
20	8.6A		85	44
21	8.2A	8.14A	45	22
22	8.3A	8.14A	77	44
23	8.2D	8.14B	31	22
24	8.5A	8.14B	47	22
25	8.1B	8.14B	72	78
Average			64	43

Item Number	RC	TEK	REG 303
1	1	A.1A	71
2	1	A.1C	89
3	2	A.4A	38
4	2	A.4A	74
5	1	A.1D	71
6	2	A.4B	71
7	1	A.1D	78
8	2	A.2A	72
9	2	A.2B	50
10	2	A.2D	64
11	3	A.5C	83
12	3	A.6A	41
13	3	A.6B	68
14	3	A.6B	78
15	1	A.1E	69
16	3	A.6C	50
17	3	A.6D	67
18	3	A.6F	67
19	3	A.6E	76
20	2	A.2C	49
21	2	A.3A	41
22	2	A.4B	45
23	1	A.1E	61
24	3	A.6D	67
25	2	A.4A	69
26	3	A.5B	38
27	2	A.4C	48
Average			62

Item Number	RC	TEK	REG 267
1	5	2A.9D	75
2	5	2A.9F	80
3	5	2A.9A	57
4	5	2A.9B	97
5	5	2A.9C	73
6	5	2A.9G	76
7	2	2A.3A	93
8	2	2A.3A	73
9	2	2A.3B	60
10	2	2A.3B	92
11	2	2A.3C	89
12	2	2A.3C	51
13	2	2A.3B	89
14	1	2A.1A	72
15	3	2A.8A	63
16	3	2A.6C	82
17	3	2A.8D	63
18	4	2A.7A	62
Average			74

Item Number	RC	TEK	REG 244
1	1	G.2B	50
2	2	G.4A	43
3	2	G.5D	37
4	2	G.5A	72
5	2	G.5B	73
6	4	G.9B	72
7	3	G.7C	71
8	4	G.8C	61
9	5	G.11C	77
10	5	G.11A	61
11	4	G.10B	36
12	3	G.7B	52
13	4	G.10A	79
14	5	G.11B	53
15	2	G.5D	60
16	4	G.8C	51
17	3	G.7C	59
18	1	G.1C	67
19	2	G.5A	63
20	1	G.2B	38
Average			58

6th Grade ELA
TBA# 2

Item Number	TEK		REG 259	MOD 18
1	6.6A		68	17
2	6.6	FIG 19D	98	67
3	6.3A		62	56
4	6.8A	FIG 19D	80	28
5	6.6	FIG 19D	59	6
6	FIG 19F		66	44
7	6.4A		67	28
8	6.4	FIG 19D	63	28
9	6.4A	FIG 19D	68	56
10	6.4	FIG 19D	76	44
11	6.4	FIG 19D	76	33
12	6.4	FIG 19D	74	28
13	6.2B		89	
Average			72	36

7th Grade ELA
TBA# 2

Item Number	TEK		REG- 282	MOD- 17
1	7.3C		49	18
2	7.4A		86	35
3	7.4A		50	24
4	7.4	FIG 19D	65	35
5	7.4	FIG 19D	71	41
6	7.8A		65	24
7	7.6	FIG 19E	88	41
8	7.6B		69	41
9	7.6A		69	71
10	7.6	FIG 19D	88	47
11	7.6	FIG 19D	45	47
12	7.6B		83	35
13	7.3A	FIG 19D	72	24
14	7.3	FIG 19D	68	29
15	FIG 19F		61	
16	7.2B		92	
Average			70	36

Item Number	TEK		REG- 274	TEK		MOD - 9
1	8.2A		90	8.10C		56
2	8.10C		84	8.10A		44
3	8.10C		72	8.2A		33
4	8.10A		69	8.10C		67
5	8.7A		34	8.7A		33
6	8.7A		55	8.7A		33
7	8.10C		62	8.7A		44
8	8.7A		59	8.10C		22
9	8.2E		88	8.4A	FIG 19D	44
10	8.4A	FIG 19D	41	8.2B		33
11	8.4A		28	8.4A		11
12	8.3C		81			
13	8.8A	FIG 19D	89			
Average			74			38

Item Number	RC	TEK	REG- 330
1	5	9.16E	92
2	5	9.16A	77
3	5	9.16A	80
4	5	9.16C	69
5	5	9.16E	76
6	5	9.16C	47
7	5	9.16A	15
8	5	9.16D	62
9	5	9.16A	24
10	5	9.16A	44
11	5	9.15Ciii	99
12	5	9.15Ciii	77
13	5	9.15Ciii	36
14	5	9.15Ciii	7
15	1	9.1A	92
16	3	9.9B	81
17	1	9.1B	97
18	3	9.8A	92
19	3	9.8A	40
20	6	9.17Aiii	88
21	6	9.17Aii	82
22	6	9.17Aiii	78
23	3	9.11B	51
24	3	9.11B	82
25	3	9.11A	51
26	3	9.11A	75
27	3	9.12A	70
28	3	9.12D	68
29	2	9.5A	43

30	2	9.5A	75
31	6	9.18A	84
32	6	9.18Bii	65
33	6	9.18Biii	72
34	6	9.19A	69
35	1	9.1B	57
36	2	9.6A	72
37	2	9.10A	74
38	3	FIG 19B	75
39	3	FIG 19B	83
40	3	9.9A	63
41	3	9.9C	54
42	3	9.9B	58
43	2	9.2C	60
Average			64

Item Number	RC	TEK	REG- 303
1	6	10.17C	45
2	4	10.13D	27
3	4	10.13C	77
4	4	10.17Ai	66
5	6	10.19A	60
6	6	10.17Aii	65
7	4	10.13C	27
8	6	10.18Bi	99
9	6	10.18Bi	92
10	6	10.18Bi	56
11	6	10.18Bi	11
12	2	10.3A	83
13	2	10.2C	83
14	1	10.1B	53
15	1	10.1C	22
16	1	10.1A	30
17	1	10.1C	86
18	1	FIG19B	69
19	2	10.7A	66
20	1	10.1C	62
21	1	10.1D	52
22	2	10.2C	20
23	6	FIG19A	52
24	6	FIG 19A	79
25	1	10.1B	46
26	3	10.8A	45
27	1	10.1C	59
28	3	10.9C	77
29	1	10.1A	59
30	3	10.9C	67

ENG II
TBA# 2

31	3	10.9B	46
32	6	FIG 19A	65
Average			57

Item Number	TEK	REG- 269
1	11.7F	93
2	11.6A	88
3	11.7F	86
4	11.6A	93
5	11.11B	85
6	11.11C	84
7	11.10B	81
8	11.11F	75
9	11.10B	87
10	11.7G	83
11	11.12A	78
12	11.6A	89
13	11.7F	88
14	11.7F	76
15	11.7F	83
16	11.11D	87
17	11.11F	80
18	11.11C	74
19	11.7E	87
20	11.12A	81
21	11.7G	92
22	11.10B	68
23	11.11E	83
24	11.7G	85
25	11.12A	80
26	11.13C	84
27	11.13C	90
28	11.2A	98
29	11.3B	89
30	11.3B	91

31	11.3B	91
32	11.3B	92
33	11.3A	88
34	11.3A	73
35	11.3B	87
36	11.3B	86
37	11.2C	79
38	11.2C	87
39	11.3B	81
40	11.3.B	91
41	11.3A	83
42	11.3A	88
43	11.3A	77
44	11.3B	83
45	11.1B	89
Average		84

Item Number	TEKS		REG- 263	MOD- 15
1	6.10B	6.21C	94	60
2	6.11D	6.21E	59	33
3	6.11C	6.21E	81	53
4	6.15F	6.21E	50	13
5	6.19A	6.22A	62	13
6	6.1A		41	53
7	6.7B		28	20
8	6.7B	6.21C	54	27
9	6.7C		65	13
10	6.12A		69	40
11	6.20B		41	47
12	6.8B	6.21B	59	13
13	6.8A	6.23B	75	60
14	6.3C		77	33
15	6.17C		76	53
16	6.7A		84	67
17	6.12A	6.12B	62	40
18	6.16A	6.21C	82	20
19	6.11A	6.21B	51	33
20	6.16A	6.21C	58	47
Average			63	37

Item Number	TEK		REG-277	MOD- 16
1	7.1A	7.2D	84	50
2	7.1C		88	75
3	7.1B	7.21C	62	69
4	7.1C		80	56
5	7.1A	7.21B	65	31
6	7.3A		49	38
7	7.19A		67	56
8	7.3C		85	0
9	7.3C	7.8A	30	44
10	7.3A	7.8A	49	25
11	7.3C	7.21D	75	0
12	7.3C	7.21A	77	31
13	7.3A		72	62
14	7.19A		60	38
15	7.3C		82	50
16	7.3C	7.8A	34	25
17	7.3A	7.8A	84	50
18	7.3C	7.21D	83	62
19	7.3C	7.21A	84	50
20	7.3C	7.21D	67	25
21	7.4A	7.1B	67	38
22	7.4A	7.1B	49	38
23	7.19C		90	81
24	7.2C	7.21B	88	62
25	7.10A	7.21B	82	62
26	7.2C	7.21B	35	19
Average			68	43

Item Number	TEK		REG- 283	MOD- 7
1	8.23E	8.29D	93	100
2	8.22B		55	57
3	8.21B		89	57
4	8.21A		66	29
5	8.19B	8.29C	83	86
6	8.19A		58	57
7	8.17A	8.29A	85	14
8	8.15D	8.29C	73	14
9	8.16A	8.29B	68	43
10	8.15B	8.29B	76	43
11	8.15C		60	71
12	8.4D	8.29C	66	43
13	8.4C	8.29B	69	57
14	8.4B	8.29B	72	43
15	8.1B	8.29C	65	43
16	8.1C		51	43
17	8.15A	8.29B	59	43
18	8.4E	8.29D	76	14
19	8.23E		74	29
20	8.1C		62	29
21	8.5C		71	57
22	8.5D		74	71
23	8.5E		63	14
24	8.6A	8.29C	66	71
25	8.14A	8.29B	36	0
26	8.18A	8.29C	40	0
27	8.18B		70	43
28	8.10B	8.29A	53	43
29	8.3A	8.29B	60	57
30	8.23A	8.29C	63	43

8th SS
TBA# 2

31	8.12B		68	43
Average			66	43

Item Number	TEKS			REG- 323
1	1	WG.1A	WG.21B	82
2	1	WG.1A	WG.21C	72
3	2	WG.5A	WG.21A	76
4	2	WG.6B		87
5	2	WG.6A		74
6	2	WG.7A		72
7	2	WG.7C		88
8	2	WG.7C		85
9	2	WG.9A		19
10	2	WG.9B		56
11	3	WG.16A		61
12	3	WG.16B		52
13	3	WG.16C		89
14	3	WG.16D		78
15	3	WG.17A	WG.21A	61
16	3	WG.17B		64
17	3	WG.17D		91
18	3	WG.18C		83
19	3	WG.17C		72
20		WG.13A	WG.21B	82
21	2	WG.3B		64
22	2	WG.8A		45
23	2	WG.8B	WG.21A	33
24	2	WG.8B		39
25	2	WG.8B		80
Average				68

World HIST
TBA# 2

Item Number	RC	TEK	REG 296
1	3	WH.23A	80
2	1	WH.4J	98
3	1	WH.4D	74
4	5	WH.27A	82
5	1	WH.4E	62
6	1	WH.4K	89
7	1	WH.1D	58
8	1	WH.4F	30
9	1	WH.5B	84
10	3	WH.26A	81
11	1	WH.4G	80
12	1	WH.5A	78
13	3	WH.25C	79
14	5	WH.27C	91
15	5	WH.27E	90
16	1	WH.4A	73
17	1	WH.3B	77
18	3	WH.23B	75
19	1	WH.4C	85
20	1	WH.1C	53
21	4	WH.20C	75
22	1	WH.4H	77
23	1	WH.7E	53
24	3	WH.16B	93
25	1	WH.7D	34
26		WH.16A	57
27	1	WH.3A	72
28	3	WH.24A	48
29	1	WH.4D	98
30	5	WH.17A	10

World HIST
TBA# 2

Average			71
---------	--	--	----

111

Item Number	RC	TEK		REG 173
1	1	UH.2B		75
2	1	UH.5A		68
3	3	UH.23A		42
4		UH.29B		87
5	4	UH.27C		83
6	4	UH.15E		75
7	4	UH.15C		69
8	3	UH.23C		78
9	3	UH.19C		74
10	2	UH.14B		82
11	1	UH.5C		60
12	4	UH.15B		54
13	1	UH.5B		65
14	1	UH.2A		86
15	1	UH.2C		82
16	1	UH.4F		80
17	1	UH.4E		92
18	2	UH.12B		72
19	1	UH.4C		88
20	1	UH.4B		91
21	1	UH.4A		73
22	2	UH.25A		77
23	4	UH.16A		83
24	2	UH.13A		86
25	4	UH.16B		84
26	1	UH.3C	UH.29H	75
27	1	UH.2A		80
28	3	UH.24B		78
29	1	UH.3A		54

US HIST
TBA# 2

30	1	UH.2B		65
Average				75

Item Number	TEKS		REG- 264	MOD- 9
1	6.5C		84	11
2	6.5C		76	22
3	6.5C		81	44
4	6.5C		89	33
5	6.5D		79	44
6	6.9A		73	67
7	6.9A		68	33
8	6.7B		47	11
9	6.9B	6.2E	90	67
10	6.7B		87	67
11	6.7B		72	22
12	6.7A		55	56
13	6.9C		19	11
14	6.9A		84	11
15	6.9A		63	22
16	6.9C	6.2E	80	78
17	6.9B	6.2A	42	44
18	6.5C	6.2E	58	33
19	6.5C	6.2E	81	56
20	6.5D	6.2D	62	56
21	6.4A		60	11
22	6.1A		67	67
23	6.7A	6.2E	51	22
24	6.7A	6.2E	67	22
25	6.5C		73	11
26	6.6A		82	33
27	6.6B		72	56
28	6.6B		36	33
29	6.5A		77	56
30	6.6C		86	44

6th SCI

TBA# 2

Average			55	38
---------	--	--	----	----

Item Number	TEK		REG- 284	MOD-14
1	7.8A	7.8C	55	57
2	7.8A		27	29
3	7.8B		63	36
4	7.8C	7.4A	54	43
5	7.8B	7.2D	75	50
6	7.9B		73	43
7	7.9A		26	29
8	7.9B		81	57
9	7.10B		78	43
10	7.10C		50	21
11	7.10C		77	57
12	7.10B		70	43
13	7.10B		73	29
14	7.10C		69	64
15	7.10C	7.2A	65	50
16	7.8B	7.2E	75	50
17	7.8A		86	79
18	7.10A		77	29
19	7.10A		69	36
20	7.10C		89	57
21	7.10A		83	57
22	7.8C	7.3B	71	79
23	7.9B	7.3B	62	71
24	7.9A	7.2E	89	71
25	7.9A	7.2E	79	43
26	7.9A	7.2E	54	29
27	7.5A	7.3B	62	71
28	7.5A	7.3B	76	43
29	7.6C		65	57
30	7.7A		71	50

7th SCI

TBA# 2

Average			68	49
---------	--	--	----	----

Item Number	TEK		REG- 279	MOD- 9
1	8.6A		41	22
2	8.6A		37	33
3	8.6A		86	44
4	8.6C		92	89
5	8.6C		43	67
6	8.6C		70	33
7	8.6C		83	33
8	8.6C		29	78
9	8.9A	8.3D	56	0
10	8.9A	8.3D	78	33
11	8.9A	8.3A	71	33
12	8.9B	8.3B	91	78
13	8.9B		61	67
14	8.9B		43	44
15	8.9C		53	33
16	8.9C		83	56
17	8.5B		65	44
18	8.5C		89	56
19	8.5D		90	56
20	8.5F		61	22
21	8.9C	8.2D	73	78
22	8.5A	8.3B	87	44
23	8.5E	8.2B	57	11
24	8.6B	8.2D	43	44
25	8.6B	8.2C	62	44
26	8.6B	8.2C	56	33
27	8.2B	8.4A	57	56
28	8.9B		66	44
29	8.9C		59	56
30	8.6A		85	56



8th SCI

TBA# 2

Average			65	46
---------	--	--	----	----

Item Number	RC	TEK		REG- 327
1	1	B.4A		97
2		B.3D		80
3		B.1A		92
4	1	B.4A		74
5	1	B.4A		56
6		B.3D		86
7		B.1B		88
8		B.2B		71
9	1	B.4B	B.5A	67
10		B.3C		83
11	2	B.6E		59
12	1	B.5A		47
13	2	B.6H		54
14	1	B.5A		44
15	1	B.4B		48
16	4	B.9C		89
17	1	B.4B		38
18	1	B.4B		31
19	1	B.9A		61
20	1	B.9A		52
21	1	B.9A		59
22	1	B.9A		43
23	1	B.5A		26
24	1	B.9A		27
25	2	B.6A		63
26	2	B.6A		72
27	2	B.6C		73
28	1	B.4B	B.9B	32
29	4	B.10C		61
30	4	B.10C		75

BIO
TBA #2

31	2	B.10C		45
32	1	B.5A		33
33	2	B.6G		33
34	2	B.6C		42
35	1	B.4B		39
36	1	B.9A		50
37	1	B.4A		57
38	1	B.4A		50
39	1	B.5A		24
40	2	B.6E		68
41	2	B.6F		63
42	2	B.6F		67
43	2	B.6E		52
44	2	B.6C		26
45	2	B.6F		53
46	2	B.6H		42
47	2	B.6C		45
48	2	B.6A		57
49	2	B.6D		71
50	1	B.5C		53
51	2	B.6H		58
52	2	B.6F		63
53	2	B.6H		64
54	2	B.6F		68
55	2	B.6F		82
Average				56

Item Number	RC	TEK	REG 269
1	3	C.7D	82
2	1	C.4B	69
3	2	C.6A	81
4	1	C.4B	40
5	1	C.5A	70
6	3	C.7E	81
7	3	C.7E	66
8	2	C.12A	62
9	2	C.6C	46
10	2	C.6C	46
11	2	C.6B	72
12	1	C.5C	40
13	3	C.7C	62
14	1	C.4A	74
15	1	C.4A	81
16	1	C.4D	84
17	1	C.5B	68
18	1	C.5B	90
19	1	C.5B	77
20	1	C.5B	83
21	1	C.5B	72
22	1	C.5C	52
23	1	C.5C	56
24	1	C.5C	63
25	2	C.6E	46
26	2	C.6E	82
27	3	C.7C	78
28	3	C.7C	77
29	3	C.7C	68
30	3	C.7C	80

CHEM
TBA# 2

31	3	C.7C	44
32	2	C.6E	68
33	3	C.7C	61
34	3	C.7B	74
35	3	C.7B	31
36	3	C.7B	43
37	3	C.7A	42
38	3	C.7A	86
39	3	C.7B	34
40	3	C.7B	69
41	3	C.7B	46
42	3	C.7A	68
43	3	C.7A	35
44	3	C.7B	65
Average			63

Item Number	TEKS			REG- 244
1	1	P.4A	P.2G	59
2	1	P.4C	P.2L	65
3	1	P.4C		56
4	1	P.4B		72
5		P.2H		14
6	1	P.4E		86
7	1	P.4D		6
8	1	P.4D		52
9	3	P.6C		29
10	3	P.6C	P.2L	85
11	3	P.6B	P.2L	73
12	2	P.5A	P.3D	60
13	1	P.4D		28
14	1	P.4D		87
15	1	P.4D	P.2L	91
16	3	P.6C		70
17	3	P.6C		85
18		P.3F		55
19		P.3F		64
20	2	P.5A		59
21	2	P.5A	P.3D	74
22	3	P.6B		77
23	3	P.6B		77
24	3	P.6B		82
25		P.2F		80
26		P.2E	P.2J	82
27		P.2J		83
28		P.2F		92
29	2	P.5B	P.2J	23
30	3	P.6D		45

PHY
TBA# 2

31	3	P.6A	P.2L	22
32	1	P.4A	P.2L	10
33		P.2J	P.2K	87
34		P.2E	P.2F	71
Average				61

TO: Board of Trustees
Dr. Rob O'Connor, Superintendent
FROM: Vicki Crouse, Human Resources Manager
DATE: January 14, 2013
RE: PERSONNEL

Recommendations for 2012-2013 school year

None at this time.

FOR YOUR INFORMATION ONLY

Employment Agreements

<u>Marble Falls High School</u> Kathryn Schumacher	Math	replacing Russell Oertel
<u>Highland Lakes Elementary</u> Krystal Winkler	PE	replacing Marilyn Parmelee

RESIGNATIONS

PROFESSIONAL

None at this time.

PARAPROFESSIONAL

None at this time.

**RECOMMENDATION FORM
TEACHER AND PROFESSIONAL EMPLOYEES**

Name: **Kathryn Schumacher** Grade/Subject area assignments: HS Math

Coaching or other assignments:

New position _____ OR replacement for: Russell Oertel

Background information to the board:

Degree held: B.S. Mathematics College/University: Abilene Christian University

Years of experience: 7 Is this person fully certified in Texas (yes) or no):

If no, please justify:

Does this person meet NCLB highly qualified for this position (yes) or no):

How does this person meet highly qualified? Certification and experience

Brief background on candidate: Has taught math at the middle and high school level; is also certified in business composite and has taught business classes at the high school level; is a MFHS graduate (1988); has served as a long term substitute for a math teacher at MFHS in the past; has tutored all levels of HS math for the past 8 years

References and their comments:

Name: Lonnie Nichols Title: Waxahachie HS Principal

Extremely talented teacher to all levels of students; used many learning techniques to keep her students' learning active; involved in the campus Technology Team who assisted other teachers with computer troubleshooting; hates to lose her and recommends her without reservation

Name: Vanessa Nunnelly Title: Director, ICan Academics & Tutoring

She will succeed in anything that she does because of her character, willingness and overall popularity with students; assisted teachers and students with tutoring opportunities; coordinates student academic & behavior issues with administration and parents; has a heart of service for others

Name: Terri Sellers

Title: Dept. Supervisor, Faith Academy

Consistently pleasant, tackling all assignments with dedication & good attitude; well organized and had long term plans prepared well in advance; good classroom discipline and worked to meet the needs of each student; she is a team player that would be a great asset to any school; highly recommends her for employment

Manuel Lunoff

12/11/2012

Principal/Administrator's signature

Date



12-11-12

Central Office Administrator's signature

Date

**RECOMMENDATION FORM
TEACHER AND PROFESSIONAL EMPLOYEES**

Name: **Krystal Winkler** Grade/Subject area assignments: Physical Education

New position _____ OR replacement for: Marilyn Parmelee

Background information to the board:

Degree held: B.A/B.S. College/University: Angelo State

Years of experience: 7 1/2 years Is this person fully certified in Texas (yes or no): YES

Does this person meet NCLB highly qualified for this position (yes or no): YES

How does this person meet highly qualified? Health and Physical Education – All Level (PK-12)

Brief background on candidate: Krystal is currently employed as the PE teacher at Pat Cooper Elementary School in Georgetown ISD. Her current campus has an enrollment of 520 students with one PE aide. She is a native from Burnet County and wishes to be closer to her work.

References and their comments:

Name: Susan Peacock Title: Principal-Pat Cooper Elementary
-flexible/adaptable -great teacher
-lead teacher for PE inservices -good parent/staff/student relationships
-would hire again

Name: Kristy Schreiber Title: Coach/Teacher-Forbes Middle School
-good relationships with kids -kids love her
-very organized -great Units

Michael Pittard

December 21, 2012

Principal/Administrator's signature

Date



1-8-13

Central Office Administrator's signature

Date