

Agenda of Regular

The Board of Trustees El Campo Independent School District

A Regular of the Board of Trustees of El Campo Independent School District will be held February 25, 2014, beginning at 7:00 PM in the Boardroom, 700 W. Norris, El Campo, TX 77437.

The subjects to be discussed are as listed below.

1. Call to Order/Opening Prayer/Pledge of Allegiance
2. Curriculum and Instruction
 - A. Report on Performance Gaps Between Economically Disadvantaged and Non-Economically Disadvantaged Students on District Common Assessments
 - B. Review Progress on House Bill 5 Graduation Requirements 4
3. Superintendent's Report
4. Adjournment
5. Public Comment
6. Recognition
 - A. Middle School UIL Participants
7. Consent Agenda
 - A. Curriculum and Instruction
 - B. Students
8. Governance
9. Consider Approval of the Minutes 14
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11. Consider Annual Approval of Legal Services Retainer Agreement 19
12. Consider Approval of all Necessary Actions to Order Trustee Election for Saturday, May 10, 2014 29
 - A. Designate Location of Polling Places
 - B. Designate Early Voting Clerk and Presiding Officer
13. Order Trustee Election 31
14. Designate Location of Early Voting Polling Place
15. Set Dates and Times for Early Voting
16. Business and Support Services
 - A. Review RWS Architects' Application for Payments 34
 1. Myatt Elementary School New Proposed Security Entrance 39
 - B. Monthly Review of Checks Written for the Month of January, 2014 42
17. Review Budget Assumptions for 2014-2015 44
18. Review El Campo High School Baseball and Softball Field Complex Construction Progress Meeting Notes for Meetings No. 5 and 6 49
19. Northside Elementary School New Proposed Security Entrance 75
20. Northside Elementary School Canopy Addition 78

21. Consider Approval of Budget Amendment to Move Funds from General Fund Balance to Construction Fund	81
22. Review Change Proposals No. 1 and 2 on the El Campo High School Baseball and Softball Complex	86
23. Review Request for Proposals for Texas Department of Agriculture New Food Service Management Contract	94
24. Monthly Review of Financial Reports	104
25. Personnel	
A. Review of Administrative / Professional Compensation Market Study	112
26. Business and Operations	
A. Review Timelines for Requesting and Accepting Competitive Sealed Proposals for Ricebird Stadium Track Repair, Track Re-Top, and Resurfacing Tennis Courts	120
27. Discuss Possible Issuance of Maintenance Tax Notes to Refund 2005 Maintenance Tax Notes and Add \$1 Million to \$2 Million in New Money	122
28. Consider and Approve Order Authorizing the Issuance of El Campo Independent School District Unlimited Tax Refunding Bonds Series 2014; Setting Certain Parameters for the Bonds; Authorizing the Pricing Officer to Approve the Amount, the Interest Rate, Price, Including the Terms Thereof and Certain Other Procedures and Provisions Related Thereto; Authorizing the Redemption Prior to Maturity of Certain Outstanding Bonds; and Containing Other Matters Related Thereto	147
29. Consider Authorizing the Superintendent to Negotiate a Contract for Construction Manager at Risk for the High School Auditorium Renovations	177
30. Consider Approval of a General Contractor for the Myatt Elementary and Northside Elementary Security Entrances and the Northside Elementary Canopy Projects	219
31. Review General Fund Fund Balance and Discuss Potential Capital Improvement Projects and Projects to be Considered in 2013-2014 Maintenance Department Budget	228
32. Report on Number of Students Enrolled in AP Course, AP Exams Taken, and Exam Scores = 3	231
33. Report on Number of Students Taking Dual Credit Courses and Receiving College Credit (First Semester)	237
34. Review House Bill 5 Community Engagement Component Process	240
35. Governance	
36. Closed Session:	
37. Texas Government Code § 551.074 (1) PERSONNEL MATTERS, to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee	
38. Discuss Employment of Administrative Personnel	
39. Personnel	
40. Consider Approval of Recommendations for Action on Administrators' Contracts	
41. Review Proposed Extra Duty Pay Scale for District Employees	
42. Governance	
A. Activity Calendar	

43. Preliminary Agenda for Regular Meeting on March 25, 2014
 44. Business and Support Services
 45. Report on Foundation School Program State Funding
 46. Personnel
 47. Curriculum and Instruction
 48. Students
 - A. Monthly DAEP Report
 49. Monthly SRO Report
 50. End of Semester Report on Enrollment and Attendance
 51. First Semester Withdrawals
 52. Community and Governmental Relations
 - A. Legislative Update
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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on February 20, 2014.

For the Board of Trustees

Curriculum and Instruction Progress on HB 5 Graduation Requirements

Summary

Among other things, House Bill 5 that was passed last year by the 83rd Legislature made significant changes to provide more flexibility in graduation plans.

On January 31st, the State Board of Education adopted new rules for state graduation requirements creating the Foundation High School Program. In April the SBOE is expected to adopt new rules regarding which courses school districts will be required to offer.

The Commissioner of Education has also adopted a transition plan to replace the current graduation programs (Minimum High School Program, Recommended High School Program, and Distinguished Achievement Program) with the Foundation High School Program beginning with the 2014-2015 school year. Students who are in grades 9, 10, or 11 this year must be given a choice to graduate under the MHSP, RHSP, DAP, or Foundation High School Program.

For this year's graduates only, a fourth year senior who is unable to complete the requirements of one of the current graduation programs (MHSP, RHSP, or DAP) may graduate under the Foundation High School Program.

In addition to the Foundation High School Program, school districts must make available to high school students courses that allow a student to complete the curriculum requirements for at least one endorsement.

Endorsements include:

- STEM (Science, Technology, Engineering and Mathematics)
- Business and Industry
- Public Services
- Arts & Humanities
- Multidisciplinary Studies

A school district that offers only one endorsement curriculum must offer the multidisciplinary studies endorsement curriculum.

Students earn endorsements by successfully completing:

- Curriculum requirements for the endorsement;
- Four credits in mathematics *;
- Four credits in science *; and
- Two additional elective credits

* See "Other Comments and Related Issues"

Beginning in the 2014-2015 school year, a school district must ensure that each student, on entering the ninth grade, indicates in writing an endorsement that the student intends to earn. The district must permit a student to choose, at any time, to earn an endorsement other than the endorsement the student previously selected.

A student may graduate under the Foundation High School Program without earning an endorsement if, after the student's sophomore year:

- (1) The student and the student's parent or person standing in parental relation are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and
- (2) The student's parent or person standing in parental relation files with a school counselor written permission, on a form adopted by the Texas Education Agency, allowing the student to graduate under the Foundation High School Program without earning an endorsement.

ECISD Board Policy	EIF (LEGAL)- ACADEMIC ADHIEVEMENT, GRADUATION
Effective Date	2014-2015 School Year
Previous Board Action	None.
Future Action Expected	The Board will be asked to approve various components of the new high school graduation plans.
Background Information and Significant Issues	<p>Foundation High School Program Statutory Requirements</p> <ul style="list-style-type: none"> ➤ English Language Arts (Four Credits) <ul style="list-style-type: none"> • English I • English II • English III • Advanced English Course <ul style="list-style-type: none"> ○ English IV ○ Independent Study in English ○ Literary Genres ○ Creative Writing ○ Research & Technical Writing ○ Humanities ○ Public Speaking III ○ Oral Interpretation III ○ Debate III ○ Independent Study in Speech ○ Independent Study in Journalism ○ Advance Broadcast Journalism III ○ Advanced Journalism: Newspaper III

- Advanced Journalism: Yearbook III
- AP English Literature and Composition
- IB Language Studies A1 and Higher Level
- Business English
- Communication Applications (must be combined with another half credit from this list)
- Locally developed ELA course or other activity
- College Prep ELA

➤ **Mathematics (Three Credits)**

- Algebra I
- Geometry
- Advanced Mathematics Course
 - Mathematical Models and Applications
 - Mathematical Applications in AFNR
 - Digital Electronics
 - Robotics Programming and Design
 - Algebra II
 - Precalculus
 - AQR
 - Independent Study in Math
 - Discrete Mathematics for Problem Solving
 - AP Statistics
 - AP Calculus AB
 - Algebraic Reasoning (in development for implementation in 2015-2016)
 - AP Calculus BC
 - AP Computer Science
 - IB Mathematical Studies Standard Level (SL)
 - IB Mathematics SL
 - IB Mathematics Higher Level (HL)
 - Engineering Mathematics
 - Statistics & Risk Management
 - Discrete Mathematics for Computer Science
 - Locally developed math course or other activity
 - Mathematics course endorsed by an IHE
 - Statistics (in development for implementation in 2015-2016)

➤ **Science (Three Credits)**

- Biology
- IPC or Advanced Science Course
 - Chemistry
 - AP Chemistry
 - IB Chemistry
 - Physics
 - Principals of Technology
 - AP Physics 1: Algebra-Based
 - IB Physics
- Advance Science Course
 - Chemistry
 - Physics
 - Aquatic Science

- Astronomy
- Earth and Space Science
- Environmental Systems
- AP Biology
- AP Chemistry
- AP Physics 1: Algebra-Based
- AP Physics 2: Algebra-Based
- AP Physics C
- AP Environmental Science
- IB Biology
- IB Chemistry
- Locally developed science course or other activity
- IB Physics
- IB Environmental Systems
- Advanced Animal Science
- Advanced Plant and Soil Science
- Anatomy and Physiology
- Medical Microbiology
- Pathophysiology
- Food Science
- Forensic Science
- Advanced Biotechnology
- Principles of Technology
- Scientific Research & Design
- Engineering Design & Problem Solving
- Principles of Engineering
- Science course endorsed by an IHE

➤ **Social Studies (Three Credits)**

- U.S. History
- U.S. Government (one-half credit)
- Economics (one-half credit)
- World Geography or World History or Combined World History/World Geography (course not developed yet)

➤ **Physical Education (One Credit)**

➤ **Languages Other Than English (Two credits in the same language or computer programming language)**

- Any two levels in the same language
- Two credits in computer programming languages selected from Computer Science I, II, and III (allowable through the 2015-2016 school year)
- If a student, in completing the first credit of LOTE, demonstrates that he/she is unlikely to be able to complete the second credit, the student may substitute another appropriate course as follows:
 - Special Topics in Language and Culture
 - World History or World Geography Studies (provided the student is not required to complete both by the local district)
 - Computer programming languages

- A different language course
- A student, who due to a disability, is unable to complete two credits in the same language in LOTE, may substitute:
 - A combination of two credits from English language arts, mathematics, science or social studies
 - Two credits in career and technical education or technology applications
- The determination regarding a student's ability to complete the LOTE credit requirements will be made by:
 - The student's ARD committee if the student receives special education services; or
 - The committee established for the student under Section 504 Rehabilitation Act of 1973

➤ **Fine Arts (One Credit)**

➤ **Electives (Five Credits)**

Total of 22 Credits

New Speech Requirement. To receive a high school diploma, a student must demonstrate proficiency, as determined by the district in which the student is enrolled, in:

- Delivering clear verbal messages;
- Choosing effective nonverbal behaviors;
- Listening for desired results;
- Applying valid critical-thinking and problem-solving processes; and
- Identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A specific speech course will not be a requirement under the Foundation High School Program.

Endorsements

STEM – A student may earn a STEM endorsement by completing foundation and general endorsement requirements including Algebra II, chemistry, and physics; and:

- A coherent sequence of courses for four or more credits in CTE that consists of a least two courses in the same career cluster including at least one advanced CTE course (any course that is the third or higher course in a sequence).
 - The courses may be selected from courses in all CTE career clusters or innovative course approved by the commissioner of education.
 - The final course in the sequence must be selected from the STEM career cluster.

- A coherent sequence of four credits in computer science selected from the following:
 - Fundamentals of Computer Science
 - Computer Science I
 - Computer Science II
 - Computer Science III
 - AP Computer Science
 - IB Computer Science, Standard Level
 - IB Computer Science, Higher Level
 - Discrete Mathematics for Computer Science
 - Digital Forensics
 - Game Programming and Design
 - Mobile Application Development
 - Robotics Programming and Design
 - Independent Studies of Technology Applications

A student may also earn a STEM endorsement by completing foundation and general endorsement requirements including Algebra II, chemistry, and physics; and:

- A total of five credits in mathematics by successfully completing Algebra I, geometry, Algebra II, and two additional mathematics courses for which Algebra II is a prerequisite;
- A total of five credits in science by successfully completing biology, chemistry, physics, and two additional science courses;
- In addition to Algebra II, chemistry, and physics, a coherent sequence of three additional credits from no more than two of the areas previously discussed.

Business & Industry – A student may earn a business and industry endorsement by completing foundation and general endorsement requirements; and:

- A coherent sequence of courses for four or more credits in CTE that consists of a least two courses in the same career cluster including at least one advanced CTE course (any course that is the third or higher course in a sequence).
 - The courses may be selected from courses in all CTE career clusters or innovative course approved by the commissioner of education.
 - The final course in the sequence must be selected from one of the following CTE career clusters:
 - Agriculture, Food, & Natural Resources
 - Architecture & Construction
 - Arts, Audio/Video Technology, & Communication
 - Business Management & Administration
 - Transportation, Distribution, & Logistics
 - Marketing
 - Information Technology
 - Manufacturing
 - Hospitality & Tourism
 - Finance

- Four English elective credits by selecting three levels in one of the following areas:
 - Advanced broadcast journalism
 - Advanced journalism: newspaper
 - Advanced journalism: yearbook
 - Public speaking
 - Debate

A student may also earn a business and industry endorsement by completing foundation and general endorsement requirements; and:

- Four technology applications credits by selecting from the following:
 - Digital Design and Media Production
 - Digital Art and Animation
 - 3-D Modeling and Animation
 - Digital Communications in the 21st Century
 - Digital Video and Audio Design
 - Web Communications
 - Web Design
 - Web Game Development
 - Independent Study in Evolving/Emerging Technologies
- A coherent sequence of four credits from all the above.

Public Services – A student may earn a public services endorsement by completing foundation and general endorsement requirements; and:

- A coherent sequence of courses for four or more credits in CTE that consists of a least two courses in the same career cluster including at least one advanced CTE course (any course that is the third or higher course in a sequence).
 - The courses may be selected from courses in all CTE career clusters or innovative course approved by the commissioner of education.
 - The final course in the sequence must be selected from one of the following CTE career clusters:
 - Education & Training
 - Government & Public Administration
 - Health Services
 - Human Services
 - Law, Public Safety, Corrections, & Security
 - Four courses in Junior Reserve Officer Training Corps (JROTC)

Arts & Humanities – A student may earn an arts and humanities endorsement by completing foundation and general endorsement requirements; and:

- A total of five social studies courses

- Four levels of the same language in a language other than English
- Two levels of the same language in a language other than English and two levels of a different language in a language other than English
- Four levels of American Sign Language
- A coherent sequence of four credits by selecting courses from one or two categories or disciplines in fine arts or innovative courses approved by the commissioner
- Four English elective credits by selecting from the following:
 - English IV
 - Independent Study in English
 - Literary Genres
 - Creative Writing
 - Research and Technical Writing
 - Humanities
 - Advanced Placement English Literature and Composition; or
 - International Baccalaureate Language Studies A1 Higher Level; or
 - Communication Applications

Multidisciplinary Studies – A student may earn a multidisciplinary studies endorsement by completing foundation and general endorsement requirements; and:

- Four advance courses that prepare a student to enter the workforce successfully or postsecondary education without remediation from within one endorsement area or among endorsement areas that are not in a coherent sequence
- Four credits in each of the four foundation subject areas to include English IV and chemistry and/or physics
- Four credits in Advanced Placement, International Baccalaureate, or dual credit selected from English, mathematics, science, social studies, economics, languages other than English, or fine arts

Student and Public Benefit	The new HB 5 graduation requirements provide students with much more flexibility than the current “four by four” curriculum in the MHSP, RSHP, and DAP.
Procedural and Reporting Implications	None..
Public Comments	None.
Alternatives	None.

Other Comments and Related Issues

Fourth Mathematics Credit to Earn an Endorsement

- Algebra II
- Precalculus
- Advanced Quantitative Reasoning
- Independent Study in Math
- Discrete Mathematics for Problem Solving
- AP Statistics
- AP Calculus AB
- AP Calculus BC
- AP Computer Science
- Math Models (for the 2014-2015 school year only)
- Algebraic Reasoning (in development for implementation in 2015-2015)
- IB Mathematical Studies Standard Level (SL)
- IB Mathematics SL
- IB Mathematics Higher Level (HL)
- IB Further Mathematics HL
- Engineering Mathematics
- Statistics & Risk Management
- Discrete Mathematics for Computer Science
- Locally developed math course or other activity
- Mathematics course endorsed by an IHE
- College Prep Math
- Statistics (in development for implementation in 2015-2016)

Fourth Science Credit to Earn an Endorsement

- Chemistry
- Physics
- Aquatic Science
- Astronomy
- Earth and Space Science
- Environmental Systems
- AP Biology
- AP Chemistry
- AP Physics 1: Algebra-Based
- AP Physics 2: Algebra-Based
- AP Environmental Science
- IB Biology
- IB Chemistry
- IB Physics
- IB Environmental Systems
- Advanced Animal Science
- Advanced Plant and Soil Science
- Anatomy and Physiology
- Medical Microbiology
- Food Science
- Forensic Science
- Advanced Biotechnology
- Principles of Technology
- Scientific Research & Design

- Engineering Design & Problem Solving
- Principles of Engineering
- Science course endorsed by an IHE

Distinguished Level of Achievement

A student may earn distinguished level of achievement by successfully completing:

- A total of four credits in mathematics, which must include Algebra II
- A total of four credits in science
- The remaining curriculum requirements
- The curriculum requirements for a least one endorsement

A student must earn distinguished level of achievement to be eligible for top 10% automatic admission.

Performance Acknowledgements

A student may earn performance acknowledgment:

- For outstanding performance
 - In a dual credit course
 - In bilingualism and biliteracy
 - On an AP test or IB exam
 - On the PSAT, the ACT-Plan, the SAT, or the ACT
- For earning a nationally or internationally recognized business or industry certification or license

Attachments

None.

Contact Person(s)

Kelly Waters, Assistant Superintendent of Curriculum and Instruction

Carolyn Gordon, Executive Director of Special Programs and Accountability

Action Required

No action required.

Superintendent's Recommendation

This is an information item only.

Mark Pool, Superintendent of Schools

Agenda Item Summary Sheet (4 A.1)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

Consent Agenda: Governance	Minutes of Previous Meetings A. January 28, 2014 – Regular Meeting
Summary	According to policy BE (LOCAL), BOARD MEETINGS, MINUTES, board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.
ECISD Board Policy	BE (LOCAL), BOARD MEETINGS
Effective Date	February 25, 2014.
Previous Board Action	The Board approves minutes at each regular monthly meeting.
Future Action Expected	The Board approves minutes at each regular monthly meeting.
Background Information and Significant Issues	None.
Fiscal Impact	None.
Student and Public Benefit	An accurate record of all discussions and actions by the Board of Trustees is maintained.
Procedural and Reporting Implications	After approval minutes are filed with the official records of the District.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.

Attachments

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

1. Regular Meeting – January 28, 2014 at 7:00 p.m.

Contact Person(s)

Dianne Cerny, Executive Secretary

Action Required

Motion, second and majority vote to approve the minutes.

**Superintendent's
Recommendation**

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

Mark Pool, Superintendent of Schools

**MINUTES OF THE BOARD OF TRUSTEES
EL CAMPO INDEPENDENT SCHOOL DISTRICT
January 28, 2014**

The Board of Trustees of the El Campo Independent School District met in a Regular Session January 28, 2014 at the El Campo Independent School District Administration Office, 700 W Norris Street, El Campo, Texas.

MEMBERS PRESENT: Tommy Turner, Ralph Novosad, David Hodges, Cecil Davis, J. J. Croix

MEMBERS ABSENT: Timothy Supak, James Russell

OTHERS PRESENT: Mark Pool, Dianne Cerny, Becky Popp, Clark Popp, Kyle Poenitsch, Todd Fuechec, Kaitlyn Davlin, Marshall Mach, Tyler Farrar, Brianna Bauer, Colton Drutilik, Katelyn Krutilek, Matt Nelson, Steven Gonzales, Bailey Popp, Kayla Matthews, Amanda Zbroil, Randie Hlavaty, Brittany Graham, Shea Slattery, Krystana Stavinola, Danielle Valenta, Kyler Valenta, Michelle Sutton, Alexis Vick, Lothario Pratt, Ashley R. Schmidt, Matthew Zahn

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

PUBLIC COMMENT: Mark Pool reported on the Public Hearing for Highly Qualified Staff Certification that all teachers are Highly Qualified.

RECOGNITION: Scott Peters outlined the achievements of the El Campo FFA Leadership Development Teams. Team members introduced themselves and their area of participation.

The Board took a recess at 7:26.

The Board returned to Open Session at 7:32.

School Board Recognition Month – Recognize School Trustees for their Service: Mr. Pool presented each board member a plaque and recognized the Board for their service.

CONSENT AGENDA: A motion was made by Ralph Novosad and seconded by David Hodges to approve the consent agenda:

- A. Governance
 - 1. Consider Approval of the Minutes
 - a. November 19, 2013 – Special Meeting for FIRST Rating
 - b. December 17, 2013 – Regular Meeting
 - c. January 21, 2014 Special Meeting
 - 2. Consider Approval of 2014 – 2015 School Calendar
- B. Business and Support Service
 - 1. Report on High School Baseball and Softball Field Complex Construction Progress Meeting
 - 2. Review Applications and Certifications for Payment on the High School Baseball and Softball Field Complex

3. Consider Approval of Budget Amendment to Appropriate Money for the New High School Baseball and Softball Field Complex
 4. Consider Approval of District Investment Officers
 5. Consider Annual Approval of Sources of Investment Officer Training
 6. Consider District Investment Policies
 7. Review of Monthly Financial Reports
 8. Review of Checks Written for the Month of December
- C. Personnel
1. Review of Superintendent Compensation Market Study
- D. Curriculum and Instruction
- E. Students

Motion carried by a 5 – 0 vote with Trustees Ralph Novosad, David Hodges, Cecil Davis, Tommy Turner and J. J. Croix in favor and Trustees James Russell and Timothy Supak being absent.

BUSINESS AND OPERATIONS

DISCUSS “SHORT LIST” OF CANDIDATES FOR THE HIGH SCHOOL AUDITORIUM RENOVATION PROJECT CONSTRUCTION MANAGER AT RISK: Mr. Pool and the Board discussed the “Short List” of five candidates for the High School Auditorium Renovation Project.

DISCUSS FUNDING OF CURRENT AND PROPOSED PROJECTS FROM FUND BALANCE: Mr. Pool and the Board discussed funding of current and proposed projects from Fund Balance.

CURRICULUM AND INSTRUCTION

GOVERNANCE

CONSIDER ACTION ON SUPERINTENDENT’S CONTRACT: A motion was made by Ralph Novosad and seconded by David Hodges to approve extending the Superintendent’s Contract for one year until June 30, 2017 and compensation to be considered at a later date when considering other employee compensation. Motion carried by a 5 – 0 vote with Trustees Ralph Novosad, David Hodges, Cecil Davis, Tommy Turner and J. J. Croix in favor and Trustees James Russell and Timothy Supak being absent.

CLOSED SESSION

EXECUTIVE SESSION: The president of the Board called for an Executive Session in accordance president of the Board called for an Executive Session in accordance with Texas Government Code § 551.074 (1) PERSONNEL MATTERS, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a Public Officer or Employee. The Board entered Executive Session at 8:40 p.m. and reconvened in Open Session at 9:10 p.m.

1. Discuss Action on Superintendent’s Contract

PERSONNEL

SUPERINTENDENT'S REPORT

- A. Governance
 - 1. Preliminary Agenda for January 21, 2014
 - 2. January Activity Calendar
- B. Business and Support Services
- C. Personnel
- D. Curriculum and Instruction
- E. Students
 - 1. Monthly DAEP Report
 - 2. Monthly SRO Report
- F. Community and Governmental Relations
 - 1. Legislative Update

There being no further discussion, the meeting adjourned at 9:12 p.m.

DRAFT

PRESIDENT

SECRETARY

Agenda Item Summary Sheet (4 A.2)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

**Consent Agenda:
Governance**

Legal Services Retainer Agreement

Summary

According to LEGAL policy, the purchasing requirements of Education Code Section 44.031 do not apply to a contract for professional services rendered, including the services of an attorney. Contracts for these professional services shall be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.002, 2254.003(a)*

The Board has had a Legal Services Retainer Agreement with Walsh, Anderson, Gallegos, Green, and Trevino, P.C. (formerly *Walsh, Anderson, Brown, Schulze & Aldridge, P.C.*) since 2002. The annual retainer fee is \$1,000 and is billed each year on the anniversary of the District joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$210/hour for associates licensed less than one year, \$220/hour for associates licensed one or two years, \$255/hour for associates licensed over two years, or \$275/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of contract, grievance, nonrenewal, review of construction documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses.

ECISD Board Policy

CH (LEGAL), PURCHASING AND ACQUISITION

Effective Date

February 25, 2014

Previous Board Action

The Board previously approved the Legal Services Retainer Agreement with the Walsh-Anderson firm.

Future Action Expected

Annually the Board will consider the renewal of the Legal Services Retainer Agreement.

Background Information and Significant Issues	None.
Fiscal Impact	\$1,000
Student and Public Benefit	Tax dollars are saved by being able to obtain certain legal services under a retainer agreement.
Procedural and Reporting Implications	Following approval by the Board, a contract will be signed and returned to Walsh, Anderson, Gallegos, Green & Trevino P.C.
Public Comments	None.
Alternatives	Seek another law firm.
Other Comments and Related Issues	None
Attachments	<ul style="list-style-type: none"> • Copy of Letter re: Renewal of Membership in Independent Retainer Program • Copy of Legal Services Retainer Contract • Copy of Fee Schedule • Benefits of Walsh-Anderson Retainer Program
Contact Person(s)	Mark Pool, Superintendent of Schools
Action Required	Motion, second and majority vote to approve the Legal Services Retainer Agreement with <i>Walsh, Anderson, Gallegos, Green and Trevino, P.C.</i>
Superintendent's Recommendation	<p>I recommend you approve the Legal Services Retainer Agreement with <i>Walsh, Anderson, Gallegos, Green and Trevino, P.C.</i> as part of the consent agenda.</p> <p>Mark Pool, Superintendent of Schools</p>

WALSH, ANDERSON,
GALLEGOS, GREEN
and TREVIÑO, P.C.

ATTORNEYS AT LAW

February 1, 2014

VIA FIRST CLASS MAIL

Mr. Robert Mark Pool
Superintendent
El Campo ISD
700 West Norris Street
El Campo, Texas 77437

RE: Renewal of Membership in Walsh Anderson's Retainer Program

Dear Mr. Pool:

It's hard to believe another year has gone by but once again it is time to renew El Campo Independent School District's membership in the Walsh Anderson Retainer Program. To that end, enclosed with your monthly statement, you will find our Legal Services Retainer Agreement and our invoice for membership in our Retainer Program. As you know, this valuable program includes the following benefits for just \$1,000.00 per year:

- Unlimited free telephone consultation with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Anderson products such as The Legal Guide to DAEP & Expulsion, Extracurricular Code of Conduct, and A Campus Guide to Response to Intervention,
- A free subscription to our bi-monthly general education newsletter "Time Out with Walsh Anderson,"
- A free subscription to our monthly special education newsletter "This Just In," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description.

Centennial Towers
505 E. Huntland Dr., #600
Austin, Texas 78752

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30²¹ YEARS

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PUBLIC EDUCATION

Telephone : 512.454.6864
Fax : 512.467.9318
www.WalshAnderson.com

We enjoy working with El Campo Independent School District and hope the district will continue its membership in our retainer program. Many districts have adopted the Texas Association of School Boards' policy BDD (local) which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the advice you need, when you need it. Should you have any questions about the Retainer Agreement or wish to reach me directly, please feel free to contact me at (800) 232-9169.

Sincerely,

A handwritten signature in black ink that reads "Paige Kyle". The signature is written in a cursive, flowing style.

Paige C. Kyle

PCK/mk

Enclosures

cc: Mr. Thomas Turner, Board President
Mr. Dan Hammock, Director of Special Education
(not including billing statement
or email update form)

The El Campo Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh, Anderson, Gallegos, Green & Treviño, P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication *This Just In*, dealing with special education law issues, and the bi-monthly general school law publication *Time Out with Walsh Anderson*, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or

work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.

Executed this 25th day of February, 2014.

EL CAMPO INDEPENDENT SCHOOL DISTRICT

By: Robert Mark Pool
(Signature)

Robert Mark Pool
(Print Name)

Superintendent of Schools
(Title)

WALSH, ANDERSON, GALLEGOS, GREEN & TREVIÑO, P.C.

By: _____
Oscar G. Treviño
Managing Shareholder

WALSH, ANDERSON,
GALLEGOS, GREEN
and TREVIÑO, P.C.

ATTORNEYS AT LAW

WALSH ANDERSON E-MAIL UPDATE FORM

El Campo ISD

The Walsh Anderson E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Anderson.

Below is the list of personnel and/or Board of Trustees you previously provided us. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

<u>Name</u>	<u>Title</u>	<u>E-mail</u>
Mr. Robert Mark Pool	Superintendent	mpool@ecisd.org
Mr. Thomas Turner	Board President	
Mr. Dan Hammock	Director of Special Education	dhammock@ecisd.org
Ms. Carolyn Gordon	Executive Director of Federal Programs & Compliance	cgordon@ecisd.org
Mr. David Bright	Assistant Superintendent of Finance	dbright@ecisd.org
Ms. Dianne Cerny	Executive Secretary	dcerny@ecisd.org
Ms. Joyce Supak	Finance/Bookkeeper	jsupak@ecisd.org
Ms. Melissa Koop Kelly Waters	Assistant Superintendent of Curriculum & Instruction	mkoop@ecisd.org kwaters@ecisd.org
Ms. Terese Faas	Human Resources Coordinator	tfaas@ecisd.org

Attach additional sheets if necessary. Please return this form to Diana Stangl. If you have any questions or need additional information, please contact Diana at (800) 252-3405.

VIA FAX
(512) 467-9318

VIA MAIL
Diana Stangl
Walsh Anderson
P.O. Box 2156
Austin, TX 78768

VIA E-MAIL
info@wabsa.com

WALSH, ANDERSON,
GALLEGOS, GREEN
and TREVIÑO, P.C.

ATTORNEYS AT LAW

FEE SCHEDULE AS OF JULY 16, 2013
LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$210/hour for associates licensed less than one year, \$220/hour for associates licensed one to two years, \$255/hour for associates licensed over two years, or \$275/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$210/hour for associates licensed less than one year, \$220/hour for associates licensed one to two years, \$275/hour for associates licensed over two years, or \$295/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.

WALSH, ANDERSON,
GALLEGOS, GREEN
and TREVIÑO, P.C.

ATTORNEYS AT LAW

BENEFITS OF THE WALSH ANDERSON RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides unlimited telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 11 free hours of telephone consultation. That is a \$2,800 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Anderson attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional work that goes beyond general telephone consultations, such as analyzing documents, writing opinion letters, or attending school board meetings. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Anderson Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

- (1) the informative bi-monthly newsletter "*Time Out with Walsh Anderson*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
- (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Anderson sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are

designed to keep you informed and better prepared in your work for the District. In 2012 we sent over 12 updates, including:

- A summary of the new anti-bullying and harassment policies prepared by TASB Policy Services
- Attorney General Opinion clarifying a new law concerning school district employees and charitable contributions
- Maintaining your district's right to use the power of eminent domain
- Information on student and employee issues brought on by Hurricane Isaac
- Changes in the law regarding truancy and measures districts need to take
- The effect of the federal Deferred Action for Childhood Arrivals program on school districts
- Evaluating Appraised Value Limitation Tax Agreements
- Information on year end election deadlines

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH ANDERSON INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH ANDERSON PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
 - Interactive Student Code of Conduct
 - Discipline Guide for DAEP & Expulsion
 - Student Dress Code
 - Extracurricular Code of Conduct
 - Student Activities Guide
 - Administrator's Anti-Bullying Toolkit
 - A Campus Guide to Response to Intervention
 - 504/ADA Guide for Services to Students
 - Tax Ratification Elections: The Roles & Responsibilities of Board Members & Employees
 - School District Bond Elections: The Roles & Responsibilities of Board Members & Employees
7. **ONE FREE AUDIO CONFERENCE DURING THE 2013-2014 SCHOOL YEAR:** In recognition of the tough economic times facing school districts, this year we are also offering our retainer clients one free audio conference of the District's choice, to be selected from the calendar for the 2013-2014 school year. Our audio conferences provide excellent training for school administrators without having to leave the district.

Agenda Item Summary Sheet (4 A.3)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

**Consent Agenda:
Governance**

Order Trustee Election for Saturday, May 10, 2014, and All Matters Pertaining Thereto

Summary

February is the month to order the annual trustee election.

The following is a list of actions that need to take place in order to order the annual trustee election to be held on May 10, 2014:

1. Order the trustee election to be held on May 10, 2014, from 7:00 a.m. to 7:00 p.m. for the purpose of electing / re-electing trustees for Position No. 6, currently held by Tommy Turner, and Position No. 7, currently held by Timothy Supak.
2. Designate the location of the polling places to be:
 - (a) Precinct No. 1 – El Campo City Hall Council Chambers, 315 E. Jackson, El Campo, TX; and
 - (b) Precinct No. 2 – Glen Flora Fire Station, 131 S. Bridge, Glen Flora, TX.
3. Designate the location of the early-voting polling place to be the Wharton County Library-El Campo Branch, 200 W. Church St., El Campo, TX;
4. Set the dates and time for early voting to be each week day from 8:00 a.m. to 5:00 p.m. beginning on Monday, April 28, 2014, and ending on Friday, May 2, 2014.

In addition, early voting will be conducted between the hours of 7:00 a.m. and 7:00 p.m. on Monday, May 5, 2014, and Tuesday, May 6, 2014.

5. Designate the early voting clerk as Wharton County Elections Administrator, Audrey Wessels; and presiding officer as Board of Trustees Secretary, David Hodges.

ECISD Board Policy

BBA (LEGAL), BOARD MEMBERS: ELIGIBILITY / QUALIFICATIONS

BBB (LEGAL), BOARD MEMBERS: ELECTIONS

BBB (LOCAL), BOARD MEMBERS: ELECTIONS

Effective Date

Spring 2014 election. [See separate document identifying key dates.]

Previous Board Action	The Board annually calls the Trustee Election at the regular meeting in February.
Future Action Expected	Votes will be canvassed at a meeting between May 13th and May 21st, 2014. The regular meeting for the month is scheduled for Tuesday, May 20, 2014.
Background Information and Signification Issues	None.
Fiscal Impact	Approximately \$5,097.00
Student and Public Benefit	Election of Trustees to govern and oversee the management of the District.
Procedural and Reporting Implications	The Order of Election will be filed in the Board Minutes, and Notice of Election will be posted in usual posting places.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> (1) Order of Regular Election (2) Memorandum from David Bright re: Approval of Election Workers for May 10, 2014 School Board Election (3) Memorandum from David Bright re: summary of "key dates" for the 2014 election
Contact Person(s)	David Bright, Assistant Superintendent for Finance
Action Required	Motion, second and majority vote to order a trustee election for May 10, 2014 and all matters pertaining thereto.
Superintendent's Recommendation	<p>I recommend you order the Trustee Election for May 10, 2014, and all matters pertaining thereto as part of the Consent Agenda.</p> <p>Mark Pool, Superintendent of Schools</p>

ORDER OF REGULAR ELECTION

An election is hereby ordered to be held on Saturday, May 10, 2014, for the purpose of electing to the Board of Trustees of the El Campo Independent School district, two (2) trustees for a 3-year term, for Positions #6 and #7.

The first day to file for a place on the ballot is January 29, 2014. The filing deadline for candidates is 5:00 P.M. on February 28, 2014. Filings for candidates will be accepted by either Dianne Cerny or Kim Wood, at the ECISD Administration Office, 700 West Norris Street, El Campo, Texas.

The polling places are as follows:

- Precinct No. 1: El Campo City Hall Council Chambers
315 E. Jackson, El Campo, Texas
- Precinct No. 2: Glen Flora Fire Station
131 S. Bridge, Glen Flora, Texas

Polls open at 7:00 A.M. and close at 7:00 P.M. on Saturday, May 10, 2014.

Early voting by personal appearance will be conducted at the following location:

Wharton County Library-El Campo Branch, 200 W. Church St., El Campo, Texas

Early voting will be conducted between the hours of 8:00 A.M. and 5:00 P.M. beginning on Monday, April 28, 2014, and ending on Friday, May 2, 2014. In addition, early voting will be conducted between the hours of 7:00 A.M. and 7:00 P.M. on Monday, May 5, 2014, and Tuesday, May 6, 2014.

Applications for ballots by mail shall be mailed to:

Ms. Audrey Wessels, Early Voting Clerk
Wharton County Elections Dept.
P. O. Box 390
Wharton, Texas 77488

Applications for ballots by mail must be received no later than the close of business on May 1, 2014.

Issued this the 25th day of February 2014.

Signature of Presiding Officer

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

February 25, 2014

Board of Trustees
El Campo Independent School District
700 West Norris Street
El Campo, Texas 77437

RE: Approval of Election Workers for May 10, 2014 School Board Election

Dear Board Members:

Once again it is time to begin preparations for the ECISD Board of Trustees Election to be held on May 10, 2014. Listed below are the recommendations for the election workers for this election:

- Ms. Audrey Wessels, Elections Administrator for Wharton County, is recommended for **early voting clerk** for this election.
- Mr. David Hodges is recommended for the **presiding officer**.

The Election Administrator is authorized to hire the judges and alternate judges for the election pursuant to section 6 of the Election Service Contract with Wharton County.

If there are any questions, or if additional information is desired, please contact me at your convenience.

Sincerely,



David Bright
Assistant Superintendent for Finance

DB/js

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

February 25, 2014

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

Dear Board Members:

Listed below is a summary of "key dates" regarding the 2014 Board of Trustees Election for the El Campo Independent School District:

January 29 th		First day to file
February 28 th	5:00 p.m.	Last day to file
March 3 rd		Conduct drawing for position on ballot
April 10 th		First day for notice of election to be published
April 28 th		First day of early voting by personal appearance
May 6 th		Last day of early voting by personal appearance
May 10 th		Election Day
May 13 th – 21 st		Meeting to be scheduled to canvass votes

Contested Positions: **3-Year Term** **3-Year Term**
 Position #6 **Position #7**

Please contact me at your convenience if I can be of further assistance.

Sincerely,



David Bright
Assistant Superintendent for Finance

DB/js

Agenda Item Summary Sheet (4 B.3)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda
Business and Support
Services**

Review of Invoices from RWS Architects, Inc.

Summary

Although payments to RWS Architects, Inc. are in accordance with their contract with the district, applications for payment are presented for review each month as a part of the Consent Agenda.

Application for Payment No. 1 – Myatt Elementary School New Proposed Security Entrance

Invoice No. 8205 dated January 31, 2014, is for \$4,781.25. This amount is for basic professional services through 100% completion of the Schematic Design, Design Development, Design Documents, and Construction Documents.

Application for Payment No. 2 Reimbursement – Myatt Elementary School New Proposed Security Entrance

Invoice No. 8208 dated January 31, 2014, is for \$743.56. This amount is a reimbursement for printing and reproduction payable to A&E Products Co. A&E Invoice No. I95270

Application for Payment No. 1 – Northside Elementary School New Proposed Security Entrance

Invoice No. 8206 dated January 31, 2014, is for \$6,862.50. This amount is for basic professional services through 100% completion of Schematic Design, Design Documents, and Construction Documents.

Application for Payment No. 2 Reimbursement – Northside Elementary School New Proposed Security Entrance

Invoice No. 8209 dated January 31, 2014, is for \$798.36. This amount is a reimbursement for printing and reproduction payable to A&E Products Co. A&E Invoice No. I95249.

Application for Payment No. 1 – Northside Elementary Canopy Addition

Invoice No. 8027 dated January 31, 2014, is for \$7,875.00. This amount is for basic professional services through 100% completion of Schematic Design, Design Documents, and Construction Documents.

Application for Payment No. 2 Reimbursement – Northside Elementary School Canopy Addition

Invoice No. 8210 dated January 31, 2014, is for \$629.22. This amount is a reimbursement for printing and reproduction payable to A&E Products Co. A&E Invoice No. I95262.

ECISD Board Policy

CH (LOCAL) PURCHASING AND ACQUISITION, PURCHASING AUTHORITY

Effective Date

February 25, 2014.

Previous Board Action

On November 20, 2007, the Board approved RWS Architects, Inc. as the design firm for the El Campo High School Addition and Renovations to Existing Science Building. Contract negotiations between ECISD and RWS Architects began, and the district's attorney authorized the superintendent to sign the contract on November 30, 2007.

Language in this contract provides for RWS to do miscellaneous projects for the district. Current projects are being done under that contract provision.

Applications for Payment are in accordance with Article 11.2 of this contract between the owner and the architect.

Future Action Expected

The Board will review Applications for Payment from RWS Architects as a part of the Consent Agenda each month throughout the duration of the construction projects.

Background Information and Significant Issues

Myatt Elementary School New Proposed Security Entrance

This Application for Payment is for professional services through 100% completion of the Construction Documents Phase. Fees are still outstanding for the Bidding Phase, which is 5% of total fee; and the Construction Phase, which is 20% of the total fee.

RWS has earned 75% of their fee for this project, which is estimated to be \$6,375.00 (7.5% of the Estimated Construction Cost at \$85,000.00). Fee will be adjusted to final construction cost.

Payment Recap for Myatt Elementary School New Proposed Security Entrance

Date Submitted	Application for Payment No.	Invoice No.	Amount	Earned to Date	Balance to Finish
Fee at 7.5% of Construction Costs					\$6,375.00
1/31/14	1	8205	\$4,781.25	\$4,781.25	\$1,593.75

Recap of Reimbursable Expenses Paid for Myatt Elementary School New Proposed Security Entrance

Date	Application for Payment No.	Invoice No.	Amount	Paid to Date
1/31/14	2 REIM	8208	\$743.56	\$743.56

Northside Elementary School New Proposed Security Entrance

This Application for Payment is for professional services through 100% completion of the Construction Documents Phase. Fees are still outstanding for the Bidding Phase, which is 5% of total fee; and the Construction Phase, which is 20% of the total fee.

RWS has earned 75% of their fee for this project, which is estimated to be \$9,150.00 (7.5% of the Estimated Construction Cost at \$122,000.00). Fee will be adjusted to final construction cost.

Payment Recap for Northside Elementary School New Proposed Security Entrance

Date Submitted	Application for Payment No.	Invoice No.	Amount	Earned to Date	Balance to Finish
Fee at 7.5% of Construction Costs					\$9,150.00
1/31/14	1	8206	\$6,862.50	\$6,862.50	\$2,287.50

**Recap of Reimbursable Expenses Paid for Northside Elementary School
New Proposed Security Entrance**

Date	Application for Payment No.	Invoice No.	Amount	Paid to Date
1/31/14	2 REIM	8209	\$798.36	\$798.36

Northside Elementary School Canopy Addition

This Application for Payment is for professional services through 100% completion of the Construction Documents Phase. Fees are still outstanding for the Bidding Phase, which is 5% of total fee; and the Construction Phase, which is 20% of the total fee.

RWS has earned 75% of their fee for this project, which is estimated to be \$10,500.00 (7.5% of the Estimated Construction Cost at \$140,000.00). Fee will be adjusted to final construction cost.

Payment Recap for Northside Elementary School Canopy Addition

Date Submitted	Application for Payment No.	Invoice No.	Amount	Earned to Date	Balance to Finish
Fee at 7.5% of Construction Costs					\$10,500.00
1/31/14	1	8207	\$7,875.00	\$7,875.00	\$2,625.00

**Recap of Reimbursable Expenses Paid for Northside Elementary School
Canopy Addition**

Date	Application for Payment No.	Invoice No.	Amount	Paid to Date
1/31/14	2 REIM	8210	\$629.22	\$629.22

Student and Public Benefit	Monthly review of the Applications for Payment from the district's architect insures accounting transparency for the public on these projects.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Applications for Payment No. 1 and No. 2 REIM for the Myatt Elementary School New Proposed Security Entrance • Applications for Payment No. 1 and No. 2 REIM for the Northside Elementary School New Proposed Security Entrance • Applications for Payment No. 1 and No. 2 REIM for the Northside Elementary Canopy Addition
Contact Person(s)	David Bright, Assistance Superintendent of Finance and Operations
Action Required	None.
Superintendent's Recommendation	No action required. Mark Pool, Superintendent of Schools

RWS Architects Invoice

To: **El Campo ISD**
 700 West Norris Street
 El Campo, Texas 77437

Attention: **Mr. Mark Pool, Superintendent**

Project: **Myatt Elementary School New Proposed Security Entrance**

Project No.: 1392

Date: January 31, 2014

Invoice No.: 8205

RWS Application for Payment No.: 1

Fee Basis: 7.5% of Final Construction Cost

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

Four Thousand Seven Hundred Eighty One & 25/100 Dollars **\$4,781.25**

The amount of the invoice is calculated as follows:

For Professional Services through 100% Completion of Construction Documents Phase

Estimated Construction Cost.....	\$85,000.00
Fee %	7.5%
Fee	\$ 6,375.00
Percent Complete	x 75.0%
Fee Earned	\$ 4,781.25
Less Previous Payment	0.00
TOTAL AMOUNT DUE THIS INVOICE	<u>\$ 4,781.25</u>

THANK YOU

	<u>Percentage Of Total Fee By Phase</u>	<u>Degree of Completion of Phase</u>	<u>Percentage of Total Fee Earned</u>
SD	15%	100%	15%
DD	20%	100%	20%
CD	40%	100%	40%
Bidding	5%	100%	0%
Construction	20%	0%	0%
	<u>100%</u>		<u>75%</u>

Payable at the offices of:

RWS ARCHITECTS Invoice

To: **El Campo ISD**
700 West Norris Street
El Campo, Texas 77437
Attention: **Mr. Mark Pool, Superintendent**
Project: **Myatt Elementary School New Proposed Security Entrance**
Project No.: 1392

Date: January 31, 2014
Invoice No.: 8208
RWS Application for Payment No.: 2 REIM
Fee Basis: At Cost
You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

Seven Hundred Forty Three & 56/100 Dollars **\$743.56**

The amount of the invoice is calculated as follows:

Printing and Reproduction - Payable to A&E Products Co.

A&E Invoice I95270: 22 sets of Project Manuals and Drawings for El Campo ISD, Plan Rooms, and Bidders (see attached A&E invoice) - Payable to A&E Products Co.\$743.56

Total - A&E Products Company, Inc.\$743.56

THANK YOU

Payable at the offices of:

Agenda Item Summary Sheet (4 B.8)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Review of Checks Written – January 2014

Summary

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

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

These bills have already been paid, and were previously authorized by the Board when you adopted the 2013-2014 General Operating Budget.

ECISD Board Policy

None.

Effective Date

January 31, 2014

Previous Board Action

Approval of 2013-2014 General Operating Budget on September 27, 2013 authorizing the expenditure of funds.

Future Action Expected

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

**Background Information and
Significant Issues**

None.

Fiscal Impact

Historical comparison of monthly check totals:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
September	\$655,949.80	\$629,351.65	\$591,106.98	\$629,530.76	\$695,282.94
October	\$970,451.63	\$640,667.05	\$655,040.01	\$710,446.37	\$894,925.72
November	\$750,661.87	\$865,783.43	\$718,579.69	\$716,741.33	\$880,283.81
December	\$853,561.12	\$720,971.25	\$355,804.15	\$620,159.58	\$741,092.88
January	\$880,591.27	\$747,638.61	\$701,991.20	\$771,487.77	\$828,457.21
Total	\$4,111,215.69	\$3,604,411.99	\$3,022,522.03	\$3,448,365.81	\$4,040,042.56
March	\$694,107.70	\$704,337.28	\$656,212.94	\$635,776.11	
April	\$846,903.79	\$656,212.94	\$554,991.73	\$561,416.91	
May	\$758,644.83	\$620,111.02	\$891,849.50	\$894,796.41	
June	\$718,912.56	\$736,989.79	\$751,699.54	\$1,003,320.40	
July	\$718,935.08	\$658,378.35	\$762,236.64	\$966,194.37	
August	\$1,463,086.35	\$1,172,766.92	\$798,167.33	\$796,743.84	

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

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues None.

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

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

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

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

Business and Operations 2014-2015 Budget Assumptions and Priorities

Summary As we begin to think about the development of our FY2014-2015 general operating budget, there are certain assumptions that must be made; e.g.,

- What will the district's tax base and taxable values be?
- What rate of tax collection can be expected?
- What will the refined ADA that is necessary for calculating state funding be?
- What will the proposed tax rate be?
- Will there be any salary increases, and if so how much?
- What capital expenditures are necessary?

These assumptions will all change as we gain more information and the budget development process continues.

ECISD Board Policy None.

Effective Date FY 2014-2015

Previous Board Action The Board annually reviews the assumptions that will be used for development of the next year's general fund operating budget.

Future Action Expected The Board annually reviews the assumptions that will be used for development of the next year's general fund operating budget.

Background Information and Significant Issues See attached information from David Bright.

Fiscal Impact None.

Student and Public Benefit The development of a realistic general operating budget.

Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Memorandum from David Bright outlining some of the current assumptions that are being made in the development of the FY2014-2015 general operating budget.
Contact Person(s)	David Bright, Assistance Superintendent of Finance and Operations
Action Required	None.
Superintendent's Recommendation	This is an information item only. No action required. Mark Pool, Superintendent of Schools

TO: Mark Pool, Board of Trustees

FROM: David Bright

SUBJECT: **2014-2015 BUDGET ASSUMPTIONS**

Each year we try to make assumptions based on issues that could impact the coming school year budget. The following information is what we know at this time. Change will occur before the 2014-2015 Budget is approved in August 2014.

TAXABLE VALUES

Each year, the State Comptroller’s office is required by law to present an annual Property Value Study (Study) to the Legislature. The Study, conducted by the Property Tax Division (PTD), draws heavily on information obtained from the school district and the local County Appraisal District (CAD). Each year before February 1, the Comptroller’s office estimates, and certifies to the Commissioner of Education, the preliminary total taxable value of property for each school district based on the Study as required by Section 403.302 of the Government Code. This begins a process that allows each District to review the Study and to protest it if necessary.

In July 2013, Chief Appraiser, Tylene Gamble certified values at \$1,099,507,749. This represented an increase of \$15,586,856 in value for the district from the prior year’s certification. In February 2014, we were notified by the CPTD that we had been assigned the local value of \$1,159,280,279 for 2013.

According to the CAD, they were able to meet the states requirement of falling within the Confidence Interval for two consecutive years. This is important because we are, as a result, “in grace” for the 2014 tax year. No matter what happens in 2013, TEA will have to use the CPTD value assigned for state funding purposes.

	<u>2011</u>	<u>2012</u>	<u>2013</u>
CAD Local Certified Value	\$1,064,125,826	\$1,083,920,893	\$1,099,507,749
Increase/Decrease		\$ 19,795,067	\$ 15,586,856
CPTD Value Assigned	\$1,113,342,043	\$1,140,632,303	\$1,159,280,279
Increase/Decrease		\$ 27,290,260	\$ 18,647,976

VALUE CATEGORIES

	<u>2012 Assigned Value</u>	<u>2013 Assigned Value</u>	<u>Difference</u>
A. Single-Family Residences	481,803,654	494,076,230	12,272,576
B. Multifamily Residences	9,792,567	9,657,737	-134,830
C. Vacant Lots	21,478,457	25,452,408	3,973,951
C2. Colonia Lots	0	0	0
D. Rural Real (Taxable)	172,286,436	73,073,013	-99,213,423
D2. Real Prop Farm & Ranch	0	7,325,933	7,325,933
E. Real Prop NonQual Acres	0	93,510,605	93,510,605
F1. Commercial Real	117,564,976	126,828,421	9,263,445
F2. Industrial Real	8,762,732	8,806,439	43,707
G. Oil, Gas, Minerals	215,091,285	163,073,221	-52,018,064
J. Utilities	115,902,252	129,875,878	13,973,626
L1. Commercial Personal	61,404,858	66,898,911	5,494,053
L2. Industrial Personal	73,720,766	93,950,782	20,230,016
M. Other Personal	1,853,728	1,851,055	-2,673
N. Intangibles Pers/Uncert	0	0	0
O. Residential Inventory	416,691	435,141	18,450
S. Special Inventory	5,043,039	6,676,012	1,632,973

TAX COLLECTIONS (Excluding Delinquent Taxes)

Currently 2013-14 collections are running slightly ahead of 2012-13 collections for the first quarter of the collection year. As of January 31, 2014, the District's tax collections totaled \$11,717,537 or 84.25% of the Adjusted Tax Levy. At this time last year we had collected 83.67% of the Adjusted Tax Levy. As always we expect current year collections to top out above the 97 percent level by year end.

<u>Year</u>	<u>Adjusted Levy</u>	<u>Collected</u>	<u>Percent</u>
2002-2003	\$10,175,818	\$ 9,613,665	94.48%
2003-2004	\$ 9,621,452	\$ 9,341,768	97.09%
2004-2005	\$10,883,496	\$10,614,929	97.51%
2005-2006	\$11,903,452	\$11,628,695	97.69%
2006-2007	\$16,009,118	\$15,683,404	97.97%
2007-2008	\$12,371,025	\$12,038,345	97.31%
2008-2009	\$13,003,365	\$12,662,310	97.60%
2009-2010	\$13,166,956	\$12,794,273	97.17%
2010-2011	\$13,369,858	\$13,086,844	97.88%
2011-2012	\$13,378,158	\$13,107,950	97.98%
2012-2013	\$13,624,501	\$13,330,620	97.84%
2013-2014	\$13,907,824	\$11,717,537	84.25%*

* as of 1/31/14

REVENUE

Below is a breakdown of our revenue as reported in our Audit Reports for the past five years.

Where does our revenue come from?

	<u>Local</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$15,923,753	41.9	5.9
2009-2010	\$15,326,499	39.8	-3.8
2010-2011	\$15,631,275	40.6	2.0
2011-2012	\$15,685,700	43.5	.3
2012-2013	\$16,323,548	45.8	4.1
	<u>State</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$17,359,816	44.6	1.6
2009-2010	\$16,653,168	43.3	4.1
2010-2011	\$16,896,114	43.9	.6
2011-2012	\$16,059,732	44.5	-5.0
2012-2013	\$14,986,152	42.0	-6.7
	<u>Federal</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$ 4,753,948	12.5	40.4
2009-2010	\$ 6,513,470	16.9	37.0
2010-2011	\$ 5,967,926	15.5	-1.4
2011-2012	\$ 4,312,068	12.0	-27.7
2012-2013	\$ 4,369,645	12.2	1.3
	<u>Total</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$38,037,517	100.0	7.1
2009-2010	\$38,493,137	100.0	1.2
2010-2011	\$38,495,315	100.0	.005
2011-2011	\$36,057,500	100.0	-6.3
2012-2013	\$35,679,345	100.0	-1.0

AVERAGE DAILY ATTENDANCE - ADA

Below is a breakdown of Refined ADA and Attendance Rates for the first, second, and third six weeks periods.

<u>Year</u>	<u>Six Weeks Refined ADA</u>	<u>Percent</u>
2013-2014	1 st 3,401.9	96.7%
	2 nd 3,364.8	95.5%
	3 rd 3,342.1	94.6%

Prior Year's Attendance Rates

<u>Year</u>	<u>Year End Refined ADA</u>	<u>Percent</u>
2006-2007	3,189.7	95.5%
2007-2008	3,203.1	95.4%
2008-2009	3,200.4	95.3%
2009-2010	3,223.7	95.2%
2010-2011	3,265.2	95.5%
2011-2012	3,272.8	95.6%
2012-2013	3,277.0	95.0%

TAX RATE

Each year the rate needed to equal the prior year's budget level is the first consideration. As always, property values play a big part in any projection. Without knowing what changes may or may not occur from the state it is difficult to predict what may happen. In August 2013, the Board of Trustees approved a Tax Rate of \$1.19569 (\$1.04005 M&O and \$.15564 for I&S).

<u>Year</u>	<u>M&O</u>	<u>I&S</u>	<u>Total</u>
2003-2004	1.50	.0433	1.5433
2004-2005	1.3775	.0389	1.4164
2005-2006	1.3956	.0410	1.4366
2006-2007	1.27747	.15270	1.43017
2007-2008	1.04005	.11791	1.15796
2008-2009	1.04005	.15212	1.19217
2009-2010	1.04005	.14904	1.18909
2010-2011	1.04005	.15485	1.19490
2011-2012	1.04005	.16312	1.20317
2012-2013	1.04005	.15610	1.19615
2013-2014	1.04005	.15564	1.19569

SALARY INCREASES

Mr. Pool submits information each year to the Board of Trustees beginning in February. Below is a schedule based on what we have done in the past.

February 2014	Administrators
March 2014	Teachers
April 2014	Paraprofessionals/Manual Trades
May 2014	Final Recommendation to Board

**Consent Agenda
Business and Support
Services**

Report on High School Baseball and Softball Fields Complex
Construction Progress Meeting

Summary

Progress Meeting No. 5 was held on January 30, 2014; and Progress Meeting No. 6 was held on February 13, 2014. The following is a list of the work completed and the projected work reviewed and discussed at each meeting:

Progress Meeting No. 5 – January 30, 2014

Work Completed

1. Storm water system 95% complete
2. Drilled footings at dugouts 85% complete
3. Slab on grade at ticket booth and pavilion complete
4. Concrete formwork at concessions bldg 90% complete
5. Select fill at girls batting cages complete
6. Drilled footings at girls batting cages ongoing
7. Backstop netting column support installation 50% complete
8. Girls softball dugout foundation prep 50% complete

Projected Work

1. Complete drilled footings at dugouts
2. Complete drilled concrete footings at girls batting cages
3. Complete girls softball dugout foundation prep
4. Pour slab on grade at girls softball dugouts
5. Begin outfield fence post installation at softball field
6. Begin grade beam excavation at boys baseball field dugouts
7. Complete installation of backstop netting support columns

Progress Meeting No. 6 – February 13, 2014

Work Completed

1. Storm water system 95% complete
2. Drilled footings at dugouts complete
3. Drilled footings at girls batting cage complete
4. Backstop netting column support installation complete
5. Girls softball dugout concrete foundations 75% complete
6. Boys baseball dugout concrete foundations complete
7. Concrete formwork at concessions bldg 90% complete
8. Concrete grade beam excavation at concessions ongoing
9. Concrete reinforcing steel fab at concessions 80% complete
10. Outfield fence post installation at girls softball 75% complete
11. Outfield fence post installation at boys baseball 35% complete
12. Concrete formwork at baseball batting cage 90% complete

Projected Work

1. Pour first base dugout foundation at girls softball
2. Complete foundation prep / reinforcing steel at concessions bldg
3. Pour concrete foundation at concessions bldg
4. Complete outfield post and concrete curb at girls softball
5. Outfield fence post installation at boys baseball ongoing
6. Begin concrete foundation for backstop / trench drain at softball
7. Begin spec-brick installation at dugouts

ECISD Board Policy

None.

Effective Date

January 30th and February 13th, 2014

Previous Board Action

During the construction phase of this project we will designate a section of the consent agenda each month to review and/or discuss construction issues.

Future Action Expected

During the construction phase of this project we will designate a section of the consent agenda each month to review and/or discuss construction issues.

Background Information and Significant Issues

The following Change Proposals have been approved / pending:

- **No. 1** - Provide deletion of dug-out storage buildings. Provide storage at batting cages. Add \$696.00.
- **No. 2** – Provide relocation of chain link fencing from baseball batting cages to outfield fence along swale and sidewalk. No Charge.
- **No. 3** – Reduce length of the raised section of outfield fence by 40 ft at Boys' Baseball Field. Deduct (\$5,200.00)
- **No. 4** – Provide hydromulch in lieu of solid sod at commons areas. Deduct (\$17,517.25).
- **No. 5** – Install Owner provided drinking fountains at dugouts. Deduct (\$1,772.00)

Total Change Orders to Date..... (\$23,793.25)

Fiscal Impact

The Guaranteed Maximum Price for this project is \$2,386,707.00, which includes the following allowances:

- Graphics/ Front Entry.....\$4,000.00
- Materials Testing / Survey\$19,000.00
- **TOTAL\$23,000.00**

- Total Change Proposals Approved..... \$696.00
- Pending Change Proposals (\$24,489.25)
- **Remaining Allowances Balance..... \$46,793.25**

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

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues None.

- Attachments**
- Construction Project Meeting No. 5, January 30, 2014
 - Construction Project Meeting No. 6, February 13, 2014

Contact Person(s) Mark Pool, Superintendent of School

Action Required No action required.

Superintendent's Recommendation Information only.

Mark Pool, Superintendent of Schools



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

Date: Thursday, January 30, 2014

El Campo Independent School District
New Baseball - Softball Complex

Time: 10:00 AM

Location: PCI Job Trailer

PROGRESS MEETING NO. 5

AGENDA

1. Review Previous Weeks Meeting Minutes
 - a. Status of action items
 - b. Comments or Changes

2. Review Logs - Discuss Outstanding Issues
 - a. RFI Logs
 - b. Submittal Logs
 - c. Minor Changes & Clarifications
 - d. Change Proposal Request & Change Proposals
 - e. Allowance Expenditure Authorizations

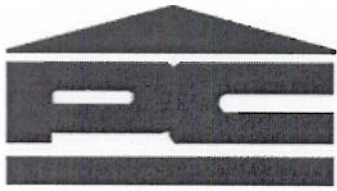
3. Review Schedule
 - a. Review work progress since previous meeting
 - b. Overall construction schedule and 3 week look ahead
 - c. Identify any material delivery issues or issues that may create delays
 - d. Change Proposal Request & Change Proposals

4. Review Field and Quality Control Issues
 - a. Previous week activity: Observations, problems, conflict, field directives
 - b. Schedule pre-installation conferences this week
 - c. Schedule inspections this week
 - d. Other issues and questions

5. New Issues
 - a. Polasek Construction, Inc.
 - b. El Campo Independent School District
 - c. RWS Architects, Inc.

6. Scheduled Meetings
 - a. Progress Meeting Number 06 to be held date to be determined
at the PCI job trailer.

P.O. BOX 64, EL CAMPO, TEXAS 77437
(979) 543-9708 FAX: (979) 543-2081



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

MEETING MINUTES

Date of Issue: 01/29/14

Date of Meeting: 01/16/14

Place of Meeting: Athletic Complex - Job Trailer

Time of Meeting: 10:00 AM

Subject: Progress Meeting # 04

Present:

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

Distribution: All Attendees

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

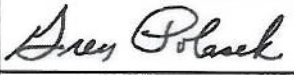
Item No.	Item Description	Responsibility	Due Date	Status
1.0 Mtg	<u>PREVIOUS ISSUES:</u>			
1	1.02 ECISD requested a CP for elimination of the dug-out storage buildings and placement of such on the south end of the baseball field batting cages. Elimination of curbs and interior fencing shall also be included as part of this change. PCI submitted pricing. Malcolm to provide documentation for signature based upon discussion. Malcolm to provide.	RWS / PCI	ASAP	Open
3	3.01 Mark requested input team members as to a possible change in the shape of the boys baseball field. After discussion, possible change in grades as well as lighting layout would increase cost rather than reduce cost. Decision to remain as is.			Closed
	3.02 Discussion was held concerning possible value engineering items. PCI to keep an open CPR log with possible options. 1) Reduce length of high fence at boys baseball field by 40', 2) Provide hydromulch in lieu of grass at common areas, 3) Owner provided drinking fountains.	PCI		Open

Item No.	Item Description	Responsibility	Due Date	Status
2.0	<p><u>A. CONSTRUCTION PROGRESS:</u></p> <ol style="list-style-type: none"> 1. Storm water system 90% complete 2. Final Layout of dugouts complete 3. Drilled footings at dugouts 60% complete 4. Concrete formwork at Concessions bldg 90% complete 5. Concrete formwork at Ticket / Pavillion complete 6. Concrete reinforcing farication at Ticket / Pavillion complete 7. Select fill at Girls batting cages ongoing 8. Backstop netting column support installation ongoing 9. Spec-brik delivery complete 10. 11. 12. <p><u>B. PROJECTED WORK:</u></p> <ol style="list-style-type: none"> 1. Complete drilled footings at dugouts 2. Begin grade beam excavation / prep at dugouts 3. Pour foundations at Ticket / Pavillion 4. Drill concrete footings at Batting Cages 5. Begin outfield fence post installation at both fields 6. Begin concrete prep at Concession Bldg. 7. 8. 9. 10. 11. 12. 			
3.0	<p><u>C. MATERIALS DELIVERY ISSUES / DELAYS:</u></p> <ol style="list-style-type: none"> 1. <p><u>FIELD ISSUES AND QUALITY CONTROL:</u></p> <ol style="list-style-type: none"> 1. <p><u>Comments related to construction activity</u></p> <p><u>Scheduled pre-installation conferences:</u></p> <ol style="list-style-type: none"> 1. 			
4.0	<p><u>DOCUMENT STATUS LOGS:</u></p> <p><u>Submittal Log reviewed with the following comments:</u></p> <p>Outstanding:</p> <p>Current:</p>			
4.1	<p><u>RFI Log reviewed:</u></p> <p>None</p>			
4.2	<p><u>CPR / AEA Log reviewed:</u></p> <p>Outstanding: None</p> <p>Current:</p> <p><u>Note:</u></p> <p><u>Minor Changes and Clarifications:</u> None</p>			

Item No.	Item Description	Responsibility	Due Date	Status
5.0 Mtg 4	<u>NEW ISSUES</u> 4.01 Discussion concerning hardware. Owner requested Falcon locksets with keying and cores by Owner. Verification of style and compatibility to be verified with Jeff Balcar. 4.02 Metal roofing color was selected to be Hartford Green at standing seam applications and Fern Green at R-Panel applications on open framing. 4.03 Location of alternate stall in womens restroom to be relocated by Malcolm to allow for required door size and swing. 4.04	PCI RWS / PCI		Closed Closed Closed

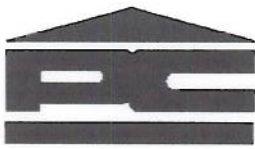
Next Team Meeting TBD

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



 Greg Polasek
 Project Manager
 Polasek Construction, Inc.

END OF MINUTES



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

El Campo Independent School District Baseball - Softball Athletic Complex

Project Overview

Meeting Location:	PCI Job Trailer	Date:	1/30/2014
	El Campo, Texas	Time:	10:00 AM

1. SCHEDULE AND PROGRESS:

A. WORK COMPLETED

1. Storm water system 95% complete
2. Drilled footings at dugouts 85% complete
3. Slab on grade at Ticket booth and Pavillion complete
4. Concrete formwork at Concessions bldg 90% complete
5. Select fill at Girls batting cages complete
6. Drilled footings at Girls batting cages ongoing
7. Backstop netting column support installation 50% complete
8. Girls softball dugout foundation prep 50% complete
- 9.
- 10.
- 11.
- 12.

B. PROJECTED WORK:

1. Complete drilled footings at dugouts
2. Complete drill concrete footings at Girls Batting Cages
3. Complete Girls softball dugout foundation prep
4. Pour slab on grade at Girls softball dugouts
5. Begin outfield fence post installation at softball field
6. Begin grade beam excavation at Boys baseball field dugouts
7. Complete installation of backstop netting support columns
- 8.
- 9.
- 10.
- 11.
- 12.

2. FIELD ISSUES

A. OUTSTANDING

- 1.
- 2.

B. CURRENT

1. Toilet partition color
2. Casework color
- 3.

Baseball – Softball Athletic Complex – Progress Report Photos



1. Foundation preparation at Softball Dugout



2. Softball field backstop netting supports



3. Baseball batting cage concrete formwork



4. Entry pavilion concrete foundation



5. Ticket booth concrete foundation

CHANGE PROPOSAL REQUEST LOG

Project: El Campo ISD
Baseball and Softball Complex
Project No. 1388
1/30/14

Architect: RWS Architects
Contractor: Polasek Construction, Inc.



SUMMARY (ALLOWANCES)

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

\$ 23,000.00

TOTAL ALLOWANCE AMOUNT

CPR TOTAL APPROVED TO DATE **\$696.00**
REMAINING BALANCE AFTER APPROVED CPRs \$ 22,304.00

TOTAL ESTIMATED/ PENDING CPRs **(\$24,489.25)**
REMAINING BALANCE AFTER PENDING AND APPROVED CPRs \$ 46,793.25



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

Date: Thursday, February 13, 2014

El Campo Independent School District
New Baseball - Softball Complex

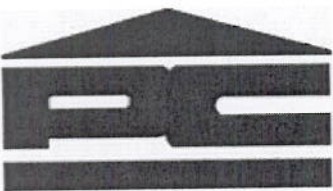
Time: 3:30 PM

Location: ECISD Admin. Building

PROGRESS MEETING NO. 6

AGENDA

1. Review Previous Weeks Meeting Minutes
 - a. Status of action items
 - b. Comments or Changes
2. Review Logs - Discuss Outstanding Issues
 - a. RFI Logs
 - b. Submittal Logs
 - c. Minor Changes & Clarifications
 - d. Change Proposal Request & Change Proposals
 - e. Allowance Expenditure Authorizations
3. Review Schedule
 - a. Review work progress since previous meeting
 - b. Overall construction schedule and 3 week look ahead
 - c. Identify any material delivery issues or issues that may create delays
 - d. Change Proposal Request & Change Proposals
4. Review Field and Quality Control Issues
 - a. Previous week activity: Observations, problems, conflict, field directives
 - b. Schedule pre-installation conferences this week
 - c. Schedule inspections this week
 - d. Other issues and questions
5. New Issues
 - a. Polasek Construction, Inc.
 - b. El Campo Independent School District
 - c. RWS Architects, Inc.
6. Scheduled Meetings
 - a. Progress Meeting Number 07 to be held on Thursday, February 27, 2014 at the PCI job trailer.



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

MEETING MINUTES

Date of Issue: 02/13/14
Date of Meeting: 01/30/14
Place of Meeting: Athletic Complex - Job Trailer
Time of Meeting: 10:00 AM
Subject: Progress Meeting # 05
Present: Mark Pool, Superintendent El Campo ISD
 Jeff Balcar El Campo ISD
 Tim Supak El Campo ISD - Trustee (absent)
 Malcolm Gaus RWS Architects, Inc.
 Greg Polasek Polasek Construction, Inc.
 Tyler Williams Polasek Construction, Inc. (absent)
 Kevin Stehling Polasek Construction, Inc.
 Brent Bubela El Campo Little League
 Pat Krpec El Campo Little League (absent)

Distribution: All Attendees

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

Item No.	Item Description	Responsibility	Due Date	Status
1.0 Mtg 1	PREVIOUS ISSUES:			
1.02	ECISD requested a CP for elimination of the dug-out storage buildings and placement of such on the south end of the baseball field batting cages. Elimination of curbs and interior fencing shall also be included as part of this change. PCI submitted pricing. Malcolm to provide documentation for signature based upon discussion. Malcolm to provide.	RWS / PCI	ASAP	Closed
3.02	Discussion was held concerning possible value engineering items. PCI to keep an open CPR log with possible options. 1) Reduce length of high fence at boys baseball field by 40', 2) Provide hydromulch in lieu of grass at common areas, 3) Owner provided drinking fountains. <i>Malcolm to provide.</i>	PCI		Closed
4 4.01	Discussion concerning hardware. Owner requested Falcon locksets with keying and cores by Owner. Verification of style and compatibility to be verified with Jeff Balcar.	PCI		Closed
4.02	Metal roofing color was selected to be Hartford Green at standing seam applications and Fern Green at R-Panel applications on open framing.			Closed
4.03	Location of alternate stall in womens restroom to be relocated by Malcolm to allow for required door size and swing.	RWS / PCI		Closed

Item No.	Item Description	Responsibility	Due Date	Status
2.0	<p><u>A. CONSTRUCTION PROGRESS:</u></p> <ol style="list-style-type: none"> 1. Storm water system 95% complete 2. Drilled footings at dugouts 85% complete 3. Slab on grade at Ticket booth and Pavillion complete 4. Concrete formwork at Concessions bldg 90% complete 5. Select fill at Girls batting cages complete 6. Drilled footings at Girls batting cages ongoing 7. Backstop netting column support installation 50% complete 8. Girls softball dugout foundation prep 50% complete 9. 10. 11. 12. <p><u>B. PROJECTED WORK:</u></p> <ol style="list-style-type: none"> 1. Complete drilled footings at dugouts 2. Complete drill concrete footings at Girls Batting Cages 3. Complete Girls softball dugout foundation prep 4. Pour slab on grade at Girls softball dugouts 5. Begin outfield fence post installation at softball field 6. Begin grade beam excavation at Boys baseball field dugouts 7. Complete installation of backstop netting support columns 8. 9. 10. 11. 12. 			
3.0	<p><u>C. MATERIALS DELIVERY ISSUES / DELAYS:</u></p> <ol style="list-style-type: none"> 1. <p><u>FIELD ISSUES AND QUALITY CONTROL:</u></p> <ol style="list-style-type: none"> 1. <p><u>Comments related to construction activity</u></p> <p><u>Scheduled pre-installation conferences:</u></p> <ol style="list-style-type: none"> 1. 			
4.0	<p><u>DOCUMENT STATUS LOGS:</u></p> <p><u>Submittal Log reviewed with the following comments:</u></p> <p>Outstanding:</p> <p>Current:</p>			
4.1	<p><u>RFI Log reviewed:</u></p> <p>None</p>			
4.2	<p><u>CPR / AEA Log reviewed:</u></p> <p>Outstanding: None</p> <p>Current:</p> <p><u>Note:</u></p> <p><u>Minor Changes and Clarifications:</u> None</p>			

Item No.	Item Description	Responsibility	Due Date	Status
5.0 Mtg 5	<u>NEW ISSUES</u> 5.01 Discussion concerning color selections: Malcolm to provide preliminary selections for approval by ECISD 5.02 5.03 5.04	PCI / RWS		Closed

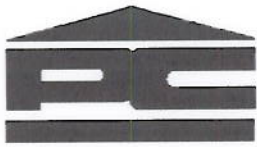
Next Team Meeting TBD @ 10:00 am at the PCI Job Trailer

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

Greg Polasek

Greg Polasek
 Project Manager
 Polasek Construction, Inc.

END OF MINUTES



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

El Campo Independent School District Baseball - Softball Athletic Complex

Project Overview

Meeting Location:	ECISD Administration El Campo, Texas	Date:	2/13/2014
		Time:	3:30 PM

1. SCHEDULE AND PROGRESS:

A. WORK COMPLETED

1. Storm water system 95% complete
2. Drilled footings at dugouts complete
3. Drilled footings at Girls batting cage complete
4. Backstop netting column support installation complete
5. Girls softball dugout concrete foundations 75% complete
6. Boys baseball dugout concrete foundations complete
7. Concrete formwork at Concessions bldg 90% complete
8. Concrete grade beam excavation at Concessions ongoing
9. Concrete reinforcing steel fab at Concessions 80% complete
10. Outfield fence post installation at Girls softball 75% complete
11. Outfield fence post installation at Boys baseball 35% complete
12. Concrete formwork at baseball batting cage 90% complete

B. PROJECTED WORK:

1. Pour 1st base dugout foundation at Girls softball
2. Complete foundation prep / reinforcing steel at Concession Bldg.
3. Pour concrete foundation at Concession Bldg.
4. Complete outfield fence post and concrete curb at Girls softball
5. Outfield fence post installation at Boys baseball ongoing
6. Begin concrete foundation for backstop / trench drain at softball
7. Begin spec-brik installation at dugouts
- 8.
- 9.
- 10.
- 11.
- 12.

2. FIELD ISSUES

A. OUTSTANDING

- 1.
- 2.

B. CURRENT

1. Toilet partition color
2. Casework color
3. Paint color

Baseball – Softball Athletic Complex – Progress Report Photos



1. Wood truss delivery / Concession and Front Entry



2. Wood truss delivery / Concession and Front Entry



3. Baseball Field: Outfield fence post installation



4. Softball Field: Outfield fence post installation



5. Softball Field: Outfield fence post installation



6. Softball Field: 1st base dugout foundation prep.

Baseball – Softball Athletic Complex – Progress Report Photos (2)



7. Baseball: 3rd base dugout foundation



8. Softball: 3rd base dugout foundation



9. Concession stand grade beam excavation



10. Concession stand grade beam excavation



11. Concession stand grade beam excavation



12. Baseball: 1st base dugout foundation

CHANGE PROPOSAL REQUEST LOG

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

El Campo, ISD
Project No. 1388
 2/13/14



SUMMARY (ALLOWANCES)

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

\$ 23,000.00

TOTAL ALLOWANCE AMOUNT

CPR TOTAL APPROVED TO DATE (\$23,793.25)
REMAINING BALANCE AFTER APPROVED CPRs \$ 46,793.25

TOTAL ESTIMATED/ PENDING CPRs \$0.00
REMAINING BALANCE AFTER PENDING AND APPROVED CPRs \$ 46,793.25

POLASEK CONSTRUCTION INC.

February 13, 2014

SUBMITTAL LOG - ECISD Baseball & Softball Complex

Specified Division	Submittal No.	Description	Submitted By	Date Rec'd.	Consultant		Date Returned	Rev'd.	Rev. & Resub	Rej.	Remarks
					To	From					
02240	02240-21	Ornamental Fence	Always Fence	1/28/2014			2/5/2014	X			Released
02701	02701-05	Storm Sewer	Mercer Construction	10/7/2013			10/11/2013	X			Released
02701F	02701F-01	Field Trench Drains	Sports Edge	7/11/2013			7/12/2013	X			Released
02810		Irrigation System	Amberscapes								
02827		Natural Field Turf	Texas Multi Chem								
02831	02831-21	Color Coated CL	Always Fence	1/28/2014			2/5/2014				Released
02833		Metal Panel Fence	Always Fence								
02832-BC		Batting Cage Nets	Always Fence								
02860	02860-06	Dugout Benches	National Recreation	10/7/2013			10/11/2013	X			
03210	03210-02	Pier Steel Reinf.	Polasek Construction	10/7/2013			10/11/2013	X			Released
03210	03210-17	Concrete Reinforce	Polasek Construction	1/6/2014			1/22/2014	X			Released
03300	03300-03	Concrete	Polasek Construction	10/7/2013			10/11/2013	X			Released
04200	04200-04	Unit Masonry	C & S Masonry	10/7/2013			10/11/2013	X			Released
04400	04400-22	Cast Stone	C & S Masonry	2/12/2014							
05120	05120-20	Structural Steel	Henderson Fabrication	1/27/2014			2/6/2014	X			Released
05500	05500-20	Metal Fabrications	Henderson Fabrication	1/27/2014			2/6/2014	X			Verify sign element
06192	06192-09	Wood Trusses	American Truss	10/7/2013			10/11/2013	X			
06220		Millwork	Baseball Racks								
07183	07183-23	Anti Graffiti Coating	Hervey Barlow	2/12/2014							
07210	07210-19	Building Insulation	Garland Insulating	1/21/2013			1/22/2014	X			
07610	07610-12	Metal Roofing	Rain King Inc	1/14/2014			1/22/2014	X			Released
07610SD	07610-13	Metal Roof Shops	Rain King Inc	1/14/2014			1/22/2014	X			Released
07920	07920-23	Sealants	Hervey Barlow	2/12/2014							
08114	08114-10	Hollow Metal	H & H Overhead Door	1/4/2014			1/22/2014	X			Released
08334	08334-24	OH Counter Doors	H & H Overhead Door	2/12/2014							
08715	08715-11	Finish Hardware	H & H Overhead Door	1/4/2014			1/22/2014	X			Contact ECISD for Specifics
08801		Glass and Glazing	Theut Glass								
09678		Resilient Base	El Campo Carpet One								
09900	09900-25	Painting	Ideal Finishes	2/12/2014							

RWS Invoice

ARCHITECTS

To: **El Campo ISD**
 700 West Norris Street
 El Campo, Texas 77437

Attention: **Mr. Mark Pool, Superintendent**

Project: **Northside Elementary School New Proposed Security Entrance**

Project No.: 1393

Date: January 31, 2014

Invoice No.: 8206

RWS Application for Payment No.: 1

Fee Basis: 7.5% of Final Construction Cost

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

Six Thousand Eight Hundred Sixty Two & 50/100 Dollars **\$6,862.50**

The amount of the invoice is calculated as follows:

For Professional Services through 100% Completion of Construction Documents Phase

Estimated Construction Cost.....	\$122,000.00
Fee %	7.5%
Fee	\$ 9,150.00
Percent Complete	x 75.0%
Fee Earned	\$ 6,862.50
Less Previous Payment	0.00
TOTAL AMOUNT DUE THIS INVOICE	<u>\$ 6,862.50</u>

THANK YOU

	<u>Percentage Of Total Fee By Phase</u>	<u>Degree of Completion of Phase</u>	<u>Percentage of Total Fee Earned</u>
SD	15%	100%	15%
DD	20%	100%	20%
CD	40%	100%	40%
Bidding	5%	100%	0%
Construction	20%	0%	0%
	<u>100%</u>		<u>75%</u>

Payable at the offices of:

RWS Architects Invoice

To: **El Campo ISD**
700 West Norris Street
El Campo, Texas 77437
Attention: **Mr. Mark Pool, Superintendent**
Project: **Northside Elementary School New Proposed Security Entrance**
Project No.: 1393

Date: January 31, 2014
Invoice No.: 8209
RWS Application for Payment No.: 2 REIM
Fee Basis: AT COST

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

Seven Hundred Ninety Eight & 36/100 Dollars **\$798.36**

The amount of the invoice is calculated as follows:

Printing and Reproduction - Payable to A&E Products Co.

A&E Invoice I95249: 22 sets of Project Manuals and Drawings for El Campo ISD, Plan Rooms, and Bidders (see attached A&E invoice) - Payable to A&E Products Co.\$798.36

Total - A&E Products Company, Inc.**\$798.36**

THANK YOU



INVOICE

Please Remit to:

A&E - The Graphics Complex
 A DIVISION OF THOMAS REPROGRAPHICS, INC.
 P.O. Box 27286, Houston, TX 77227
 713.621.0022 • Fax: 713.621.2537
 www.aecomplex.com

INVOICE DATE
01/24/14

PAGE
1

INVOICE NO.
I95249

LDC-0 LI-0 REF> 354812

EL CAMPO ISD
 C/O RWS ARCHITECTS
 3100 TIMMONS LN STE. 410
 HOUSTON TX 77027-5926

S
H
I
P
T
O

BILL ONLY - 4235 RICHMOND AVE.
 (713) 621-1651
 TG 15.45 0

SM	WORK ORDER#	ACCOUNT NO.	REFERENCE	JOB#	P.O. NO.	SHIP DATE	TERMS	
ES	003055092	31466	I95249	1393-NORTH SECURITY ENTR		01/24/14	DUE 02/10/14	
	290 ORIG	22 EA	DIGITAL COPY 8.5X11				535.92	
		200 EA	DFS POSTING - SMALL DOC				20.00	
		44 EA	9 1/4 X 11 KROMEKOTE 10PT C1S				22.88	
		88 EA	8.5 X 11 CANARY 20# TEXT (500/				3.08	
		154 EA	8.5 X 11 BLUE 20# TEXT (500/50				5.39	
		286 EA	8.5 X 11 GREEN 20# TEXT (500/75				10.01	
		22 EA	SCREW POST BIND 1/2"				86.90	
	110 PRINTS	990 SF	BOND PRINTS-VAULT				95.04	
			22 sets of 5 orig. (30 X 42)				19.14	
		22 EA	STAPLE BIND PRINTS				.00	
		1 EA	DELIVERY CHARGE WAIVED					
		1 EA	PICKUP SERVICE (IF APPLICABLE)				NO CHARGE	
ORDERED BY DOLLY DEBRAY JOB NAME: 1393-NORTHSIDE ES PO# SECURITY ENTRANCE INVOICED BY: T. GERREMICHAEL								
SUB-TOTAL								798.36
TOTAL								798.36

RECEIVED
JAN 31 2014
 RWS ARCHITECTS

TIME: _____ NO. PKGS: _____

PHYSICAL ADDRESS: 4235 RICHMOND AVE., HOUSTON, TEXAS 77027
 DUE AND PAYABLE IN HOUSTON, HARRIS COUNTY, TEXAS 77027

TOTAL AMOUNT DUE

RWS Architects Invoice

To: **El Campo ISD**
 700 West Norris Street
 El Campo, Texas 77437

Attention: **Mr. Mark Pool, Superintendent**

Project: **Northside Elementary School
 Canopy Addition**

Project No.: 1394

Date: January 31, 2014

Invoice No.: 8207

RWS Application for Payment No.: 1

Fee Basis: 7.5% of Final Construction Cost

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

Seven Thousand Eight Hundred Seventy Five & No/100 Dollars **\$7,875.00**

The amount of the invoice is calculated as follows:

For Professional Services through 100% Completion of Construction Documents Phase

Estimated Construction Cost.....	\$140,000.00
Fee %	7.5%
Fee	\$ 10,500.00
Percent Complete	x 75.0%
Fee Earned	\$ 7,875.00
Less Previous Payment	0.00
TOTAL AMOUNT DUE THIS INVOICE	<u>\$ 7,875.00</u>

THANK YOU

	<u>Percentage Of Total Fee By Phase</u>	<u>Degree of Completion of Phase</u>	<u>Percentage of Total Fee Earned</u>
SD	15%	100%	15%
DD	20%	100%	20%
CD	40%	100%	40%
Bidding	5%	100%	0%
Construction	20%	0%	0%
	<u>100%</u>		<u>75%</u>

Payable at the offices of:

RWS Invoice

ARCHITECTS

To: **El Campo ISD**
700 West Norris Street
El Campo, Texas 77437
Attention: **Mr. Mark Pool, Superintendent**
Project: **Northside Elementary School
Canopy Addition**
Project No.: 1394

Date: January 31, 2014
Invoice No.: 8210
RWS Application for Payment No.: 2 REIM
Fee Basis: AT COST
You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

Six Hundred Twenty Nine & 22/100 Dollars **\$629.22**

The amount of the invoice is calculated as follows:

Printing and Reproduction - Payable to A&E Products Co.

A&E Invoice I95262: 22 sets of Project Manuals and Drawings for El Campo ISD, Plan Rooms,
and Bidders (see attached A&E invoice) - **Payable to A&E Products Co.**\$629.22

Total - A&E Products Company, Inc.**\$629.22**

THANK YOU



THE GRAPHICS COMPLEX
A DIVISION OF THOMAS REPROGRAPHICS, INC.

INVOICE

Please Remit to:

A&E - The Graphics Complex
A DIVISION OF THOMAS REPROGRAPHICS, INC.
P.O. Box 27286, Houston, TX 77227
713.621.0022 • Fax: 713.621.2537
www.aecomplex.com

INVOICE DATE
01/24/14

PAGE
1

INVOICE NO.
195262

LOC-0 LI-0 REF> 354812

INVOICE TO
EL CAMPO ISD
C/O RWS ARCHITECTS
3100 TIMMONS LN STE. 410
HOUSTON TX 77027-5926

SHIP TO
SENT ON DELIVERY TICKET - 4235 RICH
(713) 621-1651
TG 16.38 0

SM	WORK ORDER#	ACCOUNT NO.	REFERENCE	JOB#	P.O. NO.	SHIP DATE	TERMS		
ES	003055090	31466	195262	1394-NORTH CANOPY ADDITI		01/24/14	DUJE 02/10/14		
	224 ORIG	22	EA	DIGITAL COPY 8.5X11				413.95	
		44	EA	9 1/4 X 11 KROMEKOTE 10PT C15				22.88	
		224	EA	DFS POSTING - SMALL DOC				22.40	
		44	EA	8.5 X 11 CANARY 20# TEXT (500/				1.54	
		154	EA	8.5 X 11 GREEN 20# TEXT (500/5				5.39	
		22	EA	SCREW POST BIND 1/2"				86.90	
	66 PRINTS	594	SF	BOND PRINTS-VAULT				57.02	
				22 sets of 3 of 1q. (30 X 42)					
		22	EA	STAPLE BIND PRINTS				19.14	
ORDERED BY DOLLY DEBRAY							<p style="text-align: center;">RECEIVED JAN 31 2014 RWS ARCHITECTS</p>		
JOB NAME: 1394-NORTHSIDE ES									
PO# CANOPY ADDITION									
INVOICED BY: T. GEBREMICAEL							SUB-TOTAL		629.22
SUGGESTIONS? COMPLIMENTS? COMPLAINTS?									
LEAVE A MESSAGE ON OUR REACTION LINE @ (713)621-0805 EXT. 3333									
OR EMAIL TO info@aecomplex.com OR CLICK ON CUSTOMER FEEDBACK AT www.aecomplex.com									
ODS (0124 1200P) REC. BY:							TIME: NO. PKGS:		
							TOTAL AMOUNT DUE		629.22

PHYSICAL ADDRESS: 4235 RICHMOND AVE., HOUSTON, TEXAS 77027
DUE AND PAYABLE IN HOUSTON, HARRIS COUNTY, TEXAS 77027

Agenda Item Summary Sheet (4 B.4)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

**Consent Agenda:
Business and Support
Services**

Budget Amendment

Summary

According to district policy, the budget shall be amended when a change is made increasing any one of the functional spending categories.

Amendment No. 1 appropriates funds for additional earnest money toward the purchase of the High School Baseball and Softball Fields Complex. The amendment transfers \$192,727 from the General Fund 199 fund balance to Fund 622 – Building Construction.

This amendment is in anticipation of approval of Application and Certification for Payment No. 6 from Polasek Construction, Inc. The Application has been submitted to RWS Architects and awaits the architects certification and approval by El Campo Little League.

ECISD Board Policy

CE (LOCAL), ANNUAL OPERATING BUDGET

Effective Date

February 25, 2014

Previous Board Action

The Board approved the 2013-2014 General Operating Budget on August 27, 2013.

Future Action Expected

The Board is required to amend the budget when a change increases any one of the functional spending areas.

**Background Information and
Significant Issues**

In accordance with the recently executed Escrow Agreement, the district will escrow additional earnest money each time an *Application and Certification for Payment* from Polasek Construction Inc., is certified by RWS Architects and approved by El Campo Little League.

Five *Applications and Certification for Payment* have been approved and certified:

- Application No. 1 \$58,285.35

- Application No. 2 \$51,727.50
- Application No. 3 \$114,793.25
- Application No. 4 \$105,238.15
- Application No. 5 \$123,825.85
- **TOTAL**..... **\$453,870.10**

Application No. 6 in the amount of \$192,726.26 is pending certification by RWS Architects and El Campo Little League approval.

Fiscal Impact	This amendment reduces General Fund 199 fund balanced by (\$192,727).
Student and Public Benefit	Accurate accounting for the expenditure of public funds.
Procedural and Reporting Implications	Record the official budget amendment and make the necessary changes in the general operating budget.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Proposed Budget Amendments
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations
Action Required	Motion, second and majority vote to approve budget amendment(s).
Superintendent's Recommendation	<p>I recommend you approve the budget amendment(s) as a part of the Consent Agenda.</p> <p>Mark Pool, Superintendent of Schools</p>

TO: Mark Pool, Board of Trustees

FROM: David Bright

SUBJECT: **2014-2015 BUDGET ASSUMPTIONS**

Each year we try to make assumptions based on issues that could impact the coming school year budget. The following information is what we know at this time. Change will occur before the 2014-2015 Budget is approved in August 2014.

TAXABLE VALUES

Each year, the State Comptroller’s office is required by law to present an annual Property Value Study (Study) to the Legislature. The Study, conducted by the Property Tax Division (PTD), draws heavily on information obtained from the school district and the local County Appraisal District (CAD). Each year before February 1, the Comptroller’s office estimates, and certifies to the Commissioner of Education, the preliminary total taxable value of property for each school district based on the Study as required by Section 403.302 of the Government Code. This begins a process that allows each District to review the Study and to protest it if necessary.

In July 2013, Chief Appraiser, Tylene Gamble certified values at \$1,099,507,749. This represented an increase of \$15,586,856 in value for the district from the prior year’s certification. In February 2014, we were notified by the CPTD that we had been assigned the local value of \$1,159,280,279 for 2013.

According to the CAD, they were able to meet the states requirement of falling within the Confidence Interval for two consecutive years. This is important because we are, as a result, “in grace” for the 2014 tax year. No matter what happens in 2013, TEA will have to use the CPTD value assigned for state funding purposes.

	<u>2011</u>	<u>2012</u>	<u>2013</u>
CAD Local Certified Value	\$1,064,125,826	\$1,083,920,893	\$1,099,507,749
Increase/Decrease		\$ 19,795,067	\$ 15,586,856
CPTD Value Assigned	\$1,113,342,043	\$1,140,632,303	\$1,159,280,279
Increase/Decrease		\$ 27,290,260	\$ 18,647,976

VALUE CATEGORIES

	<u>2012 Assigned Value</u>	<u>2013 Assigned Value</u>	<u>Difference</u>
A. Single-Family Residences	481,803,654	494,076,230	12,272,576
B. Multifamily Residences	9,792,567	9,657,737	-134,830
C. Vacant Lots	21,478,457	25,452,408	3,973,951
C2. Colonia Lots	0	0	0
D. Rural Real (Taxable)	172,286,436	73,073,013	-99,213,423
D2. Real Prop Farm & Ranch	0	7,325,933	7,325,933
E. Real Prop NonQual Acres	0	93,510,605	93,510,605
F1. Commercial Real	117,564,976	126,828,421	9,263,445
F2. Industrial Real	8,762,732	8,806,439	43,707
G. Oil, Gas, Minerals	215,091,285	163,073,221	-52,018,064
J. Utilities	115,902,252	129,875,878	13,973,626
L1. Commercial Personal	61,404,858	66,898,911	5,494,053
L2. Industrial Personal	73,720,766	93,950,782	20,230,016
M. Other Personal	1,853,728	1,851,055	-2,673
N. Intangibles Pers/Uncert	0	0	0
O. Residential Inventory	416,691	435,141	18,450
S. Special Inventory	5,043,039	6,676,012	1,632,973

TAX COLLECTIONS (Excluding Delinquent Taxes)

Currently 2013-14 collections are running slightly ahead of 2012-13 collections for the first quarter of the collection year. As of January 31, 2014, the District's tax collections totaled \$11,717,537 or 84.25% of the Adjusted Tax Levy. At this time last year we had collected 83.67% of the Adjusted Tax Levy. As always we expect current year collections to top out above the 97 percent level by year end.

<u>Year</u>	<u>Adjusted Levy</u>	<u>Collected</u>	<u>Percent</u>
2002-2003	\$10,175,818	\$ 9,613,665	94.48%
2003-2004	\$ 9,621,452	\$ 9,341,768	97.09%
2004-2005	\$10,883,496	\$10,614,929	97.51%
2005-2006	\$11,903,452	\$11,628,695	97.69%
2006-2007	\$16,009,118	\$15,683,404	97.97%
2007-2008	\$12,371,025	\$12,038,345	97.31%
2008-2009	\$13,003,365	\$12,662,310	97.60%
2009-2010	\$13,166,956	\$12,794,273	97.17%
2010-2011	\$13,369,858	\$13,086,844	97.88%
2011-2012	\$13,378,158	\$13,107,950	97.98%
2012-2013	\$13,624,501	\$13,330,620	97.84%
2013-2014	\$13,907,824	\$11,717,537	84.25%*

* as of 1/31/14

REVENUE

Below is a breakdown of our revenue as reported in our Audit Reports for the past five years.

Where does our revenue come from?

	<u>Local</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$15,923,753	41.9	5.9
2009-2010	\$15,326,499	39.8	-3.8
2010-2011	\$15,631,275	40.6	2.0
2011-2012	\$15,685,700	43.5	.3
2012-2013	\$16,323,548	45.8	4.1
	<u>State</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$17,359,816	44.6	1.6
2009-2010	\$16,653,168	43.3	4.1
2010-2011	\$16,896,114	43.9	.6
2011-2012	\$16,059,732	44.5	-5.0
2012-2013	\$14,986,152	42.0	-6.7
	<u>Federal</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$ 4,753,948	12.5	40.4
2009-2010	\$ 6,513,470	16.9	37.0
2010-2011	\$ 5,967,926	15.5	-1.4
2011-2012	\$ 4,312,068	12.0	-27.7
2012-2013	\$ 4,369,645	12.2	1.3
	<u>Total</u>	<u>%</u>	<u>% +/-</u>
2008-2009	\$38,037,517	100.0	7.1
2009-2010	\$38,493,137	100.0	1.2
2010-2011	\$38,495,315	100.0	.005
2011-2011	\$36,057,500	100.0	-6.3
2012-2013	\$35,679,345	100.0	-1.0

AVERAGE DAILY ATTENDANCE - ADA

Below is a breakdown of Refined ADA and Attendance Rates for the first, second, and third six weeks periods.

<u>Year</u>	<u>Six Weeks Refined ADA</u>	<u>Percent</u>
2013-2014	1 st 3,401.9	96.7%
	2 nd 3,364.8	95.5%
	3 rd 3,342.1	94.6%

Prior Year's Attendance Rates

<u>Year</u>	<u>Year End Refined ADA</u>	<u>Percent</u>
2006-2007	3,189.7	95.5%
2007-2008	3,203.1	95.4%
2008-2009	3,200.4	95.3%
2009-2010	3,223.7	95.2%
2010-2011	3,265.2	95.5%
2011-2012	3,272.8	95.6%
2012-2013	3,277.0	95.0%

TAX RATE

Each year the rate needed to equal the prior year's budget level is the first consideration. As always, property values play a big part in any projection. Without knowing what changes may or may not occur from the state it is difficult to predict what may happen. In August 2013, the Board of Trustees approved a Tax Rate of \$1.19569 (\$1.04005 M&O and \$.15564 for I&S).

<u>Year</u>	<u>M&O</u>	<u>I&S</u>	<u>Total</u>
2003-2004	1.50	.0433	1.5433
2004-2005	1.3775	.0389	1.4164
2005-2006	1.3956	.0410	1.4366
2006-2007	1.27747	.15270	1.43017
2007-2008	1.04005	.11791	1.15796
2008-2009	1.04005	.15212	1.19217
2009-2010	1.04005	.14904	1.18909
2010-2011	1.04005	.15485	1.19490
2011-2012	1.04005	.16312	1.20317
2012-2013	1.04005	.15610	1.19615
2013-2014	1.04005	.15564	1.19569

SALARY INCREASES

Mr. Pool submits information each year to the Board of Trustees beginning in February. Below is a schedule based on what we have done in the past.

February 2014	Administrators
March 2014	Teachers
April 2014	Paraprofessionals/Manual Trades
May 2014	Final Recommendation to Board

Agenda Item Summary Sheet (4 B.5)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Operations**

Review Change Proposals No. 1388-01 and No. 1388-02

Summary

During the construction of the High School Baseball and Softball Complex, we are working with the contractor (Polasek Construction, Inc.), the architect (RWS Architects), and the owner (El Campo Little League) to look for ways to improve the project and at the same time reduce total project cost. These proposals have been reviewed and accepted by all parties.

These two proposals increase the total cost of the project by \$696.00. Future proposals are pending that will reduce the total amount by \$24,489.25.

ECISD Board Policy

CV (LOCAL), FACILITIES CONSTRUCTION

Effective Date

February 25, 2014.

Previous Board Action

None.

Future Action Expected

None.

**Background Information and
Significant Issues**

Change Proposal No. 1 is to relocate the proposed 12' x 14' storage buildings at each of the home dugouts to be constructed under the batting cage roof structure and use the materials appropriated for the construction to build a 15' x 30' storage building at the baseball batting cage and a 10' x 30' storage building at the softball batting cage. The 6" curb and chainlink fencing that secure the interior legs of the batting cages should be deleted as well which will leave the perimeter fence enclosure to the complex in tack.

This proposal results in an addition of \$696.00 to the total project cost.

Change Proposal No. 2 creates more space inside the perimeter fence by relocating some of the fence to make the original run from the right field foul pole approximately 180 ft and then doglegging for another 60 feet to the same original point at the back of the batting cages (240 linear feet). The change would also make the dogleg contiguous with the sidewalk, this eliminating some of the dead space outside the perimeter fence.

The proposal results in \$0.00 net change to the total project cost.

Fiscal Impact	Addition of \$696.00
Student and Public Benefit	The public benefits every time we are able to reduce the overall cost of the project.
Procedural and Reporting Implications	These Change Proposals have been signed by all parties: Polasek Construction, Inc. by Greg Polasek; RWS Architects by Malcolm Gaus; El Campo Independent School District by Robert Mark Pool; and El Campo Little League by Pat Krpec.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None
Attachments	<ul style="list-style-type: none"> • RWS Architects Change Proposal CP#1388-01 • RWS Architects Change Proposal CP#1388-02
Contact Person(s)	Mark Pool, Superintendent of School
Action Required	No action required
Superintendent's Recommendation	Information Item Only Mark Pool, Superintendent of Schools

RWS ARCHITECTS

Change Proposal CP#1388-01

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

TITLE OF CP: Dugout Storage to Batting Cages

DATE OF ISSUANCE: November 6, 2013

OWNER PROJECT NUMBER: n/a
RWS PROJECT NUMBER: 1388
CONTRACTOR PROJECT NUMBER:

ATTENTION: Mr. Greg Polasek

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

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

Attachments:

Architect: RWS Architects Incorporated

By Malcolm C. Stua Date 11-6-2013

2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION

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

Attachments:

Contractor: Polasek Construction Company

By Greg Polasek Date 11/10/13

3. ARCHITECT RECOMMENDATION

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

Attachments:

Architect: RWS Architects Incorporated

By Malcolm C. Stua Date 11/14/2013

4. El Campo Independent School District Approval of Requested ACTION

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

Buyer: El Campo ISD

By Robert Mark Pool Date 11/14/2013

5. OWNER ACTION

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

Owner: El Campo Little League

By Polasek Date 2-3-14

6. DISTRIBUTION

- File 5.2, Owner- Architect Contractor Buyer Field Other



POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

November 8, 2013

RWS Architects, Inc.
3100 Timmons
Houston, Texas 77027

Re: CP #01
El Campo ISD Athletic Complex

Delete storage buildings on both baseball and softball fields as shown on drawings. Construct a 15' x 30' masonry building on the end of the baseball batting cages. Construct a 10' x 30' masonry building on the end of the softball batting cages. Install 6' wide double door unit on each. Delete the interior chain link fence and one end as shown on drawings at both batting cages. Delete the concrete curb as shown on the batting cages. Provide four additional drilled footings and an additional 30' of grade beam on both battings cages.

C & S Masonry:

Masonry partitions ----- \$ 15,836.00

Always Fence:

Fence revisions ----- \$ (8,450.00)

Rain King:

Metal roofing ----- \$ (3,600.00)

Polasek Construction:

Concrete foundations ----- \$ (1,050.00)
Drilled footings ----- \$ 1,300.00
Wood truss system ----- \$ (2,100.00)
Carpentry ----- \$ (1,870.00)
Additional door / hdw ----- \$ 630.00

Contractor Fee ----- N/A

Bond Fee ----- N/A

Total Amount \$ 696.00

C & S MASONRY CONTRACTORS, INC

P.O. BOX 220 DAMON TX 77430 OFFICE # 979-553-3300 FAX # 979-553-3765
JERRY CARNES CELL #713-824-7384

OCTOBER 29, 2013

JOB NAME: BASEBALL/SOFTBALL FOR EL CAMPO HIGH SCHOOL

RE: PRICE REQUEST

ATTN: GREG PLOASEK

TO DELETE THE 2 STORAGE ROOMS AT THE BASEBALL 3RD BASE DUGOUT AND AT THE SOFTBALL 3RD BASE DUGOUT - CREDIT BACK - \$14,377.00

TO ADD A 15' x 30' STORAGE BUILDING WITH A 12'0" EAVE HEIGHT AT THE BASEBALL CAGE ADD - \$ 16,018.00

TO ADD A 10' x 30' STORAGE BUILDING WITH A 12'0" EAVE HEIGHT AT THE SOFTBALL BATTING CAGE ADD - \$14,195.00

ALL SPEC BRICK, MORTAR, GROUT REINFORCING, AND WIRE REINFORCEMENT ARE INCLUDED.

ALL LABOR, EQUIPMENT, SCAFFOLDING AND INSURANCE ARE INCLUDED.

ECISD

Randy Socha, Owner

281-342-2466 Off
281-543-5917 Cell

2559



randy@allwaysfencing.com

WOOD *CHAIN LINK *WROUGHT IRON *RAIL

* FREE ESTIMATES! *

JOB SITE:

Name: Polasek Co

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cross Street: _____

Work: _____ Key Map: _____

GATE POSTS

CORNER POSTS

UTILITY
Release Date _____
Transmittal No. _____

AMOUNT
Total Cash Price _____
1/2 Down Payment _____
Balance Due on Completion _____
Crew to Pick up Check <input type="checkbox"/> Yes <input type="checkbox"/> No

HEIGHT & FOOTAGE
<input type="checkbox"/> 4 _____
<input type="checkbox"/> 5 _____
<input type="checkbox"/> 6 _____
<input type="checkbox"/> 70A _____
<input type="checkbox"/> 7 _____
<input type="checkbox"/> 80A _____
<input type="checkbox"/> 8 _____
<input type="checkbox"/> Other _____

GATES

Reduction of batting cage
Fence 12' + Interior Fence

Girls Softball \$⁻3,850 **\$12,438**

Boys Baseball \$⁻4,600 **\$18,980**

By execution of this document, Customer acknowledges that he has read and understand the terms and conditions set forth on front side and hereof together with any attachments.

THE CUSTOMER REPRESENTS THAT HE IS THE OWNER OF THE PROPERTY AND ASSUMES ALL RESPONSIBILITY FOR ALL UTILITY LINES UPON THE CUSTOMER'S PROPERTY. THE CUSTOMER IS RESPONSIBLE FOR OBTAINING BUILDING PERMITS, COMPLIANCE WITH DEED RESTRICTIONS LOCATING PROPERTY LINES AND PLACEMENT OF THE FENCE. THE CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS ALL-WAYS FENCING, INC. FROM ANY AND ALL DAMAGES OR LIABILITIES RESULTING FROM ANY CUT OR DAMAGED UTILITY LINES INCLUDING, BUT NOT LIMITED TO GAS, WATER, SEWER, SPRINKLER, ELECTRIC, TELEPHONE AND CABLE LINES.

Customer shall comply with all applicable statues codes or ordinances relating to the location of underground utility lines prior to commencement of construction.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign the contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

SUBMITTED BY [Signature] DATE 10/29/13

ACCEPTED BY _____ (OFFICER OF COMPANY) CUSTOMER _____ DATE _____

Polasek Construction, Inc.

From: pciconstr@sbcglobal.net
Sent: Tuesday, October 29, 2013 5:29 PM
To: greg@polasekconstruction.com
Subject: Fw: Change Proposal EC High School Athletic Complex

Sent via BlackBerry by AT&T

From: <ejohnson@rainkinginc.com>
Date: Tue, 29 Oct 2013 07:55:57 -0700
To: Greg Polasek<greg@polasekconstruction.com>; Tom Coblentz<tom@polasekconstruction.com>
Cc: Alan Cain<acain@rainkinginc.com>
Subject: Change Proposal EC High School Athletic Complex

CORRECTION:

To deduct the (2) Storage Bldg. Standing Seam Roofs (approx. 340 Sq. Ft. total for both)
the deduct will be \$ 3,600.00

Eric B. Johnson
rain king inc.
Off 361-576-0606
Fax 361-576-2089

RWS ARCHITECTS

Change Proposal CP#1388-02

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

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

ATTENTION: Mr. Greg Polasek

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

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

Attachments:

Architect: RWS Architects Incorporated

By Malcolm C. Stua Date 11-6-2013

2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION

- The _____ Allowance will be (increased)(decreased) by \$ 1
- The Contract Sum will be (increased)(decreased)(unchanged) by \$ 0
- The Contract Time will be (increased)(decreased)(unchanged) by (Regular Work Days)..... 0 Days
- Other: _____

Attachments:

Contractor: Polasek Construction Company

By Greg Polasek Date 11/14/13

3. ARCHITECT RECOMMENDATION

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

Attachments:

Architect: RWS Architects Incorporated

By Malcolm C. Stua Date 11/14/2013

4. El Campo Independent School District Approval of Requested ACTION

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

Buyer: El Campo ISD

By Robert Mark Pool Date 11/14/2013

5. OWNER ACTION

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

Owner: El Campo Little League

By Ray Date 2-3-14

6. DISTRIBUTION

- File 5.2, Owner- Architect Contractor Buyer Field Other

Agenda Item Summary Sheet (4 B.6)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Information Only

Consent Agenda:
Business and Operations

Request for Proposals for Food Service Management Company

Summary

All school districts in Texas that contract with a Food Service Management Company under the National School Lunch Program and the School Breakfast Program have the option to annually renew the contract for four one-year terms after the procurement year. The last Request for Proposals we did was in the Spring of 2009 for the 2009-2010 school year (procurement year). We subsequently renewed our contract for one-year terms in 2010-2011, 2011-2012, 2012-2013 and 2013-2014.

The following is a partial list of requirements by the Texas Department of Agriculture for contracting with a Food Service Management Company:

- The District must use the Request for Proposal and Contract provided by the Texas Department of Agriculture Food and Nutrition Division.
- The District must provide a completed copy of the Request for Proposal and Contract, with supporting documentation and the criteria for evaluation, before advertising, to the Texas Department of Agriculture Food and Nutrition Division for approval no later than February 15th of the procurement year. Texas Department of Agriculture approval process must be completed by April 29th.
- The District must send the approved Request for Proposal to each company on the Texas Department of Agriculture's "Approved Vendor List" before advertising of the Request for Proposals begins. The District may only accept proposals from companies registered with the Texas Department of Agriculture.
- The District must advertise its Request for Proposal and Contract. Postings shall run for a period of no less than 14 days in a publication of general circulation covering the area served by the School Food Authority (district).
- The District must conduct a pre-proposal conference two weeks after the date of the last advertisement. All offerors must be invited to the pre-proposal conference. The District must respond in writing to all questions asked and provide a copy to all offerors. The District must also provide a copy to the Texas Department of Agriculture Food and Nutrition Division. (If only one Food Service Management Company responds to the public advertisement, then the District may conduct a walk-through of the facility instead of a pre-proposal conference.

- The District must wait at least two weeks after the pre-proposal conference to allow time for all proposals to be submitted before selecting the Food Service Management Company with the best responsive proposal. If additional information is requested at the pre-proposal conference or if the Request for Proposal is amended by questions or requests from the pre-proposal conference, then more time should be provided to allow vendors time to develop a responsive proposal. Consideration should be given to procurement time allocations so that the District has enough time to make an adequate decision, and the deadlines in place for contracts to be executed for the upcoming year are met. (The District may elect at any time to stop the process.)

ECISD Board Policy

CH (LEGAL), PURCHASING AND ACQUISITION

Effective Date

February 25, 2014

Previous Board Action

The Board approved the original contract with ARAMARK Educational Services, Inc. for the 2003-2004 school year. The contract was renewed annually in 2004-2005, 2005-2006, 2006-2007, and 2007-2008.

In May of 2008 the Board approved a new contract with ARAMARK Educational Services for the 2008-2009 school year; and again in April of 2009 for the 2009-2010 school year.

The contract has subsequently been renewed for 2010-2011, 2011-2012, 2012-2013 and 2013-2014.

Future Action Expected

Consideration of contract with most responsive offeror to Request for Proposal at the regular meeting in April.

Background Information and Significant Issues

- Proposals will be received until 2:00 p.m. on Wednesday, April 9, 2014.
- Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways: (1) Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal; and (2) Comparative judgment evaluations may be made when selecting among acceptable proposals for award of contract.
- A Pre-Proposal Meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be held on Wednesday, March 19, 2014 at 10:00 a.m.
- The District reserves the right to accept any proposal which it deems most favorable to the interest of the District and reject any or all proposals or any portion of any proposal

submitted which, in the District's opinion, is not in the interest of the District.

- To be considered, each offeror must submit a complete response to the Request for Proposal (RFP) using the forms provided, along with any other documents submitted as a part of the bid, and considered responsive to the RFP. There may be no modifications to the RFP and Contract language.
- Award will be made only to a qualified and responsible offeror whose proposal is responsive to the Request for Proposal. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required.
- Offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division of the Texas Department of Agriculture.
- Offeror must provide a bid bond or certified check in the amount of \$5,000 to show good faith is required.
- Offeror must provide an annual report or financial statements for the past fiscal year in the format of an "accountant's review" including notes to the financial statements, and provided by a certified public accountant.

Fiscal Impact

Cost of advertising.

Student and Public Benefit

Historically the district has saved money by outsourcing the management of our food services to a professional management company and has not had to subsidize the food service budget from the General Fund.

Procedural and Reporting Implications

None.

Public Comments

None.

Alternatives

None.

Other Comments and Related Issues

None.

Attachments

- A "summary" of the Request for Proposal and Contract (the entire document with exhibits is 123 pages)

Contact Person(s)

David Bright, Assistance Superintendent of Finance and Operations

Action Required

No action required.

**Superintendent's
Recommendation**

This is an information item only.

Mark Pool, Superintendent of Schools

**SCHOOL NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY**

EL CAMPO INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

AND

CONTRACT

NO. 2014

**Texas Department of Agriculture
Food and Nutrition
P. O. Box 12847
Austin, Texas 78711-2847
Phone (877) TEX-MEAL
Fax (888) 203-6593
Website <http://www.squaremeals.org>**

I. INTRODUCTION

This document contains a Request for Proposal for providing food service management services for El Campo Independent School District's participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the SFA.

The Texas Department of Agriculture is not and will not be a party to any contract between a School Food Authority and a food service management company. The School Food Authority has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that [School] Independent School District, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

B. Request For Proposal

Proposals will be received until 2:00 p.m. (CST) on Wednesday, April 9, 2014 for supplying El Campo Independent School District (SFA) with food service management services during the school year of 2014 - 2015, with options for renewal of the contract for four additional terms of one year each.

SFA will consider:

Cost-reimbursable Proposal

Fixed meal rate Proposal

Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of David Bright, Assistant Superintendent for Finance & Operations, El Campo ISD, 700 W. Norris, El Campo, Texas 77437 and shall be marked on the envelope "Food Service Management Proposal, # 2014" and also marked on the envelope the bidder's return address.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which it deems to be in the best interest of SFA.

Additional information required to adequately respond to this **RFP** may be obtained from SFA's business office telephone (979) 543-6771.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

See Standard Terms and Conditions herein below.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.

As provided herein, under state regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on **Wednesday, March 19, 2014 at 10:00 a.m. (CST)**. Location: **ECISD Business Office, 700 W. Norris, El Campo, Texas**. Attendance is required. Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

SFA must use the prototype FSMC RFP and Contract to be approved. A SFA not completing the required procurement procedures cannot be approved for participation in the reimbursement programs.

Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency:	El Campo Independent School District
Mailing Address:	700 W. Norris
Physical Address:	700 W. Norris
City:	El Campo
State/Zip:	Texas, 77437

Opening will be at **2:00 p.m., (CST) Wednesday, April 9, 2014**. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal, # **2014**."

SFA reserves the right to accept any proposal which it deems most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided, along with any other documents submitted as a part of this bid, and considered responsive to this RFP**. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language**. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract. The

qualification data shall be submitted by each offeror along with the sealed proposal, and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division (FND) of the Texas Department of Agriculture (TDA).
- A bid bond or certified check in the amount of \$5,000 to show good faith must be enclosed.
- Annual reports or financial statements for the past fiscal year in the format of an “accountant’s review” including notes to the financial statements, and provided by a certified public accountant.
- If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weight criteria.
- If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weight criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror’s own risk, and he or she cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is signed.**

If additional information is requested, please contact David Bright, Assistant Superintendent for Finance & Operations at (979) 543-6771. Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract. **Such**

proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed. _____ (FSMC must initial and date here to show agreement)

J. Final Contract

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III, Part R, Paragraph 4 of the Standard Terms and Conditions.

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Agenda Item Summary Sheet (4 B.7)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Review of Monthly Financial Reports for Month of January

Summary

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

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

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

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

ECISD Board Policy

None.

Effective Date

January 31, 2013

Previous Board Action

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

Future Action Expected

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

**Background Information and
Significant Issues**

The audited fund balance in the General Fund (Fund 199 only) on August 31, 2013 was \$8,490,723, which is 31.26% of the approved General Fund operating expenditures (as defined in the AEIS Report) of \$27,161,780.

Fund balance designated for replacement of artificial turf at Ricebird Stadium is \$300,000, leaving an undesignated fund balance of \$8,190,723; or 30.16% of the approved General Fund operating expenditures (as defined in the AEIS Report).

The undesignated fund balance currently exceeds the 20% goal by \$2,758,367.

Fiscal Impact

None.

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

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues **Financial Report.** In the General Operating Fund, we have received 64.89% of our amended revenue projections; and expended 43.90% of our amended expenditure estimates.
Compared to the same time last year, our revenue increased by \$280,186 and our expenditures increased by \$834,177.

	2009-2010		2010-2011		2011-2012		2012-2013		2013-2014	
	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp
Sep	10.41%	10.59%	9.93%	10.95%	10.63%	12.13%	10.87%	15.21%	9.73%	13.30%
Oct	19.64%	17.92%	18.64%	18.81%	19.79%	20.05%	19.84%	22.74%	19.43%	21.26%
Nov	26.01%	25.17%	27.97%	23.69%	29.84%	27.07%	30.94%	28.88%	29.49%	28.75%
Dec	38.96%	32.11%	41.96%	30.73%	41.60%	33.20%	44.98%	35.39%	44.93%	35.84%
Jan	57.38%	39.07%	60.48%	37.99%	64.61%	40.50%	65.81%	42.09%	64.89%	43.90%
Feb	68.68%	50.45%	66.83%	48.02%	69.97%	50.83%	71.78%	51.52%		
Mar	70.62%	58.65%	68.88%	55.20%	72.10%	57.21%	74.26%	57.69%		
Apr	75.39%	65.99%	73.41%	62.72%	77.12%	64.95%	78.68%	65.38%		
May	79.21%	72.77%	77.20%	69.62%	81.11%	71.59%	82.15%	71.53%		
Jun	85.20%	80.00%	82.93%	76.81%	87.17%	78.14%	87.97%	79.86%		
Jul	91.73%	85.63%	89.99%	84.05%	93.70%	85.44%	94.13%	88.19%		
Aug	100.10%	98.92%	100.38%	98.74%	100.06%	98.47%	100.17%	98.97%		

Tax Collection Report. Our beginning tax levy of \$13,878,419 has been adjusted by \$29,404 giving us a new adjusted levy of \$13,907,824; and we have currently collected \$11,717,537 which amounts to 84.25% of the adjusted levy. This leaves an uncollected balance of \$2,190,286.

Delinquent collections YTD are \$131,758 plus \$56720 in penalty and interest.

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Oct	0.00%	0.00%	0.35%	0.31%	0.21%	0.26%
Nov	2.58%	0.44%	8.60%	9.54%	12.48%	6.96%
Dec	32.28%	30.01%	39.54%	34.01%	39.14%	41.43%
Jan	81.82%	73.71%	81.26%	84.41%	83.67%	84.25%
Feb	93.04%	92.80%	93.50%	94.04%	94.27%	
Mar	94.06%	94.60%	94.95%	95.38%	95.47%	
Apr	94.97%	95.27%	95.52%	96.12%	96.07%	
Jun	95.61%	95.84%	96.26%	96.75%	96.51%	
Jun	96.69%	96.50%	96.67%	97.14%	96.88%	
Jul		96.83%	97.10%	97.65%	97.50%	
Aug	97.48%	97.17%	97.74%	97.90%	97.68%	
Sep	97.60%	97.37%	97.88%	97.98%	97.84%	

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

Fiscal Year	Month			Year-to-Date		
	2012-2013	2013-2014	Difference	2012-2013	2013-2014	Difference
Revenue	\$6,396,628	\$6,302,438	(\$94,190)	\$20,203,089	\$20,483,276	\$280,187
Expenditures	\$2,382,682	\$3,061,608	\$678,926	\$11,419,942	\$12,356,792	\$936,850
Balance	\$4,013,946	\$3,240,830	(\$773,116)	\$8,783,147	\$8,126,484	(\$656,663)

Attachments

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

Contact Person(s)

David Bright, Assistant Superintendent of Finance and Operations

Action Required

No Action Required.

Superintendent's Recommendation

This is an information report only.

Mark Pool, Superintendent of Schools

EL CAMPO INDEPENDENT SCHOOL DISTRICT
MONTHLY FINANCIAL REPORT
 February 25, 2014

**Comparison of Revenue and Expenditures
 to the Budget for the General Operating Fund
 9-1-13 to 1-31-14**

ESTIMATED REVENUE:

	<i>Original Budget</i>	<i>Amended Budget</i>	<i>Revenue Realized</i>	<i>Revenue Balance</i>
Local:	\$14,776,922	\$14,776,922	\$12,509,858	(\$2,267,064)
State:	\$15,207,443	\$15,207,443	\$7,109,800	(\$8,097,643)
Federal:	\$1,580,846	\$1,580,846	\$861,999	(\$718,847)
Other Resources:	\$0	\$0	\$1,619	\$1,619
Total:	\$31,565,211	\$31,565,211	\$20,483,276	(\$11,081,935)

ESTIMATE EXPENDITURES:

<i>Original Budget</i>	<i>Amended Budget</i>	<i>Expended</i>	<i>Outstanding Encumbrances</i>	<i>Expenditures Year to Date</i>	<i>Balance for Year</i>
\$31,565,211	\$32,236,158	\$12,356,792	\$1,793,717	\$14,150,509	\$18,085,649

COMPARISONS TO JANUARY 31 OF PRIOR YEAR:

	<i>2012-2013</i>	<i>2013-2014</i>	<i>Increase/ Decrease</i>
Revenues:	\$20,203,090	\$20,483,276	\$280,186
Expenditures:	\$13,316,332	\$14,150,509	\$834,177
Cash Position:	\$16,433,234	\$14,935,965	(\$1,497,269)

PRIOR MONTH CASH POSITION as of 12/31/13: \$11,315,160

GENERAL FUND - FUND BALANCE	GENERAL OPERATING	FUND BALANCE	% of OPERATING
GENERAL FUND - FUND BALANCE as of 8-31-09:	\$28,005,136	\$5,951,953	21.25%
GENERAL FUND - FUND BALANCE as of 8-31-10:	\$28,851,273	\$5,832,903	20.22%
GENERAL FUND - FUND BALANCE as of 8-31-11:	\$28,096,459	\$6,760,897	24.06%
GENERAL FUND - FUND BALANCE as of 8-31-12:	\$25,761,913	\$8,898,859	34.54%
GENERAL FUND - FUND BALANCE as of 8-31-13:	\$27,161,780	\$8,490,723	31.26%

BUDGET AMENDMENTS:

Appropriate funds for Wireless Enhancements from the General Fund Balance	\$151,001
Appropriate funds for Campus Security Cameras from the General Fund Balance	\$65,075
Transfer funds for the Baseball/Softball Complex from the General Fund Balance	\$454,871

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

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

Reporting Period	Beginning Levy	Adjustments	Adjusted Levy	Current Tax Year Collections	% Collected	% Collected Prior Year	Delinquent Collections	Penalty & Interest	Total Collections	Current Tax Year Uncollected
Monthly Recap										
Oct-13	\$13,878,419	\$72,730	\$13,951,150	35,650	0.26%	0.21%	\$53,574	\$17,467	\$106,691	
Nov-13	\$13,878,419	\$72,403	\$13,950,823	1,315,705	9.43%	12.27%	\$27,413	\$11,156	\$1,354,274	
Dec-13	\$13,878,419	\$40,789	\$13,919,209	4,415,353	31.72%	26.65%	\$16,997	\$10,487	\$4,442,837	
Jan-14	\$13,878,419	\$29,404	\$13,907,824	5,950,829	42.79%	44.51%	\$33,774	\$17,610	\$6,002,213	
Year To Date				11,717,537	84.25%	83.67%	131,758	56,720	\$11,906,015	\$2,190,286

EL CAMPO INDEPENDENT SCHOOL DISTRICT

**Cash Flow
2013-2014**

199 GENERAL FUND	Actual Sep-13	Actual Oct-13	Actual Nov-13	Actual Dec-13	Actual Jan-13	Actual Jan-14	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-13	Actual Jun-13	Actual Jul-13	Actual Aug-13	2012-13 Totals
REVENUE:														
5700 Local Revenue:														
5711 Taxes Current Year	19,381	31,010	1,144,443	3,840,618	5,276,434	5,176,225	1,277,883	140,709	71,371	53,372	44,053	66,683	21,200	11,621,929
5712 Taxes Prior Years	9,927	46,798	24,066	14,982	18,810	29,478	23,749	25,424	9,044	8,184	9,425	26,919	11,995	231,507
5719 Pen, Int, & Other	10,827	15,539	10,107	9,702	13,365	16,505	23,222	22,573	11,161	8,583	9,711	19,150	10,275	166,055
5720 Service to Other LEAs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5730 Tuition and Fees	0	0	0	0	0	0	0	0	0	0	5,375	0	4,652	10,027
5740 Other Local Sources	5,278	3,305	243,599	3,806	8,824	4,248	10,590	10,305	10,391	7,441	7,110	12,052	295,656	411,402
5750 Co/Curr Activities	22,571	22,069	18,556	4,595	3,379	3,283	-1,020	39,106	560	-992	107	17,775	2,888	129,977
Total Local Rev:	67,984	118,721	1,440,772	3,873,703	5,320,811	5,229,739	1,334,424	238,118	102,527	76,588	75,782	142,579	346,666	12,570,897
5800 State Revenue:														
5811 Available School Fund	0	0	0	93,427	46,518	29,376	46,518	240,487	98,872	108,717	260,270	167,438	71,453	1,535,657
5812 Foundation Entitlement	2,837,245	2,332,810	1,222,426	49,747	0	0	0	0	894,497	579,551	1,170,464	1,472,131	1,711,323	12,075,348
5812 Founda Ent-Prior Yr	0	0	0	0	0	0	0	0	0	0	0	0	30,035	32,100
5819 LEP Student Success Init	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5820 Misc State Program Rev	0	6,834	0	0	0	0	0	0	0	0	0	0	6,309	6,309
5831 TRS On-Behalf	103,138	102,434	102,700	103,825	87,398	102,601	87,516	86,836	86,450	86,839	88,027	86,420	160,071	1,097,223
Total State Rev:	2,940,383	2,442,078	1,325,126	246,999	133,916	131,977	134,034	327,323	1,079,819	775,107	1,518,761	1,725,989	1,979,191	14,746,637
5900 Federal Revenue:														
5930 Federal	0	283,668	0	4,231	4,096	0	0	0	4,690	0	0	0	4,945	142,433
Total Federal Rev:	0	283,668	0	4,231	4,096	0	0	0	4,690	0	0	0	4,945	142,433
7900 Other Res/Non-Oper														
Other Res/Non-Oper	0	0	0	0	0	0	0	0	0	0	0	0	0	199,850
Total Other Res:	0	0	0	0	0	0	0	0	0	0	0	0	0	199,850
Total Revenue:	3,008,367	2,844,467	2,765,898	4,124,934	5,458,824	5,361,716	1,468,459	565,440	1,187,036	851,695	1,594,543	1,868,568	2,330,803	27,659,817
EXPENDITURES:														
6000 Expenditures:														
6100 Payroll Costs	1,130,298	1,698,951	1,720,586	1,726,120	1,595,645	1,694,389	1,601,359	1,614,841	1,593,517	1,618,071	2,013,708	1,559,322	2,273,327	19,749,410
6200 Contracted Services	190,273	309,751	318,923	308,172	307,728	332,280	413,028	243,810	96,106	355,574	369,547	352,558	389,589	3,427,355
6300 Supplies & Materials	105,692	87,818	144,296	126,131	162,568	148,015	161,160	97,531	130,262	195,472	127,890	163,244	138,906	1,603,574
6400 Other Operating	36,999	223,652	23,308	44,324	168,530	215,905	43,566	26,680	187,960	83,544	282,476	187,464	283,143	1,579,403
6500 Debt Services	0	0	500	0	0	0	95,550	0	0	0	0	0	18,675	994,593
6600 Capital Outlay	36,700	86,055	335,164	26,790	0	35,410	13,499	-99	8,690	0	0	66,377	357,734	469,408
8900 Other Uses/Non Operating	0	0	0	0	0	454,870	0	0	0	0	0	185,482	-2,749	244,212
Total Expenditures:	1,499,962	2,406,227	2,542,778	2,231,537	2,234,471	2,880,869	2,328,163	1,982,763	2,016,536	2,252,660	2,793,621	2,514,447	3,458,625	28,067,955
ENDING BALANCE	1,508,405	438,240	223,121	1,893,397	3,224,353	2,480,847	-859,705	-1,417,322	-829,500	-1,400,966	-1,199,078	-645,879	-1,127,822	-408,138
GF FB as of 8/31/13	8,490,723													
	9,999,128	10,437,368	10,660,489	12,553,886	16,058,646	15,034,733	14,175,028	12,757,706	11,928,206	10,527,241	9,328,163	8,682,283	7,554,461	

240	FOOD SERVICE	Actual Sep-13	Actual Oct-13	Actual Nov-13	Actual Dec-13	Actual Jan-13	Actual Jan-14	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-13	Actual Jun-13	Actual Jul-13	Actual Aug-13	2012-13 Totals
REVENUE:															
5700	Local Revenue:														
	Earnings from Temp Dep			413	0	0	0	831	0	0	1,023	0	0	994	3,579
	Foundation Revenue														0
	Lunch	32,163	35,514	28,146	21,567	25,625	29,874	27,014	17,723	29,526	26,465	2,397	0	20,398	243,170
	Breakfast	7,241	8,574	6,646	5,980	8,065	6,464	8,241	5,169	7,951	6,644	844	0	4,537	71,130
	A La Carte	8,563	9,853	8,162	6,740	7,576	8,998	9,000	5,766	10,215	8,603	1,307	0	2,769	78,948
	Adult Lunches	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Catering/Vending	0	0	0	269	871	1,105	280	1,146	535	1,140	398	89	1,435	9,574
	Summer Food Service	0	0	0	0	0	0	0	0	0	0	81	92	59	232
	Total Local Ren:	47,967	53,942	43,367	34,556	42,137	46,441	45,366	29,804	48,227	43,874	5,027	182	30,193	406,632
5800	State Revenue														
5829	Misc St Program Rev.	0	1,046	0	0	0	0	0	0	9,504	0	0	0	0	9,504
5831	TRS On-Behalf Benefit	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total State Rev:	0	1,046	0	0	0	0	0	0	9,504	0	0	0	0	9,504
5900	Federal Revenue														
5921	School Breakfast	0	36,071	41,264	33,639	24,113	26,664	28,093	31,840	22,110	37,175	41,672	0	7,437	293,729
5922	National School Lunch	0	102,977	116,069	92,093	68,117	77,755	87,884	98,069	68,386	113,436	127,121	0	24,568	886,331
5923	USDA Donated Com	9,513	9,513	9,513	9,513	7,195	9,513	7,195	7,198	7,195	7,195	7,195	7,195	16,815	95,967
5929	Fed Rev TEA-Sum Feed	0	0	0	0	0	0	0	0	0	0	0	0	25,052	25,052
	Total Federal Rev:	9,513	148,562	166,846	135,246	99,425	113,933	123,172	137,107	97,691	157,806	175,989	7,195	73,872	1,301,079
7900	Other Res/Non-Oper:														
7940	Other Res/Non-Oper	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Other Res:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue:	57,481	203,550	210,213	169,802	141,562	160,374	168,538	166,912	155,421	201,680	181,015	7,377	104,065	1,717,215
EXPENDITURES:															
6000	Expenditures:														
6100	Payroll & Benefits	39,132	45,692	47,895	50,202	42,157	46,494	42,736	43,751	42,658	45,269	56,333	43,036	55,932	536,793
6200	Contracted Services	0	123,608	135,901	111,701	98,720	124,026	49,351	81,196	113,384	100,199	96,090	51,081	26,148	949,540
6300	Supplies & Materials	9,806	20,610	10,007	9,945	7,307	10,164	7,320	7,359	7,520	7,678	7,455	7,757	8,635	90,512
6400	Other Operating	11	165	105	160	27	55	111	21	86	111	159	130	130	1,085
6600	Capital Outlay	0	9,243	0	0	0	0	0	0	0	0	0	0	0	0
	Total Expenditures:	48,948	199,318	193,908	172,007	148,211	180,739	99,518	132,327	163,648	153,257	160,037	102,004	90,846	1,577,931
	ENDING BALANCE	8,533	12,765	29,071	26,865	55,914	6,500	75,519	110,104	101,877	150,300	171,279	76,651	89,870	139,284

511	DEBT SERVICE	Actual Sep-13	Actual Oct-13	Actual Nov-13	Actual Dec-13	Actual Jan-13	Actual Jan-14	Actual Feb-13	Actual Mar-13	Actual Apr-13	Actual May-13	Actual Jun-13	Actual Jul-13	Actual Aug-13	2012-13 Totals
REVENUE:															
5700	Local Revenue:														
5711	Taxes Current Year	2,909	4,640	171,262	574,735	791,935	774,605	188,583	21,119	10,712	8,010	6,612	10,008	3,182	1,738,138
5712	Taxes Prior Years	1,258	6,775	3,347	2,015	2,647	4,295	3,378	3,661	1,337	1,115	1,153	3,903	1,645	32,730
5719	Pen, Int, & Other	1,158	1,928	1,048	785	947	1,105	2,986	3,093	1,533	1,207	1,265	2,658	1,350	20,229
5742	Earnings Fm Temp Dep	92	90	107	166	713	344	831	778	770	803	783	817	456	6,826
	Total Local Rev:	5,417	13,434	175,764	577,702	796,242	780,348	195,777	28,651	14,351	11,136	9,813	17,386	6,633	1,797,924
5800	State Revenue:														
5829	St Rev Dist By TEA	0	0	22,190	0	0	0	0	0	0	0	0	0	0	53,770
	Total State Rev:	0	0	22,190	0	0	0	0	0	0	0	0	0	0	53,770
7900	Other Res/Non-Oper:														
7940	Other Res/Non-Oper Rev	0	0	1,619	0	0	0	0	0	0	0	0	0	0	0
	Total Other Res:	0	0	1,619	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue:	5,417	13,434	199,573	577,702	796,242	780,348	195,777	28,651	14,351	11,136	9,813	17,386	6,633	1,851,694
EXPENDITURES:															
6000	Expenditures:														
6500	Debt Service														
6511	Bond Principal	0	0	0	0	0	0	335,000	0	0	0	0	0	520,000	855,000
6521	Interest on Bonds	0	0	0	0	0	0	476,084	0	0	0	0	0	469,384	945,469
6599	Other Debt Fees	0	0	500	0	0	0	0	400	0	0	0	0	0	900
	Total Expenditures:	0	0	500	0	0	0	811,084	400	0	0	0	0	989,384	1,801,369
	ENDING BALANCE	5,417	18,851	217,924	795,626	1,567,446	1,575,974	960,667	988,918	1,003,269	1,014,405	1,024,218	1,041,604	58,853	50,325
Total Approved Budget 199, 240, 511															
	TOTAL REVENUE	3,071,266	3,061,451	3,175,684	4,872,437	6,396,628	6,302,438	1,832,773	761,003	1,356,809	1,064,510	1,785,372	1,893,331	2,441,501	31,228,726
	TOTAL EXP	1,548,910	2,605,545	2,737,185	2,403,544	2,382,682	3,061,608	3,238,766	2,115,490	2,180,184	2,405,917	2,953,658	2,616,451	4,538,855	31,447,254
	ENDING BALANCE	1,522,355	1,978,262	2,416,761	4,885,654	8,783,147	8,126,484	6,720,491	5,366,005	4,542,629	3,201,222	2,032,936	1,309,816	-787,539	

**Consent Agenda:
Personnel**

Compensation Market Study for Administrative Personnel

Summary

In the past there has always been some question as to what districts should be included in the market study comparison group, and whether or not the same comparison group should be used for different classifications of personnel; i.e., superintendent, administrative and professional personnel, teachers, clerical / paraprofessional, and manual trades. To create as much equity in the market study as possible it was decided that two comparison groups would be used to provide information on how ECISD compensation compares to districts across the State and Region with similar enrollments, i.e., 3,000 to 4,000 students. The same two groups of districts will be used for all market study comparisons.

The Statewide Comparison Group contains approximately 38 districts from across the state with enrollments of 3,000 to 4,000 students.

The Regional Comparison Group contains approximately 15 districts with 3,000 to 4,000 students located in the following Education Service Center Regions:

- Region 2 – Corpus Christi
- Region 3 – Victoria
- Region 4 – Houston
- Region 5 – Beaumont
- Region 6 – Huntsville
- Region 13 – Austin
- Region 20 – San Antonio

The positions included in this market study include:

- Assistant Principal – Elementary School
- Assistant Principal – High School
- Assistant Principal – Middle School
- Chief Financial Officer
- Chief Instruction/Curriculum Officer
- Director of Athletics/Head Football Coach
- Director of Maintenance
- Director of Special Education
- Director of Transportation
- Federal Programs Administrator
- Principal – Elementary School
- Principal – High School
- Principal – Middle School

ECISD Board Policy	DEA (LOCAL), COMPENSATION AND BENEFITS: SALARIES, WAGES AND STIPENDS
Effective Date	2013-2014
Previous Board Action	<p>The Board adopted the current compensation plan in the Spring of 2005.</p> <p>Annually the Board reviews the compensation plan. Comparisons are made to the area job market and decisions are made with regards to structure adjustments and general pay increases.</p>
Future Action Expected	<p>Annually the Board reviews the compensation plan. Comparisons are made to the area job market and decisions are made with regards to structure adjustments and general pay increases.</p>
Background Information and Significant Issues	<p>Annual compensation studies are done to make sure that our compensation plan maintains both internal and external equity.</p> <p>Internal equity is evaluated to ensure that positions are compensated equitably based upon the four compensable factors:</p> <ul style="list-style-type: none"> • Knowledge or Skill (level of education required; level of experience required; land of specialized expertise) • Effort (degree of independent judgment involved in decision making; complexity of tasks; and level and nature of business communications) • Responsibility (impact on district operations; for district assets or financial accounts; evaluation and employment of others; and scope and authority in supervision of others) • Environment (working conditions) <p>External equity is evaluated to make sure that ECISD positions are compensated equitably in relation to similar positions in similar districts.</p> <p>In the past the Board has tried to maintain our compensation plan at 103% to 105% of the market average, which should give us a competitive advantage for recruiting and retaining high quality personnel. The following tables show the district's daily rate and annual compensation as a percentage of the market average for each position for both the state and regional comparison groups. Positions are listed in rank order.</p>

Note: In many districts Director of Maintenance and Director of Transportation may be a certified contract employee.

Statewide Comparison Group

Position	Daily Rate Market Ratio	Annual Pay Market Ratio
Director of Maintenance	82.7%	83.9%
Director of Transportation	87.9%	93.2%
Assistant Principal – Middle School	97.5%	98.9%
Assistant Principal – High School	99.0%	98.2%
Chief Instruction / Curriculum Officer	100.1%	100.1%
Principal – Elementary School	104.5%	103.1%
Principal – Middle School	105.1%	105.1%
Assistant Principal – Elementary School	107.1%	107.2%
Director of Athletics / Head Football Coach	107.1%	107.1%
Chief Financial Officer	107.2%	107.2%
Principal – High School	108.6%	108.6%
Director of Special Education	110.9%	110.9%

Regional Comparison Group

Position	Daily Rate Market Ratio	Annual Pay Market Ratio
Director of Maintenance	78.0%	80.4%
Director of Transportation	82.2%	88.1%
Assistant Principal – Middle School	97.1%	98.5%
Chief Instruction / Curriculum Officer	98.8%	98.8%
Assistant Principal – High School	100.5%	100.5%
Principal – Elementary School	102.6%	101.2%
Chief Financial Officer	107.4%	107.4%
Principal – High School	108.1%	108.1%
Assistant Principal – Elementary School	109.0%	109.0%
Director of Athletics / Head Football Coach	109.4%	109.4%
Principal – Middle School	110.4%	110.4%
Director of Special Education	110.7%	110.7%

Fiscal Impact	None.
Student and Public Benefit	A compensation plan that remains at 103% to 105% of the market median helps to attract quality applicants and retain excellent employees.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Lists of Districts in Each Comparison Group • TASB HR Services Customized Report of All Districts Statewide with an Enrollment of 3,000 – 4,000 Students • TASB HR Services Customized Report of All Districts in Regions 2, 3, 4, 5, 6, 13, and 20 with an Enrollment of 3,000 – 4,000 Students
Contact Person(s)	Mark Pool, Superintendent of Schools
Action Required	No Action Required.
Superintendent's Recommendation	Information item only. Mark Pool, Superintendent of Schools

Statewide and Regional Compensation Comparison Groups

Districts with Student Enrollment of 3000 – 4000 (Regional Highlighted)

1.	Andrews ISD	3,700	
2.	Aransas County ISD		3,235
3.	Athens ISD	3,385	
4.	Bay City ISD	3,620	
5.	Beeville ISD	3,400	
6.	Brownwood ISD	3,500	
7.	Burkburnett ISD	3,300	
8.	Burnet ISD	3,100	
9.	Calallen ISD	3,875	
10.	Castleberry ISD	3,819	
11.	Chapel Hill ISD – Smith County		3,451
12.	Cleveland ISD	3,356	
13.	Columbia-Brazoria ISD		3,020
14.	Floresville ISD	4,000	
15.	Henderson ISD	3,400	
16.	Huffman ISD	3,300	
17.	Kaufman ISD	3,750	
18.	Kennedale ISD	3,200	
19.	Kilgore ISD	3,918	
20.	La Feria ISD	3,750	
21.	La Vernia ISD	3,119	
22.	Lake Worth ISD	3,200	
23.	Lampasas ISD	3,382	
24.	Levelland ISD	3,100	
25.	Little Cypress-Mauriceville CISD		3,360
26.	Lovejoy ISD	3,800	
27.	Lumberton ISD	3,900	
28.	Marble Falls ISD	3,887	
29.	Mineral Wells ISD		3,500
30.	Palestine ISD	3,300	
31.	Pampa ISD	3,700	
32.	Paris ISD	3,561	
33.	Pleasanton ISD	3,500	
34.	Princeton ISD	3,600	
35.	Robstown ISD	3,000	
36.	Somerset ISD	4,000	
37.	Splendora ISD	3,500	
38.	Springtown ISD	3,400	
39.	Stafford Municipal School District		
		3,500	
40.	Stephenville ISD		3,726
41.	Taylor ISD	3,200	
42.	Wylie ISD – Taylor County		3,700
43.	Zapata County ISD		3,697



2013 Custom Comparison Report
 Report ID = District Administrators Report Statewide Comparison
 Report Created: 2/19/2014 9:32:20 AM
 Enrollment Selection: 3,000 to 4,000
 ESC Selection: All

Position Information				Duty Days		Average Daily Pay			Average Pay		
Position	Districts Reporting	Total Staff	My District Staff	Median Duty Days	My District Duty Days	Market Average	My District Average	My District % of Market	Market Average	My District Average	My District % of Market
Assistant Principal - Elementary School	37	115	3	207	207	\$286	\$307	107.1%	\$59,232	\$63,465	107.2%
Assistant Principal - High School	38	102	2	212	210	\$306	\$303	99.0%	\$64,835	\$63,580	98.1%
Assistant Principal - Middle School	37	65	2	207	210	\$307	\$299	97.5%	\$63,500	\$62,799	98.9%
Chief Financial Officer	23	23	1	226	226	\$429	\$460	107.2%	\$96,867	\$103,854	107.2%
Chief Instruction/Curriculum Officer	17	19	1	226	226	\$428	\$429	100.1%	\$96,743	\$96,857	100.1%
Director of Athletics/Head Football Coach	33	33	1	226	226	\$384	\$412	107.1%	\$86,828	\$93,019	107.1%
Director of Maintenance	28	28	1	240	243	\$294	\$243	82.7%	\$70,400	\$59,039	83.9%
Director of Special Education	33	33	1	226	226	\$355	\$394	110.9%	\$80,270	\$89,004	110.9%
Director of Transportation	30	30	1	229	243	\$277	\$243	87.9%	\$63,328	\$59,039	93.2%
Federal Programs Administrator	14	14		226		\$347			\$78,417		
Principal - Elementary School	38	120	3	220	217	\$336	\$351	104.5%	\$73,908	\$76,187	103.1%
Principal - High School	38	39	1	226	226	\$407	\$442	108.6%	\$92,078	\$99,957	108.6%
Principal - Middle School	37	39	1	226	226	\$362	\$380	105.1%	\$81,725	\$85,924	105.1%



2013 Custom Comparison Report
 Report ID = Administrators Report Regional Comparison
 Report Created: 2/19/2014 9:36:40 AM
 Enrollment Selection: 3,000 to 4,000
 ESC Selection: Multiple

Position Information				Duty Days		Average Daily Rate			Average Pay		
Position	Districts Reporting	Total Staff	My District Staff	Median Duty Days	My District Duty Days	Market Average	My District Average	My District % of Market	Market Average	My District Average	My District % of Market
Assistant Principal - Elementary School	15	43	3	207	207	\$281	\$307	109.0%	\$58,250	\$63,465	109.0%
Assistant Principal - High School	15	42	2	210	210	\$301	\$303	100.5%	\$63,289	\$63,580	100.5%
Assistant Principal - Middle School	15	27	2	207	210	\$308	\$299	97.1%	\$63,741	\$62,799	98.5%
Chief Financial Officer	9	9	1	226	226	\$428	\$460	107.4%	\$96,718	\$103,854	107.4%
Chief Instruction/Curriculum Officer	8	9	1	226	226	\$434	\$429	98.8%	\$98,032	\$96,857	98.8%
Director of Athletics/Head Football Coach	15	15	1	226	226	\$376	\$412	109.4%	\$85,000	\$93,019	109.4%
Director of Maintenance	13	13	1	236	243	\$311	\$243	78.0%	\$73,468	\$59,039	80.4%
Director of Special Education	13	13	1	226	226	\$356	\$394	110.7%	\$80,410	\$89,004	110.7%
Director of Transportation	12	12	1	227	243	\$296	\$243	82.2%	\$66,984	\$59,039	88.1%
Federal Programs Administrator	7	7		226		\$330			\$74,667		
Principal - Elementary School	15	43	3	220	217	\$342	\$351	102.6%	\$75,290	\$76,187	101.2%
Principal - High School	15	16	1	226	226	\$409	\$442	108.1%	\$92,500	\$99,957	108.1%
Principal - Middle School	14	15	1	226	226	\$345	\$380	110.4%	\$77,865	\$85,924	110.4%

Business and Operations Timelines for Competitive Sealed Proposals for Repair and Resurfacing of the Track at Ricebird Stadium and Resurfacing of the High School Tennis Courts

Summary The following is a proposed timeline for repair and resurfacing of the track at Ricebird Stadium and resurfacing of the high school tennis courts that was presented to the Board on December 17, 2014. I will be meeting with Malcolm Gaus and David Barger, the engineer who originally designed the track, on Wednesday, February 26th, to review this project and completion timelines.

- March 6, 2014 – Drawings and specifications completed;
- March 6, 2014 – Request for Competitive Sealed Proposals issued;
- March 20, 2014 – Proposals Received
- March 25, 2014 –Special Board Meeting to Consider Proposals (or reschedule Regular Meeting from March 18th to March 25th)
- April 1, 2014 – Notice to Proceed
- June 9, 2014 – Start Construction
- August 1, 2014 – Substantial Completion

ECISD Board Policy None.

Effective Date February 25, 2014

Previous Board Action The Board conducted a Facilities Workshop on June 11, 2013. These projects have been a part of our ongoing discussions since that time.
The Board was presented with a timeline for this project on December 17, 2013.

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

Background Information and Significant Issues None.

Fiscal Impact **Quotes from Hellas Construction**

- Running Track Repair and Patch (Revised)\$40,220.00

- Running Track Retop\$85,868.00
- Recondition Tennis Courts.....\$23,500.00

Total**\$149,588.00**

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

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues None.

Attachments None.

Contact Person(s) Mark Pool, Superintendent of School

Action Required No action required.

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

Business and Operations Discuss Possible Issuance of Maintenance Tax Notes

Summary

Financial Advisor, Lewis Wilks, will attend the meeting to discuss the possible issuance of maintenance tax notes to refund the current Maintenance Tax Notes, Series 2005, which were issued under a performance contract for energy savings; plus an additional \$1 million or \$2 million in new money that could be used for some of our pending projects.

According to the Long-Term Obligations Notes in our annual audit report, on August 31, 2013, the ending balance on the Maintenance Tax Notes, Series 2005, was \$780,000, with \$80,000 due within one year. This would leave us with a remaining balance of \$700,000 on August 31, 2014.

J.J. Croix worked with Lewis Wilks to come up with two possible scenarios:

Scenario No. 1 would provide \$715,000 to refund the existing Maintenance Tax Notes, Series 2005; and \$1,020,000 in new money. Assuming an April 1, 2014 transaction date at 2.6% the present value savings on the existing debt over eight years would be \$52,962.30.

The average annual debt service to be paid from M&O revenue for the next fifteen years would be \$143,364. Currently the average debt service to be paid from M&O over the next seven years is \$117,196; so, on the average, this scenario would add an additional \$26,168 annually to be paid from the M&O side of the budget.

Scenario No. 2 would provide \$705,000 to refund the existing Maintenance Tax Notes, Series 2005; and \$2,000,000 in new money. Assuming an April 1, 2014 transaction date at 2.589% interest the present value savings on the existing debt over the next eight years would be \$63,060.98.

The average annual debt service to be paid from M&O revenue for the next fifteen years would be \$223,477. Currently the average debt service to be paid from M&O over the next seven years is \$117,196; so, on the average, this scenario would add an additional \$106,281 annually to be paid from the M&O side of the budget.

Part of the thought process is that at some point in the future there is a possibility that this debt could be paid off with surplus General Fund fund balance as we did a couple of years ago.

ECISD Board Policy	CFF (LEGAL), LOCAL REVENUE SOURCES, LOANS AND NOTES
Effective Date	April 1, 2014
Previous Board Action	The Board previously issued the Maintenance Tax Notes, Series 2005, under a performance contract with <i>TAC America</i> for an energy management retrofit,.
Future Action Expected	The Board could consider approving the issuance of Maintenance Tax Notes, Series 2014, to refund the existing maintenance tax notes and provide some additional new money for facility renovations.
Background Information and Significant Issues	<p>Under the authority of <i>Texas Education Code § 45.108</i>, the Board may borrow money for the purpose of paying maintenance expenses. The term “maintenance expenses” or “maintenance expenditures” means any lawful expenditure of the District other than payment of principal of and interest on bonds. In other words, proceeds from the maintenance tax notes could not be used to pay off bonded indebtedness on the Interest and Sinking Fund side of the budget.</p> <p>The term does include expenditures relating to notes issued to refund notes previously issued if the refunding notes are coterminous (i.e., coextensive or current in scope an duration) with the refunded obligation. In other words, these maintenance tax notes could be used to pay off the existing Maintenance Tax Notes, Series 2005.</p> <p>The term also includes:</p> <ul style="list-style-type: none"> • Costs incurred in connection with environmental cleanup and asbestos cleanup and removal programs implemented by the District. • Costs incurred in connection with the maintenance, <u>repair, rehabilitation, or replacement</u> of heating, air conditioning, water, sanitation, roofing, flooring, electric, or other <u>building systems of existing school properties</u>. <p>Maintenance tax notes may not be used for new construction such as the proposed elementary classrooms, new field house and public restrooms, and FFA Project Center. However, the proceeds from the maintenance tax notes could be used for rehabilitation of existing facilities such as the auditorium and/or renovation of the existing</p>

field house.

Fiscal Impact

Current year interest:

- Scenario No. 1.....\$17,560
- Scenario No. 2.....\$27,396

Student and Public Benefit

Either of these could provide some immediate funds for renovation projects and savings by refunding current existing debt.

Procedural and Reporting Implications

None.

Public Comments

None.

Alternatives

None.

Other Comments and Related Issues

The repayment of maintenance tax notes from maintenance and operations (M&O) funds potentially puts pressure on a district's operating budget in future years.

It should also be noted that the interest rate on maintenance tax notes is higher than unlimited tax bond as maintenance tax notes do not qualify for the Permanent School Fund guarantee.

Maintenance tax notes do not require voter approval.

Attachments

- Notes prepared by U.S. Capital Advisors for Refunding Maintenance Tax Notes and \$1 Million New Money
- Notes prepared by U.S. Capital Advisors for Refunding Maintenance Tax Notes and \$2 Million New Money

Contact Person(s)

Mark Pool, Superintendent of Schools

David Bright, Assistant Superintendent for Finance and Operations

Action Required

No Action Required.

Superintendent's Recommendation

Information item only.

Mark Pool, Superintendent of Schools

SOURCES AND USES OF FUNDS

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Sources:	Maintenance Tax Notes, Series 2014	Maintenance Tax & Refunding Notes, Series 2014	Total
Bond Proceeds:			
Par Amount	1,020,000.00	715,000.00	1,735,000.00
Premium	28,514.05	24,013.80	52,527.85
	<u>1,048,514.05</u>	<u>739,013.80</u>	<u>1,787,527.85</u>
Uses:			
Project Fund Deposits:			
Project Fund	1,000,000.00		1,000,000.00
Refunding Escrow Deposits:			
Cash Deposit		704,261.39	704,261.39
Delivery Date Expenses:			
Cost of Issuance	32,334.29	22,665.71	55,000.00
Underwriter's Discount	7,650.00	5,362.50	13,012.50
Bond Insurance	7,003.68	4,909.44	11,913.12
	<u>46,987.97</u>	<u>32,937.65</u>	<u>79,925.62</u>
Other Uses of Funds:			
Deposit to Debt Service Fund	1,526.08	1,814.76	3,340.84
	<u>1,048,514.05</u>	<u>739,013.80</u>	<u>1,787,527.85</u>

SUMMARY OF REFUNDING RESULTS

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Dated Date	04/01/2014
Delivery Date	04/01/2014
Arbitrage yield	2.602093%
Escrow yield	
Value of Negative Arbitrage	
Bond Par Amount	715,000.00
True Interest Cost	1.575494%
Net Interest Cost	1.607873%
Average Coupon	2.267247%
Average Life	3.956
Par amount of refunded bonds	700,000.00
Average coupon of refunded bonds	4.658341%
Average life of refunded bonds	4.072
PV of prior debt to 04/01/2014 @ 2.602093%	758,968.61
Net PV Savings	54,777.06
Percentage savings of refunded bonds	7.825294%
Percentage savings of refunding bonds	7.661127%

SAVINGS

El Campo Independent School District
 Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/01/2014 @ 2.6020931%
08/31/2014	16,675.00	5,732.22	10,942.78	10,837.98
08/31/2015	116,225.00	109,450.00	6,775.00	6,525.99
08/31/2016	116,850.00	112,500.00	4,350.00	4,064.31
08/31/2017	117,225.00	110,500.00	6,725.00	6,182.01
08/31/2018	117,350.00	108,500.00	8,850.00	7,964.24
08/31/2019	117,487.50	111,450.00	6,037.50	5,296.20
08/31/2020	117,650.00	109,350.00	8,300.00	7,120.58
08/31/2021	117,587.50	111,650.00	5,937.50	4,970.99
	837,050.00	779,132.22	57,917.78	52,962.30

Savings Summary

PV of savings from cash flow	52,962.30
Plus: Refunding funds on hand	1,814.76
Net PV Savings	54,777.06

BOND SUMMARY STATISTICS

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Dated Date	04/01/2014
Delivery Date	04/01/2014
Last Maturity	02/15/2029
Arbitrage Yield	2.602093%
True Interest Cost (TIC)	2.654245%
Net Interest Cost (NIC)	2.714404%
All-In TIC	3.191065%
Average Coupon	2.988372%
Average Life (years)	8.313
Weighted Average Maturity (years)	8.296
Duration of Issue (years)	7.314
Par Amount	1,735,000.00
Bond Proceeds	1,787,527.85
Total Interest	431,022.08
Net Interest	391,506.73
Total Debt Service	2,166,022.08
Maximum Annual Debt Service	147,975.00
Average Annual Debt Service	145,642.13
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.500000
Total Underwriter's Discount	7.500000
Bid Price	102.277542

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,735,000.00	103.028	2.988%	8.313	1,106.10
	1,735,000.00			8.313	1,106.10

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,735,000.00	1,735,000.00	1,735,000.00
+ Accrued Interest			
+ Premium (Discount)	52,527.85	52,527.85	52,527.85
- Underwriter's Discount	-13,012.50	-13,012.50	
- Cost of Issuance Expense		-55,000.00	
- Other Amounts		-11,913.12	-11,913.12
Target Value	1,774,515.35	1,707,602.23	1,775,614.73
Target Date	04/01/2014	04/01/2014	04/01/2014
Yield	2.654245%	3.191065%	2.602093%

BOND PRICING

El Campo Independent School District
 Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Premium (-Discount)
Bond Component:							
	02/15/2015	100,000	2.000%	0.400%	101.391		1,391.00
	02/15/2016	100,000	2.000%	0.550%	102.696		2,696.00
	02/15/2017	105,000	2.000%	0.800%	103.400		3,570.00
	02/15/2018	100,000	2.000%	1.100%	103.402		3,402.00
	02/15/2019	110,000	2.000%	1.300%	103.293		3,622.30
	02/15/2020	110,000	2.000%	1.600%	102.232		2,455.20
	02/15/2021	115,000	3.000%	1.950%	106.721		7,729.15
	02/15/2022	110,000	3.000%	2.200%	105.752		6,327.20
	02/15/2023	115,000	3.000%	2.400%	104.767		5,482.05
	02/15/2024	120,000	3.000%	2.500%	103.954 C	2.544%	4,744.80
	02/15/2025	120,000	3.000%	2.700%	102.350 C	2.748%	2,820.00
	02/15/2026	125,000	3.000%	2.850%	101.166 C	2.883%	1,457.50
	02/15/2027	130,000	3.000%	3.000%	100.000		
	02/15/2028	135,000	3.500%	3.100%	103.079 C	3.223%	4,156.65
	02/15/2029	140,000	3.500%	3.250%	101.910 C	3.336%	2,674.00
							52,527.85
		1,735,000					52,527.85

Dated Date	04/01/2014	
Delivery Date	04/01/2014	
First Coupon	08/15/2014	
Par Amount	1,735,000.00	
Premium	52,527.85	
Production	1,787,527.85	103.027542%
Underwriter's Discount	-13,012.50	-0.750000%
Purchase Price	1,774,515.35	102.277542%
Accrued Interest		
Net Proceeds	1,774,515.35	

BOND DEBT SERVICE

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/15/2014			17,559.58	17,559.58	
08/31/2014					17,559.58
02/15/2015	100,000	2.000%	23,587.50	123,587.50	
08/15/2015			22,587.50	22,587.50	
08/31/2015					146,175.00
02/15/2016	100,000	2.000%	22,587.50	122,587.50	
08/15/2016			21,587.50	21,587.50	
08/31/2016					144,175.00
02/15/2017	105,000	2.000%	21,587.50	126,587.50	
08/15/2017			20,537.50	20,537.50	
08/31/2017					147,125.00
02/15/2018	100,000	2.000%	20,537.50	120,537.50	
08/15/2018			19,537.50	19,537.50	
08/31/2018					140,075.00
02/15/2019	110,000	2.000%	19,537.50	129,537.50	
08/15/2019			18,437.50	18,437.50	
08/31/2019					147,975.00
02/15/2020	110,000	2.000%	18,437.50	128,437.50	
08/15/2020			17,337.50	17,337.50	
08/31/2020					145,775.00
02/15/2021	115,000	3.000%	17,337.50	132,337.50	
08/15/2021			15,612.50	15,612.50	
08/31/2021					147,950.00
02/15/2022	110,000	3.000%	15,612.50	125,612.50	
08/15/2022			13,962.50	13,962.50	
08/31/2022					139,575.00
02/15/2023	115,000	3.000%	13,962.50	128,962.50	
08/15/2023			12,237.50	12,237.50	
08/31/2023					141,200.00
02/15/2024	120,000	3.000%	12,237.50	132,237.50	
08/15/2024			10,437.50	10,437.50	
08/31/2024					142,675.00
02/15/2025	120,000	3.000%	10,437.50	130,437.50	
08/15/2025			8,637.50	8,637.50	
08/31/2025					139,075.00
02/15/2026	125,000	3.000%	8,637.50	133,637.50	
08/15/2026			6,762.50	6,762.50	
08/31/2026					140,400.00
02/15/2027	130,000	3.000%	6,762.50	136,762.50	
08/15/2027			4,812.50	4,812.50	
08/31/2027					141,575.00
02/15/2028	135,000	3.500%	4,812.50	139,812.50	
08/15/2028			2,450.00	2,450.00	
08/31/2028					142,262.50
02/15/2029	140,000	3.500%	2,450.00	142,450.00	
08/31/2029					142,450.00
	1,735,000		431,022.08	2,166,022.08	2,166,022.08

BOND DEBT SERVICE

El Campo Independent School District
 Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			17,559.58	17,559.58
08/31/2015	100,000	2.000%	46,175.00	146,175.00
08/31/2016	100,000	2.000%	44,175.00	144,175.00
08/31/2017	105,000	2.000%	42,125.00	147,125.00
08/31/2018	100,000	2.000%	40,075.00	140,075.00
08/31/2019	110,000	2.000%	37,975.00	147,975.00
08/31/2020	110,000	2.000%	35,775.00	145,775.00
08/31/2021	115,000	3.000%	32,950.00	147,950.00
08/31/2022	110,000	3.000%	29,575.00	139,575.00
08/31/2023	115,000	3.000%	26,200.00	141,200.00
08/31/2024	120,000	3.000%	22,675.00	142,675.00
08/31/2025	120,000	3.000%	19,075.00	139,075.00
08/31/2026	125,000	3.000%	15,400.00	140,400.00
08/31/2027	130,000	3.000%	11,575.00	141,575.00
08/31/2028	135,000	3.500%	7,262.50	142,262.50
08/31/2029	140,000	3.500%	2,450.00	142,450.00
	1,735,000		431,022.08	2,166,022.08

BOND DEBT SERVICE

El Campo Independent School District
Maintenance Tax Notes, Series 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			11,827.36	11,827.36
08/31/2015	5,000	2.000%	31,725.00	36,725.00
08/31/2016			31,675.00	31,675.00
08/31/2017	5,000	2.000%	31,625.00	36,625.00
08/31/2018			31,575.00	31,575.00
08/31/2019	5,000	2.000%	31,525.00	36,525.00
08/31/2020	5,000	2.000%	31,425.00	36,425.00
08/31/2021	5,000	3.000%	31,300.00	36,300.00
08/31/2022	110,000	3.000%	29,575.00	139,575.00
08/31/2023	115,000	3.000%	26,200.00	141,200.00
08/31/2024	120,000	3.000%	22,675.00	142,675.00
08/31/2025	120,000	3.000%	19,075.00	139,075.00
08/31/2026	125,000	3.000%	15,400.00	140,400.00
08/31/2027	130,000	3.000%	11,575.00	141,575.00
08/31/2028	135,000	3.500%	7,262.50	142,262.50
08/31/2029	140,000	3.500%	2,450.00	142,450.00
	1,020,000		366,889.86	1,386,889.86

BOND DEBT SERVICE

El Campo Independent School District
Maintenance Tax & Refunding Notes, Series 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			5,732.22	5,732.22
08/31/2015	95,000	2.000%	14,450.00	109,450.00
08/31/2016	100,000	2.000%	12,500.00	112,500.00
08/31/2017	100,000	2.000%	10,500.00	110,500.00
08/31/2018	100,000	2.000%	8,500.00	108,500.00
08/31/2019	105,000	2.000%	6,450.00	111,450.00
08/31/2020	105,000	2.000%	4,350.00	109,350.00
08/31/2021	110,000	3.000%	1,650.00	111,650.00
	715,000		64,132.22	779,132.22

SUMMARY OF BONDS REFUNDED

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Maintenance tax notes, 05MTX:					
BOND	02/15/2015	5.000%	85,000.00	04/01/2014	100.000
	02/15/2016	5.000%	90,000.00	04/01/2014	100.000
	02/15/2017	5.000%	95,000.00	04/01/2014	100.000
	02/15/2018	5.000%	100,000.00	04/01/2014	100.000
	02/15/2019	4.500%	105,000.00	04/01/2014	100.000
	02/15/2020	4.500%	110,000.00	04/01/2014	100.000
	02/15/2021	4.500%	115,000.00	04/01/2014	100.000
			700,000.00		

PRIOR BOND DEBT SERVICE

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			16,675.00	16,675.00
08/31/2015	85,000	5.000%	31,225.00	116,225.00
08/31/2016	90,000	5.000%	26,850.00	116,850.00
08/31/2017	95,000	5.000%	22,225.00	117,225.00
08/31/2018	100,000	5.000%	17,350.00	117,350.00
08/31/2019	105,000	4.500%	12,487.50	117,487.50
08/31/2020	110,000	4.500%	7,650.00	117,650.00
08/31/2021	115,000	4.500%	2,587.50	117,587.50
	700,000		137,050.00	837,050.00

SOURCES AND USES OF FUNDS

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Sources:	Maintenance Tax Notes, Series 2014	Maintenance Tax & Refunding Notes, Series 2014	Total
Bond Proceeds:			
Par Amount	2,000,000.00	705,000.00	2,705,000.00
Premium	57,919.70	23,542.95	81,462.65
	<u>2,057,919.70</u>	<u>728,542.95</u>	<u>2,786,462.65</u>
Uses:			
Project Fund Deposits:			
Project Fund	2,000,000.00		2,000,000.00
Refunding Escrow Deposits:			
Cash Deposit		704,261.39	704,261.39
Delivery Date Expenses:			
Cost of Issuance	44,362.29	15,637.71	60,000.00
Underwriter's Discount	1,500.00	528.75	2,028.75
Bond Insurance	11,244.33	3,963.63	15,207.96
	<u>57,106.62</u>	<u>20,130.09</u>	<u>77,236.71</u>
Other Uses of Funds:			
Deposit to Debt Service Fund	813.08	4,151.47	4,964.55
	<u>2,057,919.70</u>	<u>728,542.95</u>	<u>2,786,462.65</u>

SUMMARY OF REFUNDING RESULTS

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Dated Date	04/01/2014
Delivery Date	04/01/2014
Arbitrage yield	2.588939%
Escrow yield	
Value of Negative Arbitrage	
Bond Par Amount	705,000.00
True Interest Cost	1.397734%
Net Interest Cost	1.432717%
Average Coupon	2.259104%
Average Life	3.950
Par amount of refunded bonds	700,000.00
Average coupon of refunded bonds	4.658341%
Average life of refunded bonds	4.072
PV of prior debt to 04/01/2014 @ 2.588939%	759,336.81
Net PV Savings	67,212.45
Percentage savings of refunded bonds	9.601779%
Percentage savings of refunding bonds	9.533681%

SAVINGS

El Campo Independent School District
 Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/01/2014 @ 2.5889393%
08/31/2014	16,675.00	5,639.17	11,035.83	10,930.67
08/31/2015	116,225.00	109,200.00	7,025.00	6,770.11
08/31/2016	116,850.00	107,300.00	9,550.00	9,020.29
08/31/2017	117,225.00	110,350.00	6,875.00	6,323.05
08/31/2018	117,350.00	108,350.00	9,000.00	8,103.37
08/31/2019	117,487.50	111,300.00	6,187.50	5,431.17
08/31/2020	117,650.00	109,200.00	8,450.00	7,254.21
08/31/2021	117,587.50	106,575.00	11,012.50	9,228.12
	837,050.00	767,914.17	69,135.83	63,060.98

Savings Summary

PV of savings from cash flow	63,060.98
Plus: Refunding funds on hand	4,151.47
Net PV Savings	67,212.45

BOND SUMMARY STATISTICS

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Dated Date	04/01/2014
Delivery Date	04/01/2014
Last Maturity	02/15/2029
Arbitrage Yield	2.588939%
True Interest Cost (TIC)	2.567730%
Net Interest Cost (NIC)	2.637396%
All-In TIC	2.947084%
Average Coupon	2.989429%
Average Life (years)	8.342
Weighted Average Maturity (years)	8.324
Duration of Issue (years)	7.352
Par Amount	2,705,000.00
Bond Proceeds	2,786,462.65
Total Interest	674,545.56
Net Interest	595,111.66
Total Debt Service	3,379,545.56
Maximum Annual Debt Service	229,300.00
Average Annual Debt Service	227,238.78
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	0.750000
Total Underwriter's Discount	0.750000
Bid Price	102.936558

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	2,705,000.00	103.012	2.989%	8.342	1,728.20
	2,705,000.00			8.342	1,728.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,705,000.00	2,705,000.00	2,705,000.00
+ Accrued Interest			
+ Premium (Discount)	81,462.65	81,462.65	81,462.65
- Underwriter's Discount	-2,028.75	-2,028.75	
- Cost of Issuance Expense		-60,000.00	
- Other Amounts		-15,207.96	-15,207.96
Target Value	2,784,433.90	2,709,225.94	2,771,254.69
Target Date	04/01/2014	04/01/2014	04/01/2014
Yield	2.567730%	2.947084%	2.588939%

BOND PRICING

El Campo Independent School District
 Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Premium (-Discount)
Bond Component:							
	02/15/2015	155,000	2.000%	0.400%	101.391		2,156.05
	02/15/2016	155,000	2.000%	0.550%	102.696		4,178.80
	02/15/2017	160,000	2.000%	0.800%	103.400		5,440.00
	02/15/2018	160,000	2.000%	1.100%	103.402		5,443.20
	02/15/2019	170,000	2.000%	1.300%	103.293		5,598.10
	02/15/2020	170,000	2.000%	1.600%	102.232		3,794.40
	02/15/2021	170,000	3.000%	1.950%	106.721		11,425.70
	02/15/2022	175,000	3.000%	2.200%	105.752		10,066.00
	02/15/2023	180,000	3.000%	2.400%	104.767		8,580.60
	02/15/2024	185,000	3.000%	2.500%	103.954 C	2.544%	7,314.90
	02/15/2025	190,000	3.000%	2.700%	102.350 C	2.748%	4,465.00
	02/15/2026	200,000	3.000%	2.850%	101.166 C	2.883%	2,332.00
	02/15/2027	205,000	3.000%	3.000%	100.000		
	02/15/2028	210,000	3.500%	3.100%	103.079 C	3.223%	6,465.90
	02/15/2029	220,000	3.500%	3.250%	101.910 C	3.336%	4,202.00
		2,705,000					81,462.65

Dated Date	04/01/2014	
Delivery Date	04/01/2014	
First Coupon	08/15/2014	
Par Amount	2,705,000.00	
Premium	81,462.65	
Production	2,786,462.65	103.011558%
Underwriter's Discount	-2,028.75	-0.075000%
Purchase Price	2,784,433.90	102.936558%
Accrued Interest		
Net Proceeds	2,784,433.90	

BOND DEBT SERVICE

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/15/2014			27,395.56	27,395.56	
08/31/2014					27,395.56
02/15/2015	155,000	2.000%	36,800.00	191,800.00	
08/15/2015			35,250.00	35,250.00	
08/31/2015					227,050.00
02/15/2016	155,000	2.000%	35,250.00	190,250.00	
08/15/2016			33,700.00	33,700.00	
08/31/2016					223,950.00
02/15/2017	160,000	2.000%	33,700.00	193,700.00	
08/15/2017			32,100.00	32,100.00	
08/31/2017					225,800.00
02/15/2018	160,000	2.000%	32,100.00	192,100.00	
08/15/2018			30,500.00	30,500.00	
08/31/2018					222,600.00
02/15/2019	170,000	2.000%	30,500.00	200,500.00	
08/15/2019			28,800.00	28,800.00	
08/31/2019					229,300.00
02/15/2020	170,000	2.000%	28,800.00	198,800.00	
08/15/2020			27,100.00	27,100.00	
08/31/2020					225,900.00
02/15/2021	170,000	3.000%	27,100.00	197,100.00	
08/15/2021			24,550.00	24,550.00	
08/31/2021					221,650.00
02/15/2022	175,000	3.000%	24,550.00	199,550.00	
08/15/2022			21,925.00	21,925.00	
08/31/2022					221,475.00
02/15/2023	180,000	3.000%	21,925.00	201,925.00	
08/15/2023			19,225.00	19,225.00	
08/31/2023					221,150.00
02/15/2024	185,000	3.000%	19,225.00	204,225.00	
08/15/2024			16,450.00	16,450.00	
08/31/2024					220,675.00
02/15/2025	190,000	3.000%	16,450.00	206,450.00	
08/15/2025			13,600.00	13,600.00	
08/31/2025					220,050.00
02/15/2026	200,000	3.000%	13,600.00	213,600.00	
08/15/2026			10,600.00	10,600.00	
08/31/2026					224,200.00
02/15/2027	205,000	3.000%	10,600.00	215,600.00	
08/15/2027			7,525.00	7,525.00	
08/31/2027					223,125.00
02/15/2028	210,000	3.500%	7,525.00	217,525.00	
08/15/2028			3,850.00	3,850.00	
08/31/2028					221,375.00
02/15/2029	220,000	3.500%	3,850.00	223,850.00	
08/31/2029					223,850.00
	2,705,000		674,545.56	3,379,545.56	3,379,545.56

BOND DEBT SERVICE

El Campo Independent School District
 Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			27,395.56	27,395.56
08/31/2015	155,000	2.000%	72,050.00	227,050.00
08/31/2016	155,000	2.000%	68,950.00	223,950.00
08/31/2017	160,000	2.000%	65,800.00	225,800.00
08/31/2018	160,000	2.000%	62,600.00	222,600.00
08/31/2019	170,000	2.000%	59,300.00	229,300.00
08/31/2020	170,000	2.000%	55,900.00	225,900.00
08/31/2021	170,000	3.000%	51,650.00	221,650.00
08/31/2022	175,000	3.000%	46,475.00	221,475.00
08/31/2023	180,000	3.000%	41,150.00	221,150.00
08/31/2024	185,000	3.000%	35,675.00	220,675.00
08/31/2025	190,000	3.000%	30,050.00	220,050.00
08/31/2026	200,000	3.000%	24,200.00	224,200.00
08/31/2027	205,000	3.000%	18,125.00	223,125.00
08/31/2028	210,000	3.500%	11,375.00	221,375.00
08/31/2029	220,000	3.500%	3,850.00	223,850.00
	2,705,000		674,545.56	3,379,545.56

BOND DEBT SERVICE

El Campo Independent School District
Maintenance Tax Notes, Series 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			21,756.39	21,756.39
08/31/2015	60,000	2.000%	57,850.00	117,850.00
08/31/2016	60,000	2.000%	56,650.00	116,650.00
08/31/2017	60,000	2.000%	55,450.00	115,450.00
08/31/2018	60,000	2.000%	54,250.00	114,250.00
08/31/2019	65,000	2.000%	53,000.00	118,000.00
08/31/2020	65,000	2.000%	51,700.00	116,700.00
08/31/2021	65,000	3.000%	50,075.00	115,075.00
08/31/2022	175,000	3.000%	46,475.00	221,475.00
08/31/2023	180,000	3.000%	41,150.00	221,150.00
08/31/2024	185,000	3.000%	35,675.00	220,675.00
08/31/2025	190,000	3.000%	30,050.00	220,050.00
08/31/2026	200,000	3.000%	24,200.00	224,200.00
08/31/2027	205,000	3.000%	18,125.00	223,125.00
08/31/2028	210,000	3.500%	11,375.00	221,375.00
08/31/2029	220,000	3.500%	3,850.00	223,850.00
	2,000,000		611,631.39	2,611,631.39

BOND DEBT SERVICE

El Campo Independent School District
Maintenance Tax & Refunding Notes, Series 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			5,639.17	5,639.17
08/31/2015	95,000	2.000%	14,200.00	109,200.00
08/31/2016	95,000	2.000%	12,300.00	107,300.00
08/31/2017	100,000	2.000%	10,350.00	110,350.00
08/31/2018	100,000	2.000%	8,350.00	108,350.00
08/31/2019	105,000	2.000%	6,300.00	111,300.00
08/31/2020	105,000	2.000%	4,200.00	109,200.00
08/31/2021	105,000	3.000%	1,575.00	106,575.00
	705,000		62,914.17	767,914.17

SUMMARY OF BONDS REFUNDED

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Maintenance tax notes, 05MTX:					
BOND	02/15/2015	5.000%	85,000.00	04/01/2014	100.000
	02/15/2016	5.000%	90,000.00	04/01/2014	100.000
	02/15/2017	5.000%	95,000.00	04/01/2014	100.000
	02/15/2018	5.000%	100,000.00	04/01/2014	100.000
	02/15/2019	4.500%	105,000.00	04/01/2014	100.000
	02/15/2020	4.500%	110,000.00	04/01/2014	100.000
	02/15/2021	4.500%	115,000.00	04/01/2014	100.000
			700,000.00		

PRIOR BOND DEBT SERVICE

El Campo Independent School District
Combined Refunding & New Money Maintenance Tax Notes, Srs 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			16,675.00	16,675.00
08/31/2015	85,000	5.000%	31,225.00	116,225.00
08/31/2016	90,000	5.000%	26,850.00	116,850.00
08/31/2017	95,000	5.000%	22,225.00	117,225.00
08/31/2018	100,000	5.000%	17,350.00	117,350.00
08/31/2019	105,000	4.500%	12,487.50	117,487.50
08/31/2020	110,000	4.500%	7,650.00	117,650.00
08/31/2021	115,000	4.500%	2,587.50	117,587.50
	700,000		137,050.00	837,050.00

Agenda Item Summary Sheet (5 B)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

Business and Operations	<p>Consider and Adopt an Order Authorizing the Issuance of El Campo Independent School District Unlimited Tax Refunding Bonds, Series 2014;</p> <p>Set Certain Parameters for the Bonds;</p> <p>Authorize a Pricing Officer to Approve the Amount, Interest Rates, Price and Terms Thereof; and</p> <p>Certain Other Procedures Provisions Related Thereto; and</p> <p>Authorize Resolution Prior to Maturity for Certain Outstanding Bonds</p>
Summary	<p>We have continued discussions with Lewis Wilks on different scenarios for reducing our debt. As you will recall when we did the Bank Qualified Refunding Bonds late last year (2013), we discussed doing another Bank Qualified Refunding early this year (2014). Lewis has done an analysis for refunding of the Series 2006 bonds —Refunded bond par amount \$9,190,000— Bank Qualified with the Permanent School Fund (PSF) guarantee and currently callable on August 15, 2015.</p> <p>The current analysis shows an estimated Net PV Savings of \$1,075,080 or 11.698% and cash flow savings of \$1,333,857 or about \$74,103 annually through 2031. The negative arbitrage is \$323,137. If you will recall Lewis has indicated in the past that it is advisable to take such action if the savings exceeds 4.0%.</p> <p>Lewis has suggested that the Board set parameters for the issuance of these bonds and authorization of David Bright and I, based on Lewis' recommendations, to approve the amount, interest rate, price and terms, at a time that will be the most advantageous to the district.</p> <p>This is the same process that we followed with the Unlimited Tax Refunding Bonds, Series 2013.</p>
ECISD Board Policy	CCA (LEGAL), LOCAL REVENUE SOURCES: BOND ISSUES
Effective Date	February 25, 2014
Previous Board Action	The Board did a similar parameter refunding bond sale last fall with Unlimited Tax Refunding Bond, Series 2013..

Future Action Expected	None.
Background Information and Significant Issues	<p>Lewis Wilks has prepared an analysis of the potential sale of El Campo Independent School District Unlimited Tax Refunding Bonds, Series 2014, in the amount of \$9,189,994.90 for a net present value savings to the District of \$1,075,080.17 over the next 18 years.</p> <p>The Board will actually set parameters for this sale and authorize David Bright and I to make a decision on the timing of the sale to stay within the established parameters.</p> <p>Bond counsel will provide the Board with the specific steps that need to be taken and documents that need to be executed at the meeting Tuesday night.</p>
Fiscal Impact	Unknown until final sale, but based on the present scenario the Net Present Value Savings to the District would be \$1,075,080.17 over the next 18 years.
Student and Public Benefit	Paying off the debt improves the District's financial position.
Procedural and Reporting Implications	There will be a number of steps that must take place. Please reference the attached "Timetable of Events" that outlines the actions and projected dates for all the participants involved.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	<p>In addition to the refunding issue, I asked Lewis Wilks to look at the impact of an \$8 million to \$12 million bond program on our I&S tax rate. He did a Preliminary Tax Rate Analysis that considered refunding the Series 2006 in 2014 with uniform savings (no restructure), and then wrapping new debt service from a proposed Series 2015 bond program around the existing debt.</p> <p>From the Preliminary Tax Rate Analysis it appears that the only way to significantly reduce the tax rate impact on the new money is to restructure the Series 2006 bonds. That then creates the risk that if the election is not approved and the District's debt service and corresponding tax rate drop in subsequent years of making it more difficult to pass an election in the future because of a larger increase.</p> <p>Another option is to hold off on the refunding now and do it at the same time as the proposed new money (Series 2015). However, by doing so we run the risk of losing the savings if the interest rate rises before early 2015.</p>

In the *Preliminary Tax Rate Analysis* Lewis Wilks looked at three scenarios:

Scenario No. 1 – Refunding Only

- Interest Rate Assumption 4.25%
- Collection Rate Assumption..... 98.00%
- Assumed Taxable Assessed Valuation Growth Rate through Tax Year 2023 1.00%
- Total Par Amount..... \$0.00
- Total New Debt Service \$0.00
- Maximum I&S Tax Rate (2014) \$0.1556
- Maximum I&S Tax Rate Increase \$0.00
- Maximum Tax Impact on \$100,000 Home..... \$0.00

Scenario No. 2 – Includes estimated savings from Series 2014 Refunding Bonds plus \$8,000,000 in new money

- Interest Rate Assumption 4.25%
- Collection Rate Assumption..... 98.00%
- Assumed Taxable Assessed Valuation Growth Rate through Tax Year 2023 1.00%
- Total Par Amount..... \$8,000,000
- Total New Debt Service \$14,079,413
- Maximum I&S Tax Rate (2016) \$0.1813
- Maximum I&S Tax Rate Increase \$0.0257
- Maximum Tax Impact on \$100,000 Home..... \$21.86

Scenario No. 3 - Includes estimated savings from Series 2014 Refunding Bonds plus \$12,000,000 in new money

- Interest Rate Assumption 4.25%
- Collection Rate Assumption..... 98.00%
- Assumed Taxable Assessed Valuation Growth Rate through Tax Year 2023 1.00%
- Total Par Amount..... \$12,000,000
- Total New Debt Service \$21,780,525
- Maximum I&S Tax Rate (2016) \$0.1968
- Maximum I&S Tax Rate Increase \$0.0412
- Maximum Tax Impact on \$100,000 Home..... \$35.00

Attachments

- Analysis of Potential Sale of El Campo Independent School District Unlimited Tax Refunding Bonds, Series 2014, prepared by U.S. Capital Advisors
- Timetable of Events for Potential Sale of El Campo Independent School District Unlimited Tax Refunding Bonds, Series 2014.
- Preliminary Tax Rate Analysis

Contact Person(s)

Mark Pool, Superintendent of Schools

David Bright, Assistant Superintendent of Finance and Operations

Action Required

I will know the specific actions to be taken by the Board after visiting with Bond Counsel prior to the meeting. I anticipate the following actions:

Motion, second and majority vote to adopt an Order authorizing the issuance of El Campo Independent School District Unlimited Tax Refunding Bonds, Series 2014; authorize a pricing officer to approve the amount, interest rates, price and terms; and certain other procedures and provisions related to this matter.

Superintendent's Recommendation

Recommendation at the meeting following consultation with bond counsel.

Mark Pool, Superintendent of Schools

SOURCES AND USES OF FUNDS

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Sources:

Bond Proceeds:	
Par Amount	9,189,994.90
Premium	790,307.85
	<hr/>
	9,980,302.75

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.99
SLGS Purchases	<hr/>
	9,813,699.00
	9,813,699.99
Delivery Date Expenses:	
Cost of Issuance	95,000.00
Underwriter's Discount	<hr/>
	71,063.55
	166,063.55
Other Uses of Funds:	
Deposit to Debt Service Fund	539.21
	<hr/>
	539.21
	<hr/>
	9,980,302.75

SAVINGS

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 03/01/2014 @ 2.5486569%
08/31/2014	216,212.50	179,030.14	37,182.36	36,755.85
08/31/2015	432,425.00	357,862.50	74,562.50	72,721.02
08/31/2016	607,425.00	530,912.50	76,512.50	72,746.55
08/31/2017	625,425.00	548,712.50	76,712.50	71,111.75
08/31/2018	1,042,425.00	960,762.50	81,662.50	73,754.94
08/31/2019	1,044,300.00	965,762.50	78,537.50	69,032.70
08/31/2020	1,044,825.00	970,062.50	74,762.50	64,053.25
08/31/2021	1,035,712.50	958,612.50	77,100.00	64,346.32
08/31/2022	300,750.00	221,862.50	78,887.50	64,137.87
08/31/2023	300,750.00	226,562.50	74,187.50	58,836.32
08/31/2024	300,750.00	226,112.50	74,637.50	57,712.48
08/31/2025	925,750.00	850,662.50	75,087.50	56,608.06
08/31/2026	947,625.00	871,462.50	76,162.50	55,935.12
08/31/2027	522,250.00	446,062.50	76,187.50	54,508.90
08/31/2028	518,250.00	442,812.50	75,437.50	52,600.28
08/31/2029	1,573,750.00	1,498,012.50	75,737.50	51,467.46
08/31/2030	1,570,750.00	1,495,937.50	74,812.50	49,482.75
08/31/2031	1,564,500.00	1,488,812.50	75,687.50	48,729.35
	14,573,875.00	13,240,017.64	1,333,857.36	1,074,540.97

Savings Summary

PV of savings from cash flow	1,074,540.97
Plus: Refunding funds on hand	539.21
Net PV Savings	1,075,080.18

SUMMARY OF REFUNDING RESULTS

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Dated Date	03/01/2014
Delivery Date	03/01/2014
Arbitrage yield	2.548657%
Escrow yield	0.178480%
Value of Negative Arbitrage	323,137.82
Bond Par Amount	9,189,994.90
True Interest Cost	2.893220%
Average Life	11.932
Par amount of refunded bonds	9,190,000.00
Average coupon of refunded bonds	4.825999%
Average life of refunded bonds	12.096
PV of prior debt to 03/01/2014 @ 2.548657%	11,316,822.66
Net PV Savings	1,075,080.18
Percentage savings of refunded bonds	11.698370%
Percentage savings of refunding bonds	11.698376%

BOND PRICING

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Principal per \$5,000 at Maturity	CAB Value at Maturity	Premium (-Discount)
Serial Bonds:									
	08/15/2014	45,000.00	3.000000%	0.250%	101.251				562.95
	08/15/2015	65,000.00	3.000000%	0.250%	103.992				2,594.80
	08/15/2016	240,000.00	3.000000%	0.350%	106.473				15,535.20
	08/15/2017	265,000.00	3.000000%	0.600%	108.195				21,716.75
	08/15/2019	690,000.00	3.000000%	1.100%	110.033				69,227.70
	08/15/2020	715,000.00	3.000000%	1.400%	109.842				70,370.30
	08/15/2021	725,000.00	3.000000%	1.700%	109.066				65,728.50
	08/15/2022	10,000.00	3.000000%	1.900%	108.554				855.40
	08/15/2023	15,000.00	3.000000%	2.150%	107.237				1,085.55
	08/15/2024	15,000.00	3.000000%	2.300%	105.917 C	2.358%			887.55
	08/15/2025	640,000.00	3.000000%	2.500%	104.186 C	2.576%			26,790.40
	08/15/2026	680,000.00	3.000000%	2.600%	103.333 C	2.683%			22,664.40
	08/15/2027	275,000.00	3.000000%	2.700%	102.487 C	2.777%			6,839.25
	08/15/2028	280,000.00	3.500000%	2.900%	104.929 C	3.075%			13,801.20
	08/15/2029	1,345,000.00	3.500000%	3.000%	104.088 C	3.163%			54,983.60
	08/15/2030	1,390,000.00	3.750000%	3.100%	105.290 C	3.330%			73,531.00
	08/15/2031	1,435,000.00	3.750000%	3.250%	104.041 C	3.440%			57,988.35
		<u>8,830,000.00</u>							<u>505,162.90</u>
Capital Appreciation Bonds:									
	08/15/2018	359,994.90	14.972316%	1.350%	94.181		2,627.70	685,000	285,144.95
		<u>9,189,994.90</u>						<u>685,000</u>	<u>790,307.85</u>

BOND PRICING

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Dated Date	03/01/2014	
Delivery Date	03/01/2014	
First Coupon	08/15/2014	
Par Amount	9,189,994.90	
Premium	790,307.85	
	<hr/>	
Production	9,980,302.75	105.331456%
Underwriter's Discount	-71,063.55	-0.750000%
	<hr/>	
Purchase Price	9,909,239.20	104.581456%
Accrued Interest		
	<hr/>	
Net Proceeds	9,909,239.20	

BOND SUMMARY STATISTICS

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Dated Date	03/01/2014
Delivery Date	03/01/2014
Last Maturity	08/15/2031
Arbitrage Yield	2.548657%
True Interest Cost (TIC)	2.893220%
All-In TIC	2.994399%
Average Life (years)	11.932
Weighted Average Maturity (years)	11.657
Duration of Issue (years)	9.675
Par Amount	9,189,994.90
Bond Proceeds	9,980,302.75
Total Interest	3,725,017.64
Net Interest	3,005,773.34
Total Debt Service	13,240,017.64
Maximum Annual Debt Service	1,498,012.50
Average Annual Debt Service	758,498.78
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.500000
Total Underwriter's Discount	7.500000
Bid Price	107.826384

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Capital Appreciation Bonds	359,994.90	179.208		4.456	287.70
Serial Bonds	8,830,000.00	105.721	3.448%	12.236	6,637.35
	9,189,994.90			11.932	6,925.05

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,189,994.90	9,189,994.90	9,189,994.90
+ Accrued Interest			
+ Premium (Discount)	790,307.85	790,307.85	790,307.85
- Underwriter's Discount	-71,063.55	-71,063.55	
- Cost of Issuance Expense		-95,000.00	
- Other Amounts			
Target Value	9,909,239.20	9,814,239.20	9,980,302.75
Target Date	03/01/2014	03/01/2014	03/01/2014
Yield	2.893220%	2.994399%	2.548657%

BOND DEBT SERVICE

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service	Annual Debt Service
08/15/2014	45,000.00	3.000000%	134,030.14		179,030.14	
08/31/2014						179,030.14
02/15/2015			146,431.25		146,431.25	
08/15/2015	65,000.00	3.000000%	146,431.25		211,431.25	
08/31/2015						357,862.50
02/15/2016			145,456.25		145,456.25	
08/15/2016	240,000.00	3.000000%	145,456.25		385,456.25	
08/31/2016						530,912.50
02/15/2017			141,856.25		141,856.25	
08/15/2017	265,000.00	3.000000%	141,856.25		406,856.25	
08/31/2017						548,712.50
02/15/2018			137,881.25		137,881.25	
08/15/2018	359,994.90	14.972316%	137,881.25	325,005.10	822,881.25	
08/31/2018						960,762.50
02/15/2019			137,881.25		137,881.25	
08/15/2019	690,000.00	3.000000%	137,881.25		827,881.25	
08/31/2019						965,762.50
02/15/2020			127,531.25		127,531.25	
08/15/2020	715,000.00	3.000000%	127,531.25		842,531.25	
08/31/2020						970,062.50
02/15/2021			116,806.25		116,806.25	
08/15/2021	725,000.00	3.000000%	116,806.25		841,806.25	
08/31/2021						958,612.50
02/15/2022			105,931.25		105,931.25	
08/15/2022	10,000.00	3.000000%	105,931.25		115,931.25	
08/31/2022						221,862.50
02/15/2023			105,781.25		105,781.25	
08/15/2023	15,000.00	3.000000%	105,781.25		120,781.25	
08/31/2023						226,562.50
02/15/2024			105,556.25		105,556.25	
08/15/2024	15,000.00	3.000000%	105,556.25		120,556.25	
08/31/2024						226,112.50
02/15/2025			105,331.25		105,331.25	
08/15/2025	640,000.00	3.000000%	105,331.25		745,331.25	
08/31/2025						850,662.50
02/15/2026			95,731.25		95,731.25	
08/15/2026	680,000.00	3.000000%	95,731.25		775,731.25	
08/31/2026						871,462.50
02/15/2027			85,531.25		85,531.25	
08/15/2027	275,000.00	3.000000%	85,531.25		360,531.25	
08/31/2027						446,062.50
02/15/2028			81,406.25		81,406.25	
08/15/2028	280,000.00	3.500000%	81,406.25		361,406.25	
08/31/2028						442,812.50
02/15/2029			76,506.25		76,506.25	
08/15/2029	1,345,000.00	3.500000%	76,506.25		1,421,506.25	
08/31/2029						1,498,012.50
02/15/2030			52,968.75		52,968.75	
08/15/2030	1,390,000.00	3.750000%	52,968.75		1,442,968.75	

BOND DEBT SERVICE

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service	Annual Debt Service
08/31/2030						1,495,937.50
02/15/2031			26,906.25		26,906.25	
08/15/2031	1,435,000.00	3.750000%	26,906.25		1,461,906.25	
08/31/2031						1,488,812.50
	9,189,994.90		3,725,017.64	325,005.10	13,240,017.64	13,240,017.64

BOND DEBT SERVICE

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service
08/31/2014	45,000.00	3.000000%	134,030.14		179,030.14
08/31/2015	65,000.00	3.000000%	292,862.50		357,862.50
08/31/2016	240,000.00	3.000000%	290,912.50		530,912.50
08/31/2017	265,000.00	3.000000%	283,712.50		548,712.50
08/31/2018	359,994.90	14.972316%	275,762.50	325,005.10	960,762.50
08/31/2019	690,000.00	3.000000%	275,762.50		965,762.50
08/31/2020	715,000.00	3.000000%	255,062.50		970,062.50
08/31/2021	725,000.00	3.000000%	233,612.50		958,612.50
08/31/2022	10,000.00	3.000000%	211,862.50		221,862.50
08/31/2023	15,000.00	3.000000%	211,562.50		226,562.50
08/31/2024	15,000.00	3.000000%	211,112.50		226,112.50
08/31/2025	640,000.00	3.000000%	210,662.50		850,662.50
08/31/2026	680,000.00	3.000000%	191,462.50		871,462.50
08/31/2027	275,000.00	3.000000%	171,062.50		446,062.50
08/31/2028	280,000.00	3.500000%	162,812.50		442,812.50
08/31/2029	1,345,000.00	3.500000%	153,012.50		1,498,012.50
08/31/2030	1,390,000.00	3.750000%	105,937.50		1,495,937.50
08/31/2031	1,435,000.00	3.750000%	53,812.50		1,488,812.50
	9,189,994.90		3,725,017.64	325,005.10	13,240,017.64

SUMMARY OF BONDS REFUNDED

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Bond	Maturity Date	CUSIP	Interest Rate	Par Amount	Call Date	Call Price
U/L Tax School Building Bonds, Series 2006, 06REMAIN:						
BOND1	08/15/2016	282783DE6	4.000%	175,000.00	08/15/2015	100.000
	08/15/2017	282783DF3	4.000%	200,000.00	08/15/2015	100.000
	08/15/2018	282783DG1	4.500%	625,000.00	08/15/2015	100.000
	08/15/2019	282783DH9	4.500%	655,000.00	08/15/2015	100.000
	08/15/2020	282783DJ5	4.250%	685,000.00	08/15/2015	100.000
	08/15/2021	282783DK2	4.250%	705,000.00	08/15/2015	100.000
BOND2	08/15/2025	282783DQ9	4.500%	625,000.00	08/15/2015	100.000
	08/15/2026	282783DQ9	4.500%	675,000.00	08/15/2015	100.000
BOND3	08/15/2027	282783DS5	5.000%	280,000.00	08/15/2015	100.000
	08/15/2028	282783DS5	5.000%	290,000.00	08/15/2015	100.000
BOND4	08/15/2029	282783DV8	5.000%	1,360,000.00	08/15/2015	100.000
	08/15/2030	282783DV8	5.000%	1,425,000.00	08/15/2015	100.000
	08/15/2031	282783DV8	5.000%	1,490,000.00	08/15/2015	100.000
				9,190,000.00		

PRIOR BOND DEBT SERVICE

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2014			216,212.50	216,212.50
08/31/2015			432,425.00	432,425.00
08/31/2016	175,000	4.000%	432,425.00	607,425.00
08/31/2017	200,000	4.000%	425,425.00	625,425.00
08/31/2018	625,000	4.500%	417,425.00	1,042,425.00
08/31/2019	655,000	4.500%	389,300.00	1,044,300.00
08/31/2020	685,000	4.250%	359,825.00	1,044,825.00
08/31/2021	705,000	4.250%	330,712.50	1,035,712.50
08/31/2022			300,750.00	300,750.00
08/31/2023			300,750.00	300,750.00
08/31/2024			300,750.00	300,750.00
08/31/2025	625,000	4.500%	300,750.00	925,750.00
08/31/2026	675,000	4.500%	272,625.00	947,625.00
08/31/2027	280,000	5.000%	242,250.00	522,250.00
08/31/2028	290,000	5.000%	228,250.00	518,250.00
08/31/2029	1,360,000	5.000%	213,750.00	1,573,750.00
08/31/2030	1,425,000	5.000%	145,750.00	1,570,750.00
08/31/2031	1,490,000	5.000%	74,500.00	1,564,500.00
	9,190,000		5,383,875.00	14,573,875.00

ESCROW DESCRIPTIONS

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	Total Cost
Mar 1, 2014:							
SLGS	Certificate	08/15/2014	08/15/2014	208,370	0.040%	0.040%	208,370.00
SLGS	Certificate	02/15/2015	02/15/2015	207,575	0.090%	0.090%	207,575.00
SLGS	Note	08/15/2015	08/15/2014	9,397,754	0.180%	0.180%	9,397,754.00
				9,813,699			9,813,699.00

SLGS Summary

SLGS Rates File	30JAN14
Total Certificates of Indebtedness	415,945.00
Total Notes	9,397,754.00
Total original SLGS	9,813,699.00

ESCROW COST

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	08/15/2014	208,370	0.040%	208,370.00
SLGS	02/15/2015	207,575	0.090%	207,575.00
SLGS	08/15/2015	9,397,754	0.180%	9,397,754.00
		9,813,699		9,813,699.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
03/01/2014	9,813,699	0.99	9,813,699.99	0.178480%
	9,813,699	0.99	9,813,699.99	

ESCROW CASH FLOW

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Date	Principal	Interest	Net Escrow Receipts	Present Value to 03/01/2014 @ 0.1784801%
08/15/2014	208,370.00	7,841.90	216,211.90	216,036.25
02/15/2015	207,575.00	8,637.63	216,212.63	215,844.36
08/15/2015	9,397,754.00	8,457.98	9,406,211.98	9,381,818.38
	9,813,699.00	24,937.51	9,838,636.51	9,813,699.00

Escrow Cost Summary

Purchase date	03/01/2014
Purchase cost of securities	9,813,699.00
Target for yield calculation	9,813,699.00

ESCROW SUFFICIENCY

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
03/01/2014		0.99	0.99	0.99
08/15/2014	216,212.50	216,211.90	-0.60	0.39
02/15/2015	216,212.50	216,212.63	0.13	0.52
08/15/2015	9,406,212.50	9,406,211.98	-0.52	
	9,838,637.50	9,838,637.50	0.00	

ESCROW STATISTICS

El Campo Independent School District
U/L Tax Refunding Bonds, Series 2014

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 9,813,699.99	1.421	0.178480%	0.178480%	9,490,562.14	323,137.82	0.03
9,813,699.99				9,490,562.14	323,137.82	0.03

Delivery date 03/01/2014
Arbitrage yield 2.548657%

EL CAMPO INDEPENDENT SCHOOL DISTRICT

UNLIMITED TAX REFUNDING BONDS, SERIES 2014

Timetable of Events

JANUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
2/14	Submit request to the District for information for the offering document	FA
2/24	Receive information from District for official statement	ISD
2/25	Regular Board Meeting - adopt parameter bond order authorizing the sale of the Bonds and other related matters	ISD, BC, FA
2/28	Submit application to Permanent School Fund (PSF) guarantee program	FA
2/28	First draft of POS, NOS & Bid Form to working group	FA
2/28	Submit draft of POS, NOS & Bid Form to rating agencies	FA
3/3	Comments from working group on first draft of POS, NOS & Bid Form	BC, FA
3/11	Second draft of POS, NOS & Bid Form to working group	FA
3/12-13	Rating agency meeting/conference call	ISD, FA
3/18	Second draft of comments from working group on POS, NOS & Bid Form	BC, FA
3/20	Receive PSF guarantee (if available)	FA
3/20	Notify Texas Bond Reporter, The Bond Buyer, and Bloomberg of sale	FA
3/20	Print and distribute POS, NOS & Bid Form and order CUSIPs	FA
3/21	Receive rating	FA
3/27	Bids Due - Pricing of the Bonds – 11 a.m. Central Time	ISD, FA, P
3/27	Execution of Final Pricing Certificate subject to meeting approved parameters	ISD, BC, FA

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
3/31	Bond counsel compiles transcript of proceedings and submits to Texas Attorney General	BC
4/3	Print and distribute final offering documents	FA
4/17	Prepare and distribute closing memorandum	FA
4/24	Deliver Bonds	BC, FA, P

Financing Team Members:

- ISD - El Campo Independent School District
- BC - Bond Counsel – Andrews Kurth LLP
- FA - Financial Advisor – U.S. Capital Advisors
- P - Purchaser – TBD

El Campo Independent School District



Preliminary Tax Rate Analysis

February 6, 2014



Lewis A. Wilks
US Capital Advisors LLC
1330 Post Oak Blvd, Suite 900
Houston, Texas 77056
888-601-USCA (8722) Telephone
713-366-0592 Direct

El Campo Independent School District

Preliminary Tax Rate Analysis

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El Campo Independent School District

Preliminary Tax Rate Analysis

Summary of Assumptions & Results

Projects

Scenario I:	Refunding Only	
Scenario II:	\$8,000,000	(Includes estimated savings from Series 2014 Refunding Bonds)
Scenario III:	\$12,000,000	(Includes estimated savings from Series 2014 Refunding Bonds)

Series 2015

Financing Assumptions

Dated Date:	2/15/2015
Delivery Date:	2/15/2015
First Interest Payment Date:	8/15/2015
Last Principal Payment Date:	8/15/2040
Interest Rate Assumption:	4.25%
Collection Rate:	98.00%
Taxable Assessed Valuation (2013 Tax Year):	1,099,507,749
Assumed Growth Rate:	1.00% through Tax Year 2023

Series 2015

Financing Results

	<u>Total Par Amount</u>	<u>Total New Debt Service</u>	<u>Maximum I&S Tax Rate (a)</u>	<u>Maximum I&S Tax Rate Increase (b)</u>
Scenario I:	\$0	\$0	\$0.1556	\$0.0000
Scenario II:	\$8,000,000	\$14,079,413	\$0.1813	\$0.0257
Scenario III:	\$12,000,000	\$21,780,525	\$0.1968	\$0.0412

^(a) Statutory I&S tax rate limit is \$0.50.

^(b) Estimated increase above the 2013-2014 I&S tax rate of \$0.1556.

El Campo Independent School District

Preliminary Tax Rate Analysis

Growth in Assessed Valuation

Fiscal Year Ending	Assessed Valuation	% Change	Tax Year Ending
1999	\$ 551,313,698		1998
2000	552,236,605	0.2%	1999
2001	571,432,570	3.5%	2000
2002	703,352,900	23.1%	2001
2003	658,032,722	-6.4%	2002
2004	624,478,030	-5.1%	2003
2005	768,557,232	23.1%	2004
2006	828,759,337	7.8%	2005
2007	1,119,459,169	35.1%	2006
2008	1,068,309,550	-4.6%	2007
2009	1,093,655,489	2.4%	2008
2010	1,119,741,062	2.4%	2009
2011	1,118,910,202	-0.1%	2010
2012	1,111,959,613	-0.6%	2011
2013	1,083,925,893	-2.5%	2012
2014	1,099,507,749	1.4%	2013

10-Year Average Growth Rate: **6.4%**

5-Year Average Growth Rate: **0.1%**



El Campo Independent School District

Preliminary Tax Rate Analysis

I&S Tax Rate Impact on Homeowner

Appraised Home Value	State Mandated Residential Homestead Exemption ^(a)	Taxable Value	Maximum Tax Impact Based on Maximum Tax Increase ^(b)		
			Scenario I	Scenario II	Scenario III
\$ 50,000	\$ 15,000	\$ 35,000	\$ -	\$ 9.00	\$ 14.41
60,000	15,000	45,000	-	11.57	18.53
70,000	15,000	55,000	-	14.14	22.65
80,000	15,000	65,000	-	16.71	26.77
90,000	15,000	75,000	-	19.28	30.88
100,000	15,000	85,000	-	21.86	35.00
125,000	15,000	110,000	-	28.28	45.30
150,000	15,000	135,000	-	34.71	55.59
175,000	15,000	160,000	-	41.14	65.89

Note:

^(a) Taxes paid on residence homesteads are frozen at age 65.

^(b) Estimated increase above the 2012-2013 I&S tax rate of \$0.1556.

El Campo Independent School District

Preliminary Tax Rate Analysis

Scenario I:

Fiscal Year Ending	Taxable Assessed Valuation ^(a)	Assumed Growth Rate	Outstanding Debt Service	Less	Plus	Cash/CAPI Contribution	Total Debt Service	I & S Tax Rate 98.00% Collections	State Assistance		I & S Tax Rate 98.00% Collections	Tax Year Ending
				Series 2014 Refunded Debt Service	Series 2014 Refunding Debt Service				Estimated EDA / IFA	Net Debt Service		
2013	\$ 1,083,925,893		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2012
2014	1,099,507,749		1,751,638	216,213	179,030	-	1,714,455	0.1591	-	1,714,455	0.1556	2013
2015	1,110,502,826	1.0%	1,711,653	432,425	357,863	-	1,637,090	0.1504	-	1,637,090	0.1504	2014
2016	1,121,607,855	1.0%	1,729,453	607,425	530,913	-	1,652,940	0.1504	-	1,652,940	0.1504	2015
2017	1,132,823,933	1.0%	1,725,453	625,425	548,713	-	1,648,740	0.1485	-	1,648,740	0.1485	2016
2018	1,144,152,173	1.0%	1,725,053	1,042,425	960,763	-	1,643,390	0.1466	-	1,643,390	0.1466	2017
2019	1,155,593,694	1.0%	1,724,928	1,044,300	965,763	-	1,646,390	0.1454	-	1,646,390	0.1454	2018
2020	1,167,149,631	1.0%	1,727,853	1,044,825	970,063	-	1,653,090	0.1445	-	1,653,090	0.1445	2019
2021	1,178,821,128	1.0%	1,725,340	1,035,713	958,613	-	1,648,240	0.1427	-	1,648,240	0.1427	2020
2022	1,190,609,339	1.0%	1,490,978	300,750	221,863	-	1,412,090	0.1210	-	1,412,090	0.1210	2021
2023	1,202,515,432	1.0%	1,495,778	300,750	226,563	-	1,421,590	0.1206	-	1,421,590	0.1206	2022
2024	1,214,540,587	1.0%	1,491,903	300,750	226,113	-	1,417,265	0.1191	-	1,417,265	0.1191	2023
2025	1,214,540,587	0.0%	1,492,340	925,750	850,663	-	1,417,253	0.1191	-	1,417,253	0.1191	2024
2026	1,214,540,587	0.0%	1,491,015	947,625	871,463	-	1,414,853	0.1189	-	1,414,853	0.1189	2025
2027	1,214,540,587	0.0%	1,491,540	522,250	446,063	-	1,415,353	0.1189	-	1,415,353	0.1189	2026
2028	1,214,540,587	0.0%	1,491,150	518,250	442,813	-	1,415,713	0.1189	-	1,415,713	0.1189	2027
2029	1,214,540,587	0.0%	1,573,750	1,573,750	1,498,013	-	1,498,013	0.1259	-	1,498,013	0.1259	2028
2030	1,214,540,587	0.0%	1,570,750	1,570,750	1,495,938	-	1,495,938	0.1257	-	1,495,938	0.1257	2029
2031	1,214,540,587	0.0%	1,564,500	1,564,500	1,488,813	-	1,488,813	0.1251	-	1,488,813	0.1251	2030
2032	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2031
2033	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2032
2034	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2033
2035	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2034
2036	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2035
2037	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2036
2038	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2037
2039	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2038
2040	1,214,540,587	0.0%	-	-	-	-	-	-	-	-	-	2039
Total >>			\$ 28,975,070	\$ 14,573,875	\$ 13,240,018	\$ -	\$ 27,641,213		\$ -	\$ 27,641,213		



El Campo Independent School District
Preliminary Tax Rate Analysis

Scenario II:

Fiscal Year Ending	Taxable Assessed Valuation ⁽¹⁾	Assumed Growth Rate	Outstanding Debt Service	Less	Plus	Series 2015	Cash/CAPI Contribution	Total Debt Service	I & S Tax Rate 98.00% Collections	State Assistance		I & S Tax Rate 98.00% Collections	Tax Year Ending	
				Series 2014 Refunded Debt Service	Series 2014 Refunding Debt Service	\$8,000,000 Debt Service @ 4.25%				Estimated EDA / IFA	Net Debt Service			
2013	\$ 1,083,925,893		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.1561	2012
2014	1,099,507,749		1,751,638	216,213	179,030	-	-	1,714,455	0.1591	-	1,714,455	0.1556	2013	
2015	1,110,502,826	1.0%	1,711,653	432,425	357,863	170,000	-	1,807,090	0.1660	-	1,807,090	0.1660	2014	
2016	1,121,607,855	1.0%	1,729,453	607,425	530,913	340,000	-	1,992,940	0.1813	-	1,992,940	0.1813	2015	
2017	1,132,823,933	1.0%	1,725,453	625,425	548,713	340,000	-	1,988,740	0.1791	-	1,988,740	0.1791	2016	
2018	1,144,152,173	1.0%	1,725,053	1,042,425	960,763	340,000	-	1,983,390	0.1769	-	1,983,390	0.1769	2017	
2019	1,155,593,694	1.0%	1,724,928	1,044,300	965,763	340,000	-	1,986,390	0.1754	-	1,986,390	0.1754	2018	
2020	1,167,149,631	1.0%	1,727,853	1,044,825	970,063	340,000	-	1,993,090	0.1743	-	1,993,090	0.1743	2019	
2021	1,178,821,128	1.0%	1,725,340	1,035,713	958,613	340,000	-	1,988,240	0.1721	-	1,988,240	0.1721	2020	
2022	1,190,609,339	1.0%	1,490,978	300,750	221,863	610,000	-	2,022,090	0.1733	-	2,022,090	0.1733	2021	
2023	1,202,515,432	1.0%	1,495,778	300,750	226,563	628,525	-	2,050,115	0.1740	-	2,050,115	0.1740	2022	
2024	1,214,540,587	1.0%	1,491,903	300,750	226,113	625,775	-	2,043,040	0.1716	-	2,043,040	0.1716	2023	
2025	1,214,540,587	0.0%	1,492,340	925,750	850,663	622,600	-	2,039,853	0.1714	-	2,039,853	0.1714	2024	
2026	1,214,540,587	0.0%	1,491,015	947,625	871,463	644,000	-	2,058,853	0.1730	-	2,058,853	0.1730	2025	
2027	1,214,540,587	0.0%	1,491,540	522,250	446,063	643,913	-	2,059,265	0.1730	-	2,059,265	0.1730	2026	
2028	1,214,540,587	0.0%	1,491,150	518,250	442,813	638,188	-	2,053,900	0.1726	-	2,053,900	0.1726	2027	
2029	1,214,540,587	0.0%	1,573,750	1,573,750	1,498,013	537,038	-	2,035,050	0.1710	-	2,035,050	0.1710	2028	
2030	1,214,540,587	0.0%	1,570,750	1,570,750	1,495,938	529,500	-	2,025,438	0.1702	-	2,025,438	0.1702	2029	
2031	1,214,540,587	0.0%	1,564,500	1,564,500	1,488,813	536,750	-	2,025,563	0.1702	-	2,025,563	0.1702	2030	
2032	1,214,540,587	0.0%	-	-	-	648,150	-	648,150	0.0545	-	648,150	0.0545	2031	
2033	1,214,540,587	0.0%	-	-	-	649,238	-	649,238	0.0545	-	649,238	0.0545	2032	
2034	1,214,540,587	0.0%	-	-	-	649,475	-	649,475	0.0546	-	649,475	0.0546	2033	
2035	1,214,540,587	0.0%	-	-	-	648,863	-	648,863	0.0545	-	648,863	0.0545	2034	
2036	1,214,540,587	0.0%	-	-	-	652,400	-	652,400	0.0548	-	652,400	0.0548	2035	
2037	1,214,540,587	0.0%	-	-	-	649,875	-	649,875	0.0546	-	649,875	0.0546	2036	
2038	1,214,540,587	0.0%	-	-	-	651,500	-	651,500	0.0547	-	651,500	0.0547	2037	
2039	1,214,540,587	0.0%	-	-	-	652,063	-	652,063	0.0548	-	652,063	0.0548	2038	
2040	1,214,540,587	0.0%	-	-	-	651,563	-	651,563	0.0547	-	651,563	0.0547	2039	
Total >>			\$ 28,975,070	\$ 14,573,875	\$ 13,240,018	\$ 14,079,413	\$ -	\$ 41,720,625	\$ -	\$ -	\$ 41,720,625			

El Campo Independent School District
Preliminary Tax Rate Analysis

Scenario III:

Fiscal Year Ending	Taxable Assessed Valuation ^(a)	Assumed Growth Rate	Less		Plus		Series 2015	Cash/CAPI Contribution	Total Debt Service	I & S Tax Rate 98.00% Collections	State Assistance		I & S Tax Rate 98.00% Collections	Tax Year Ending
			Series 2014 Refunded Debt Service	Series 2014 Refunding Debt Service	Series 2015 Debt Service @ 4.25%	Estimated EDA / IFA	Net Debt Service							
2013	\$ 1,083,925,893		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.1561	2012
2014	1,099,507,749		1,751,638	216,213	179,030	-	-	1,714,455	0.1591	-	1,714,455	0.1556	2013	
2015	1,110,502,826	1.0%	1,711,653	432,425	357,863	255,000	-	1,892,090	0.1739	-	1,892,090	0.1739	2014	
2016	1,121,607,855	1.0%	1,729,453	607,425	530,913	510,000	-	2,162,940	0.1968	-	2,162,940	0.1968	2015	
2017	1,132,823,933	1.0%	1,725,453	625,425	548,713	510,000	-	2,158,740	0.1945	-	2,158,740	0.1945	2016	
2018	1,144,152,173	1.0%	1,725,053	1,042,425	960,763	510,000	-	2,153,390	0.1920	-	2,153,390	0.1920	2017	
2019	1,155,593,694	1.0%	1,724,928	1,044,300	965,763	510,000	-	2,156,390	0.1904	-	2,156,390	0.1904	2018	
2020	1,167,149,631	1.0%	1,727,853	1,044,825	970,063	510,000	-	2,163,090	0.1891	-	2,163,090	0.1891	2019	
2021	1,178,821,128	1.0%	1,725,340	1,035,713	958,613	510,000	-	2,158,240	0.1868	-	2,158,240	0.1868	2020	
2022	1,190,609,339	1.0%	1,490,978	300,750	221,863	780,000	-	2,192,090	0.1879	-	2,192,090	0.1879	2021	
2023	1,202,515,432	1.0%	1,495,778	300,750	226,563	798,525	-	2,220,115	0.1884	-	2,220,115	0.1884	2022	
2024	1,214,540,587	1.0%	1,491,903	300,750	226,113	795,775	-	2,213,040	0.1859	-	2,213,040	0.1859	2023	
2025	1,214,540,587	0.0%	1,492,340	925,750	850,663	792,600	-	2,209,853	0.1857	-	2,209,853	0.1857	2024	
2026	1,214,540,587	0.0%	1,491,015	947,625	871,463	814,000	-	2,228,853	0.1873	-	2,228,853	0.1873	2025	
2027	1,214,540,587	0.0%	1,491,540	522,250	446,063	813,913	-	2,229,265	0.1873	-	2,229,265	0.1873	2026	
2028	1,214,540,587	0.0%	1,491,150	518,250	442,813	808,188	-	2,223,900	0.1868	-	2,223,900	0.1868	2027	
2029	1,214,540,587	0.0%	1,573,750	1,573,750	1,498,013	707,038	-	2,205,050	0.1853	-	2,205,050	0.1853	2028	
2030	1,214,540,587	0.0%	1,570,750	1,570,750	1,495,938	699,500	-	2,195,438	0.1845	-	2,195,438	0.1845	2029	
2031	1,214,540,587	0.0%	1,564,500	1,564,500	1,488,813	706,750	-	2,195,563	0.1845	-	2,195,563	0.1845	2030	
2032	1,214,540,587	0.0%	-	-	-	1,193,150	-	1,193,150	0.1002	-	1,193,150	0.1002	2031	
2033	1,214,540,587	0.0%	-	-	-	1,193,300	-	1,193,300	0.1003	-	1,193,300	0.1003	2032	
2034	1,214,540,587	0.0%	-	-	-	1,196,963	-	1,196,963	0.1006	-	1,196,963	0.1006	2033	
2035	1,214,540,587	0.0%	-	-	-	1,193,925	-	1,193,925	0.1003	-	1,193,925	0.1003	2034	
2036	1,214,540,587	0.0%	-	-	-	1,194,400	-	1,194,400	0.1003	-	1,194,400	0.1003	2035	
2037	1,214,540,587	0.0%	-	-	-	1,193,175	-	1,193,175	0.1002	-	1,193,175	0.1002	2036	
2038	1,214,540,587	0.0%	-	-	-	1,195,250	-	1,195,250	0.1004	-	1,195,250	0.1004	2037	
2039	1,214,540,587	0.0%	-	-	-	1,195,413	-	1,195,413	0.1004	-	1,195,413	0.1004	2038	
2040	1,214,540,587	0.0%	-	-	-	1,193,663	-	1,193,663	0.1003	-	1,193,663	0.1003	2039	
Total >>			\$ 28,975,070	\$ 14,573,875	\$ 13,240,018	\$ 21,780,525	\$ -	\$ 49,421,738	\$ -	\$ 49,421,738	\$ -	\$ 49,421,738		

Agenda Item Summary Sheet (5 C)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

Business and Operations	Authorization of Superintendent to Negotiate a Contract for Construction Manager at Risk for High School Auditorium Renovations
Summary	<p>On February 11, 2014, at 2:00 p.m. responses to Request for Proposals for the second step of the two-step selection process were received from Drymalla Construction, Inc. and Polasek Construction, Inc. (the two contractors that were on the "short list" presented to the Board at the regular meeting on January 28th).</p> <p>After evaluating their responses to the Step-Two RFP, a final ranking was completed by the committee.</p> <p>Final Ranking:</p> <ol style="list-style-type: none">1. Polasek Construction, Inc.2. Drymalla Construction, Inc. <p>Authorization is being requested to negotiate a contract with Polasek Construction, Inc. If a contractual agreement is not reached negotiations will be formally ended with Polasek Construction and begun with Drymalla Construction.</p>
ECISD Board Policy	CV (LEGAL), FACILITIES CONSTRUCTION CV (LOCAL), FACILITIES CONSTRUCTION. CVE(LEGAL), FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK
Effective Date	February 25, 2014.
Previous Board Action	<p>December 17, 2013, the Board approved Construction Manager at Risk as the construction delivery method for the High School Auditorium Renovations. The Board also approved using the two-step selection process and the weighted criteria that would be used for evaluation of the Offerors.</p> <p>January 28, 2014, the Board was presented with the short-list of Offerors following completion of the first step of the process, which included interviews of the two Offerors on the short-list. The Board authorized the Superintendent to proceed with the second step of the selection process by issuing a Request for Proposals to the Offerors on the short-list.</p>

Future Action Expected

- Approval of design for renovations
- Approval of Guaranteed Maximum Price
- Authorization to proceed with project

Background Information and Significant Issues

At a regular meeting on December 17, 2013, the Board approved Construction Manager at Risk as the delivery method for the possible construction of renovations to the High School Auditorium. It was also determined to use a two-step process.

In the first step contractors are evaluated based upon their qualifications only in their response to a Request for Qualifications. Their Statements of Qualifications are then evaluated based upon weighted criteria established by the Board.

The Board also approved the following criteria and weights to be used in evaluating the CMAR proposals, and as required by *Education Code § 44.035(b)* the criteria and weights given to each criteria were published in the Request for Proposals:

- Personnel for this Project20%
Qualifications of proposed project personnel and their experience with educational facilities.
- Construction Manager at Risk Experience15%
The Contractor’s demonstrated experience and capabilities with the CMAR delivery method.
- Previous Experience with El Campo ISD5%
Considers prior work experience in the ECISD.
- Experience with other Houston Area School Districts5%
Considers prior work experience with other Houston Area school districts.
- Experience on Similar Projects.....10%
The Contractor’s demonstrated experience and capabilities in the construction of educational facilities of comparable size and complexity.
- Overall Reputation for Managing Schedule, Budget, Scope Changes5%
The Contractor’s demonstrated qualifications for managing the project schedule, budget and scope changes through the duration of the project.
- Overall Reputation for Punch List/Close Out & Warranty...5%
The Contractor’s demonstrated ability to provide an accurate punch list, complete the punch list in a timely manner, prepare and submit closeout documents in a timely manner and service and correct all warranty calls in a timely manner.

- Quality of Construction and Relationship with Local Subcontractors.....10%
The Contractor’s demonstrated ability to deliver a high quality construction project and include local area subcontractors in the construction project.
 - Financial Stability.....5%
The Contractor’s fiscal ability to complete the undertaking including bond capacity.
 - Safety Record5%
The Contractor’s ability to manage and maintain a safe work environment.
- Step One Total85%**

The Step-One evaluation accounts for 85% of a contractor’s total score. From this evaluation a short-list of contractors is established, interviewed, and asked to respond to a Request for Proposals in Step-Two. In the second part of the two-step process contractors will submit their cost of general conditions and pre-construction services for the project. Their fee is then evaluated as the final 15% of the evaluation.

Step Two Criteria

- Fee.....15%

Total Possible Weight 100%

Requests for Qualifications were issued during the first week in January, and we held a pre-qualifications meeting on January 7th to discuss the project and answer questions any contractors might have about the project. The following contractors and construction management companies were present at that meeting:

- Drymalla Construction, Inc. – Columbus
- Polasek Construction, Inc. – El Campo
- ALLCO, LLC – Beaumont
- Gallagher Construction Services – Seguin
- A&A Constructors, Inc. – Victoria

In addition to these companies, RFQs were also picked up, but not submitted, by Durotech and BLS Construction.

On January 14th, the district received Statements of Qualifications in response to the RFQ from the following contractors and construction management companies:

- Drymalla Construction, Inc. – Columbus
- Polasek Construction, Inc. – El Campo
- Gallagher Construction Services – Seguin

The Statements of Qualifications from these three companies were evaluated by a district committee (Mark Pool, John Robertson, Ralph Novosad, David Bright, Rich DuBroc, and Jeff Balcar) using the criteria established by the Board. Based upon these evaluations Drymalla Construction and Polasek Construction were called back for interviews with their construction team on January 16th.

On January 28, 2014, the Board of Trustees was presented with the “short list” of Offerors —Drymalla Construction, Inc. and Polasek Construction, Inc., and authorized the administration to issue the second RFP that would include the contractor’s cost of pre-construction services and general conditions.

On February 11, 2014, at 2:00 p.m. responses to the Request for Proposals were received from Drymalla Construction and Polasek Construction and evaluated by the committee. (A copy of the RFP Tabulation Sheet is attached.)

The following is a summary of the RFP responses:

Request for Proposal Tabulation		
Proposer	Drymalla	Polasek
Pre-Construction Phase Lump Sum	\$5,000.00	\$0.00
Construction Phase Percent Fee	2.34%	3.19%
General Conditions Percent Fee	8.16%	4.12%
Total Percentage Fee	10.50%	7.31%

Based on the RFP responses, Polasek Construction has been ranked as the number one Offeror and Drymalla Construction as number two.

Fiscal Impact

Fee for Pre-Construction Services is \$0.00. Once the Pre-Construction Phase has been completed a Guaranteed Maximum Price can be established. The Construction Phase Fee and General Conditions Fee will be a percentage of the GMP; and eventually a percentage of the final construction costs.

Student and Public Benefit

According to our legal counsel, Construction Manager At-Risk is the construction procurement method that provides the best value to the district for this particular type of project and scope of work.

Procedural and Reporting Implications

If approved, contract negotiations will begin with Polasek Construction. A proposed contract that has been reviewed and approved by our attorney, George Grimes, is attached.

Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	<p>This agenda item does not authorize the High School Auditorium Renovation project. This item simply authorizes the Superintendent to negotiate a contract for the Construction Manager at Risk for that project.</p> <p>Once a contract is negotiated work will begin with the district, the architect, and the contractor on the pre-construction phase. Once the pre-construction phase and all construction documents have been completed, the CMAR will bid the project and from the subcontractor bids received establish a Guaranteed Maximum Price.</p> <p>Construction on the project will not proceed until the Board has approved the Guaranteed Maximum Price.</p>
Attachments	<ul style="list-style-type: none"> • Request for Proposal Tabulation Sheet • Construction Manager at Risk Step-One Evaluation Form • Construction Manager at Risk Step-Two Evaluation Form • Proposed Contract (The General Conditions to the Proposed Contract are 113 pages, therefore they are not included. If any Board member would like to review the General Conditions I can furnish you with a copy.)
Contact Person(s)	Mark Pool, Superintendent of Schools
Action Required	Motion, second and majority vote to authorize the Superintendent to negotiate a contract with Polasek Construction, Inc. as the Construction Manager at Risk for the High School Renovation project.
Superintendent's Recommendation	<p>I recommend that the Board authorize the Superintendent to negotiate a contract with Polasek Construction, Inc. as the Construction Manager at Risk for the High School Renovation project.</p> <p>Mark Pool, Superintendent of Schools</p>

**REQUEST FOR PROPOSAL TABULATION
 RENOVATION FOR EL CAMPO HIGH SCHOOL AUDITORIUM
 EL CAMPO INDEPENDENT SCHOOL DISTRICT
 REQUEST FOR PROPOSALS RECEIVED: FEBRUARY 11, 2014 AT 2:00 P.M.
 RWS PROJECT NO. 1383**

PROPOSERS	DRYMALLA	POLASEK
A. PRE-CONSTRUCTION PHASE LUMP SUM AMOUNT	\$5,000.00	\$0.00
B. CONSTRUCTION PHASE PERCENT FEE	2.34%	3.19%
C. GENERAL CONDITIONS PERCENTAGE FEE	8.16%	4.12%
TOTAL OF B & C ABOVE	10.50%	7.31%
LETTER FROM BONDING AGENT	YES	YES
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	NA	NA

**CONSTRUCTION MANAGER AT RISK
STEP ONE EVALUATION FORM
RENOVATIONS FOR EL CAMPO HIGH SCHOOL AUDITORIUM
EL CAMPO INDEPENDENT SCHOOL DISTRICT
RWS ARCHITECTS PROJECT NO. 1383
JANUARY 2014**

NOTE: SCORING TO BE 1 (LOWEST) TO 5 (HIGHEST) FOR EACH OF THE CRITERIA. PLACE THE NUMBER IN THE "AVERAGE SCORE" COLUMN FOR EACH CRITERIA LISTED

CONTRACTORS		DRYMALLA		GALLAGHER		POLASEK	
Evaluator: SUMMARY							
EVALUATION CRITERIA	WEIGHT	AVERAGE SCORE	WEIGHTED SCORE	AVERAGE SCORE	WEIGHTED SCORE	AVERAGE SCORE	WEIGHTED SCORE
		Fee (Not used in Step One)					
Personnel for this Project	20%	4.83	19.32	3.67	14.68	4.83	19.32
Construction Manager at Risk Experience	15%	4.83	14.49	3.67	11.01	5.00	15.00
Previous Experience with El Campo ISD	5%	4.00	4.00	1.00	1.00	5.00	5.00
Experience with other H area ISDs	5%	5.00	5.00	2.67	2.67	4.83	4.83
Experience on Similar Projects	10%	4.67	9.34	3.83	7.66	4.33	8.66
Overall Reputation for Managing Schedule, Budget, Scope Changes	5%	5.00	5.00	4.33	4.33	4.83	4.83
Overall Reputation for Punch List/Close Out & Warranty	5%	4.67	4.67	4.16	4.16	4.83	4.83
Quality of Construction	10%	5.00	10.00	4.33	8.66	5.00	10.00
Financial Stability	5%	5.00	5.00	4.67	4.67	4.50	4.50
Safety Record	5%	5.00	5.00	5.00	5.00	5.00	5.00
(Highest Score is the Best Respondent)	85%		81.82		63.84		81.97
Ranking by Score			2		3		1

**CONSTRUCTION MANAGER AT RISK
STEP TWO EVALUATION FORM**
 RENOVATIONS FOR EL CAMPO HIGH SCHOOL AUDITORIUM
 EL CAMPO INDEPENDENT SCHOOL DISTRICT
 RWS ARCHITECTS PROJECT NO. 1383
 FEBRUARY 2014

NOTE: SCORING TO BE 1 (LOWEST) TO 5 (HIGHEST) FOR EACH OF THE CRITERIA. PLACE THE NUMBER IN THE "AVERAGE SCORE" COLUMN FOR EACH CRITERIA LISTED

CONTRACTORS		Drymalla		Polasek	
Evaluator: SUMMARY					
EVALUATION CRITERIA	WEIGHT	AVERAGE SCORE	WEIGHTED SCORE	AVERAGE SCORE	WEIGHTED SCORE
RFQ - STEP ONE					
Personnel for this Project	20%	4.83	19.32	4.83	19.32
Construction Manager at Risk Experience	15%	4.83	14.49	5.00	15.00
Previous Experience with El Campo ISD	5%	4.00	4.00	5.00	5.00
Experience with other H area ISDs	5%	5.00	5.00	4.83	4.83
Experience on Similar Projects	10%	4.67	9.34	4.33	8.66
Overall Reputation for Managing Schedule, Budget, Scope Changes	5%	5.00	5.00	4.83	4.83
Overall Reputation for Punch List/Close Out & Warranty	5%	4.67	4.67	4.83	4.83
Quality of Construction	10%	5.00	10.00	5.00	10.00
Financial Stability	5%	5.00	5.00	4.50	4.50
Safety Record	5%	5.00	5.00	5.00	5.00
(Highest Score is the Best Respondent)	80%		81.82		81.97
RFP - STEP TWO					
	15%	3.50	3.50	5.00	5.00
Total Score (Step One + Step Two)	100%		85.32		86.97
Ranking by Step One Score					
			2		1
Ranking by Interview					
			1		1
Ranking by Step Two Score					
			2		1



AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the _____ day of FEBRUARY in the year TWO THOUSAND FOURTEEN

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

El Campo Independent School District
700 W. Norris
El Campo, Texas 77437
Phone: 979-543-6771
Fax: 979-543-1670

and the Construction Manager:

(Name, legal status and address)

Polasek Construction, Inc.
P.O. Box 64
El Campo, Texas 77437-0064
Phone: 979-543-9708
Fax: 979-543-2081

for the following Project:

(Name and address or location)

Renovations for El Campo High School Auditorium

The Architect:

(Name, legal status and address)

RWS Architects Incorporated
3100 Timmons Lane, Suite 410
Houston, Texas 77027
Phone: 713-621-1651
Fax: 713-621-1677

The Owner's Designated Representative:

(Name, address and other information)

El Campo Independent School District
700 W. Norris
El Campo, Texas 77437
Attention: Robert Mark Pool, Superintendent of Schools
Phone: 979-543-6771
Email: mpool@ecisd.org

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Construction Manager's Designated Representative:
(Name, address and other information)

Polasek Construction, Inc.
P.O. Box 64
El Campo, Texas 77437-0064
Attention: Greg Polasek, President
Phone: 979-543-9708
Fax: 979-543-2081

The Architect's Designated Representative:
(Name, address and other information)

RWS Architects Incorporated
3100 Timmons Lane, Suite 400
Houston, Texas 77027
Attention: Malcolm C. Gaus, AIA
Phone: 713-621-1651
Fax: 713-621-1677
Email: gaus@rwsarchitects.com

The Owner and Construction Manager agree as follows.

Init.

/

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request. The Owner agrees to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, as modified by the Owner, which document is

incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.2.1 During the Construction Documents Phase the Construction Manager shall review the contract documents to ascertain whether the components of the mechanical, electrical, and plumbing systems may be constructed without interference with each other, or with the structural or architectural components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Architect in writing.

§ 2.1.2.2 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Project if such conflicts could have been discovered by the Construction Manager through the exercise of reasonable diligence and the Owner and Architect were not informed of such conflicts as required by Subparagraph 2.1.2.1. Provided, however, that this provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues. The three phases for this Project are: Phase 1: Site and Civil; Phase 2: Long Leadtime and MEP Package; and Phase 3: Remaining Architectural and Construction Package.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be prepared and updated at a minimum upon completion of the Schematic Design and Design Development Documents. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations to reduce cost or maintain budget.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project. All subcontracts and material purchases shall be awarded pursuant to the procedures set forth in Section 2.3.2.1.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items in accordance with applicable procurement requirements and the Contract Documents. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity which the Construction Manager knew or should have known as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 When the Construction Drawings and Specifications are one-hundred (100%) percent complete, as specified in Paragraph 2.1.4, the Construction Manager shall propose a Guaranteed Maximum Price (GMP), which shall be the sum of the estimated Cost of the Work, the Construction Manager's Fee and the Construction Manager's compensation for general conditions work. The Guaranteed Maximum Price shall be proposed no later than thirty (30) days after approval of the Construction Drawings and Specifications by Owner. In the event that the Construction Drawings and Specifications are delivered to the Construction Manager in a phased manner, the Construction Manager shall prepare phased Amendments/GMPs for each component of the Construction Drawings and Specifications. The sum of all of the approved Amendments/GMPs shall constitute the final GMP.

§ 2.2.2 [Paragraph Deleted.]

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, the Construction Manager's Fee and the Construction Manager's compensation for general conditions;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis.

§ 2.2.4 The Owner shall be allowed not less than thirty (30) days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price proposal.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date described in Section 2.2.4, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to acceptance of the Guaranteed Maximum Price and issuance of a Notice to Proceed, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager for which (1) a Texas public charter district is exempt, and (2) the Owner has provided the Construction Manager with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's issuance of a Notice to Proceed or acceptance of phased GMP Amendments.

§ 2.3.1.3 The Contract Time shall be measured from the date of commencement of the Construction Phase.

§ 2.3.1.4 The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date set out in the Guaranteed Maximum Price Amendment, subject to adjustment of this Contract Time as provided in the Contract Documents.

§ 2.3.1.5 The Construction Manager and the Construction Manager's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed: FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

§ 2.3.2 Administration

§ 2.3.2.1 All subcontracts and purchase orders for the Project work shall be awarded in accordance with Texas Government Code § 2269.251 as follows:

- .1 The Construction Manager shall publicly advertise for and solicit either competitive bids or competitive sealed proposals for all portions of the Project work other than minor work which may be included in the General Conditions of the Contract for Construction. The Construction Manager may publicly advertise for and solicit either competitive bids or competitive sealed proposals for all portions of the Project work.
- .2 The Construction Manager may elect to perform with its own forces minor work which may be included in the General Conditions of the Contract for Construction. The Construction Manager may submit competitive bids or competitive sealed proposals to perform other portions of the work with its own forces in the same manner as other bidders, which bid or proposal shall be accepted by the Owner if the bid or proposal provides the best value for the Owner.
- .3 The Construction Manager and the Owner shall receive and open all subcontractor bids or proposals in a manner that does not disclose the contents of the bids or proposals during the selection process. The Construction Manager shall review and evaluate all bids or proposals, and shall recommend to the Owner a list of bidders to which the Construction Manager proposes to award subcontracts for the Project Work.
- .4 In the event that the Owner requires that the Construction Manager award any portion of the work to a bidder not proposed by the Construction Manager, the Owner shall compensate the Construction Manager by a change in price, time, or guaranteed maximum cost for any additional cost or risk that the Construction Manager may incur by reason of the Owner's requirements.
- .5 The Construction Manager shall deliver a copy of all advertising, solicitation documents, bids, proposals, evaluations of proposals and all documents relevant to the Guaranteed Maximum Price proposal to the Owner with the proposal.
- .6 The Construction Manager shall make all bids and proposals available for public inspection within seven (7) days following final selection of the subcontractors.

§ 2.3.2.2 The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:

- .1 The successful bidder's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;
- .2 The successful bidder's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258; and,
- .3 A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

Nothing herein shall prevent the Construction Manager from including other notices required or allowed by law.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

The Construction Manager shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, polychlorinated biphenyl (PCB), or other hazardous materials. The Construction Manager shall have no responsibility to initially discover the presence of such hazardous materials on the project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Construction Manager or the Construction Manager's consultants to be present on the project site. Provided, however, that these limitations shall not apply if the Construction Manager places or allows such hazardous materials to be placed on the Project site.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 The Owner represents to Construction Manager that funds are available and have been authorized for the full contract amount for the construction of improvements. Prior to the execution of the Guaranteed Maximum Price Amendment #1, the Construction Manager may request in writing that the Owner provide Owner's readily available information regarding budget to fulfill Owner's payment obligations under the Contract.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or

services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner is the Board of Trustees of the El Campo Independent School District, and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

Construction Manager's services shall be provided in conjunction with the services of an architect. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the services described in Paragraphs 2.1 and 2.2 shall be included in the compensation described in Paragraph 5.1; provided, however, if the Construction Phase does not commence for any reason, the Construction Manager's compensation for the services described in Paragraphs 2.1 and 2.2 shall be necessary and reasonable cost of services actually performed, not to exceed the stipulated sum of ZERO and 00/100 DOLLARS (\$0.00).

§ 4.1.3 Compensation for Preconstruction Services shall be equitably adjusted if the originally contemplated scope of services is significantly modified.

(Paragraph deleted)

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest in accordance with the Texas Prompt Pay Act, Texas Government Code Chapter 2251.

(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

The Construction Manager’s fixed rate fee shall be three point one nine percent (3.19%) of the actual cost of the Work.

§ 5.1.1.2 The Construction Manager’s fixed rate compensation for general conditions shall be four point one two percent (4.12%) of the actual cost of the Work. Notwithstanding any other provision of this Agreement or the General Conditions, AIA Document A201-2007 as modified by the Owner, the General Conditions compensation shall include all work described in the Step-Two Request For Proposals, Instructions to Proposers Section 8.H.

§ 5.1.1.3 The actual Cost of the Work does not include the Construction Manager’s fee or compensation for general conditions.

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

See A201-2007.

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

See A201-2007.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item
N/A

Units and Limitations

Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Owner shall receive one hundred percent (100%) of the savings.

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§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops only if Construction Manager performs work with its own forces pursuant to Section 2.3.2.1.

§ 6.2.2 [Paragraph Deleted.]

§ 6.2.3 [Paragraph Deleted.]

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 6.2.1.

| § 6.2.5 [Paragraph Deleted.]

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

| § 6.5.1 [Paragraph Deleted.]

| § 6.5.2 [Paragraph Deleted.]

| § 6.5.3 [Paragraph Deleted.]

| § 6.5.4 [Paragraph Deleted.]

| § 6.5.5 [Paragraph Deleted.]

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

| § 6.6.1 Premiums for Builder's Risk Insurance, performance and payment bonds.

| § 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Owner (1) is not exempt under Texas law, or (2) has not timely provided a certificate of exemption or similar proof of the Owner's tax exempt status.

| § 6.6.3 [Paragraph Deleted.]

| § 6.6.4 [Paragraph Deleted.]

| § 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents.

| § 6.6.6 [Paragraph Deleted.]

| § 6.6.7 [Paragraph Deleted.]

| § 6.6.8 [Paragraph Deleted.]

| § 6.6.9 [Paragraph Deleted.]

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 [Paragraph Deleted.]

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Costs due to the negligence of the Construction Manager, the Construction Manager's Subcontractors or suppliers, or the failure of the Construction Manager, the Construction Manager's Subcontractors or suppliers to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all

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costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than thirty-one (31) days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within thirty (30) days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this thirty (30) day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 The Contract shall not have been fully performed until all work required by the construction documents including but not limited to the following have been performed:

- .1 provision of record or as-built drawings executed or complete;
- .2 provision of executed or complete certificates of documents evidencing warranties and owner-operators manuals;
- .3 provision of all documents evidencing required testing, inspection, verification and other engineering or consulting services required under the construction contract;
- .4 insuring agreements and bonds covering all periods of construction and any subsequent periods required under the contract.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified by the Owner.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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§ 8.1 The Construction Manager shall, as a condition precedent to allowing any subcontractor to proceed with any work on the Project, either require that the subcontractor provide proof of existence of workers compensation coverage for its employees, or, at the Construction Manager’s sole discretion, provide for coverage of the subcontractor’s employees under the Construction Manager’s workers’ compensation insurance coverage. The Construction Manager shall maintain records of all required certificates of insurance provided by the subcontractors and shall forward copies to the Owner and the Architect.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven (7) days’ written notice to the Construction Manager for the Owner’s convenience and without cause.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3

(Paragraphs deleted)

[Paragraph Deleted.]

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment Owner may terminate this Agreement, with or without cause, at any time. In the event such termination is for the convenience of the Owner, the Construction Manager shall be compensated for reasonable costs incurred prior to notice of termination, profits on only that portion of the work actually performed prior to termination, and reasonable demobilization costs.

§ 10.2.1 [Paragraph Deleted.]

§ 10.2.2 [Paragraph Deleted.]

§ 10.3 Suspension

Following execution by both parties of the Guaranteed Maximum Price Amendment, if the Project work is stopped for a period of ninety (90) days through no act or fault of the Construction Manager, then the Construction Manager may, upon ten (10) additional days written notice to the Owner, terminate this agreement and recover from the Owner payment for all work actually performed, for any loss sustained upon any materials, equipment, tools, equipment, and machinery, and profits on only that portion of the work actually performed prior to termination. If the cause of the work stoppage is removed prior to the end of the ten (10) day notice period, the Construction Manager may not terminate this agreement.

§ 10.4 The Owner or the Construction Manager may terminate this agreement for cause as provided in Article 14 of AIA Document A201-2007.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law and Attorney's Fees

- .1 The Contract shall be governed by the laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in Wharton County, Texas. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.
- .2 In any adjudication of a claim for breach of contract under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party. Otherwise, no provision of this Agreement is a waiver of any immunity or defense or consent to suit.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.6 MATERIALS AND VERIFICATION TESTING. The Construction Manager will assist the Owner in selecting a separate contractor or contractors to provide construction materials inspections and testing, and verification testing services necessary for acceptance of the Project. The Owner shall select such contractor or contractors on the basis of demonstrated competence and qualifications in accordance with Government Code Chapter 2254, and shall pay such contractor or contractors for their services.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, as modified by the Owner, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner.

.3

(Paragraphs deleted)

[Subsection Deleted.]

.4

(Paragraphs deleted)

[Subsection Deleted.]

.5 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

EL CAMPO INDEPENDENT SCHOOL DISTRICT

POLASEK CONSTRUCTION, INC.

OWNER *(Signature)*

Robert Mark Pool, Superintendent of Schools

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Greg Polasek, President

(Printed name and title)



Init.

/

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the _____ day of FEBRUARY in the year TWO THOUSAND FOURTEEN

...

El Campo Independent School District
700 W. Norris
El Campo, Texas 77437
Phone: 979-543-6771
Fax: 979-543-1670

...

Polasek Construction, Inc.
P.O. Box 64
El Campo, Texas 77437-0064
Phone: 979-543-9708
Fax: 979-543-2081

...

Renovations for El Campo High School Auditorium

...

RWS Architects Incorporated
3100 Timmons Lane, Suite 410
Houston, Texas 77027
Phone: 713-621-1651
Fax: 713-621-1677

...

El Campo Independent School District
700 W. Norris
El Campo, Texas 77437
Attention: Robert Mark Pool, Superintendent of Schools
Phone: 979-543-6771
Email: mpool@ecisd.org

PAGE 2

Polasek Construction, Inc.
P.O. Box 64
El Campo, Texas 77437-0064
Attention: Greg Polasek, President
Phone: 979-543-9708
Fax: 979-543-2081

...

RWS Architects Incorporated
3100 Timmons Lane, Suite 400
Houston, Texas 77027
Attention: Malcolm C. Gaus, AIA
Phone: 713-621-1651
Fax: 713-621-1677
Email: gaus@rwsarchitects.com

PAGE 3

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request. The Owner agrees to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

...

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, as modified by the Owner, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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§ 2.1.2.1 During the Construction Documents Phase the Construction Manager shall review the contract documents to ascertain whether the components of the mechanical, electrical, and plumbing systems may be constructed without interference with each other, or with the structural or architectural components of the Project. In the event conflicts

between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Architect in writing.

§ 2.1.2.2 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Project if such conflicts could have been discovered by the Construction Manager through the exercise of reasonable diligence and the Owner and Architect were not informed of such conflicts as required by Subparagraph 2.1.2.1. Provided, however, that this provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

...

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues. The three phases for this Project are: Phase 1: Site and Civil; Phase 2: Long Leadtime and MEP Package; and Phase 3: Remaining Architectural and Construction Package.

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§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager ~~suggests~~ suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be prepared and updated at a minimum upon completion of the Schematic Design and Design Development Documents. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reduce cost or maintain budget.

...

The Construction Manager shall develop bidders' interest in the Project. All subcontracts and material purchases shall be awarded pursuant to the procedures set forth in Section 2.3.2.1.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items ~~on terms and conditions acceptable to the Construction Manager~~ in accordance with applicable procurement requirements and the Contract Documents. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

...

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the

Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity ~~discovered by or made known to which~~ the Construction Manager knew or should have known as a request for information in such form as the Architect may require.

...

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental ~~authorities for inclusion in the Contract Documents.~~authorities.

...

~~§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee. When the Construction Drawings and Specifications are one-hundred (100%) percent complete, as specified in Paragraph 2.1.4, the Construction Manager shall propose a Guaranteed Maximum Price (GMP), which shall be the sum of the estimated Cost of the Work, the Construction Manager's Fee and the Construction Manager's compensation for general conditions work. The Guaranteed Maximum Price shall be proposed no later than thirty (30) days after approval of the Construction Drawings and Specifications by Owner. In the event that the Construction Drawings and Specifications are delivered to the Construction Manager in a phased manner, the Construction Manager shall prepare phased Amendments/GMPs for each component of the Construction Drawings and Specifications. The sum of all of the approved Amendments/GMPs shall constitute the final GMP.~~

~~§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. [Paragraph Deleted.]~~

PAGE 6

- ~~.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, proposal to supplement the information provided by the Owner and contained in the Drawings and Specifications;~~
- ~~.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, the Construction Manager's Fee and the Construction Manager's Fee; compensation for general conditions;~~
- ...
- ~~.5 A date by which the Owner must accept the Guaranteed Maximum Price. The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis.~~

~~§ 2.2.4 In preparing The Owner shall be allowed not less than thirty (30) days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. proposal.~~

...

~~§ 2.2.6~~ If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date ~~specified in the Guaranteed Maximum Price proposal, described in Section 2.2.4,~~ the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

~~§ 2.2.7~~ The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to ~~the commencement of the Construction Phase, acceptance of the Guaranteed Maximum Price and issuance of a Notice to Proceed,~~ unless the Owner provides prior written authorization for such costs.

...

~~§ 2.2.9~~ The Construction Manager shall not include in the Guaranteed Maximum Price ~~all~~ any sales, consumer, use and similar taxes for the Work provided by the Construction Manager ~~that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed, for which (1) a Texas public charter district is exempt, and (2) the Owner has provided the Construction Manager with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.~~

...

~~§ 2.3.1.2~~ The Construction Phase shall commence upon the Owner's ~~acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier-~~issuance of a Notice to Proceed or acceptance of phased GMP Amendments.

~~§ 2.3.1.3~~ The Contract Time shall be measured from the date of commencement of the Construction Phase.

~~§ 2.3.1.4~~ The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date set out in the Guaranteed Maximum Price Amendment, subject to adjustment of this Contract Time as provided in the Contract Documents.

~~§ 2.3.1.5~~ The Construction Manager and the Construction Manager's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed: FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

~~§ 2.3.2.1~~ Those ~~portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~All subcontracts and purchase orders for the Project work shall be awarded in accordance with Texas Government Code § 2269.251 as follows:

- .1 The Construction Manager shall publicly advertise for and solicit either competitive bids or competitive sealed proposals for all portions of the Project work other than minor work which may be included in the General Conditions of the Contract for Construction. The Construction Manager may publicly advertise for and solicit either competitive bids or competitive sealed proposals for all portions of the Project work.
- .2 The Construction Manager may elect to perform with its own forces minor work which may be included in the General Conditions of the Contract for Construction. The Construction Manager may submit competitive bids or competitive sealed proposals to perform other portions of the work with its own forces in the same manner as other bidders, which bid or proposal shall be accepted by the Owner if the bid or proposal provides the best value for the Owner.
- .3 The Construction Manager and the Owner shall receive and open all subcontractor bids or proposals in a manner that does not disclose the contents of the bids or proposals during the selection process. The

Construction Manager shall review and evaluate all bids or proposals, and shall recommend to the Owner a list of bidders to which the Construction Manager proposes to award subcontracts for the Project Work.

- .4 In the event that the Owner requires that the Construction Manager award any portion of the work to a bidder not proposed by the Construction Manager, the Owner shall compensate the Construction Manager by a change in price, time, or guaranteed maximum cost for any additional cost or risk that the Construction Manager may incur by reason of the Owner's requirements.
- .5 The Construction Manager shall deliver a copy of all advertising, solicitation documents, bids, proposals, evaluations of proposals and all documents relevant to the Guaranteed Maximum Price proposal to the Owner with the proposal.
- .6 The Construction Manager shall make all bids and proposals available for public inspection within seven (7) days following final selection of the subcontractors.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:

- .1 The successful bidder's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;
- .2 The successful bidder's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258; and,
- .3 A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

Nothing herein shall prevent the Construction Manager from including other notices required or allowed by law.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to at which the Owner, Architect, Construction Manager and appropriate Subcontractors discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

...

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases. The Construction Manager shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, polychlorinated biphenyl (PCB), or other hazardous materials. The Construction Manager shall have no responsibility to initially discover the presence of such hazardous materials on the project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Construction Manager or the Construction Manager's consultants to be present on the project site. Provided, however, that these limitations shall not apply if the Construction Manager places or allows such hazardous materials to be placed on the Project site.

...

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, systems sustainability and site requirements.

§ 3.1.2 The Owner represents to Construction Manager that funds are available and have been authorized for the full contract amount for the construction of improvements. Prior to the execution of the Guaranteed Maximum Price Amendment, Amendment #1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect. Owner's readily available information regarding budget to fulfill Owner's payment obligations under the Contract.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative, is the Board of Trustees of the El Campo Independent School District, and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

...

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed Construction Manager's services shall be provided in conjunction with the services of an architect. The terms of the agreement between the Owner and the Architect, and any further modifications to the agreement, Architect shall be available for inspection by the Construction Manager upon request.

...

Compensation for the services described in Paragraphs 2.1 and 2.2 shall be included in the compensation described in Paragraph 5.1; provided, however, if the Construction Phase does not commence for any reason, the Construction Manager's compensation for the services described in Paragraphs 2.1 and 2.2 shall be necessary and reasonable cost of services actually performed, not to exceed the stipulated sum of ZERO and 00/100 DOLLARS (\$0.00).

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. Compensation for Preconstruction Services shall be equitably adjusted if the originally contemplated scope of services is significantly modified.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (~~—~~) thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager, in accordance with the Texas Prompt Pay Act, Texas Government Code Chapter 2251.

...

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current ~~funds—~~ funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

...

The Construction Manager's fixed rate fee shall be three point one nine percent (3.19%) of the actual cost of the Work.

§ 5.1.1.2 The Construction Manager's fixed rate compensation for general conditions shall be four point one two percent (4.12%) of the actual cost of the Work. Notwithstanding any other provision of this Agreement or the General Conditions, AIA Document A201-2007 as modified by the Owner, the General Conditions compensation shall include all work described in the Step-Two Request For Proposals, Instructions to Proposers Section 8.H.

§ 5.1.1.3 The actual Cost of the Work does not include the Construction Manager's fee or compensation for general conditions.

...

See A201-2007.

...

See A201-2007.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (—%)~~ of the standard rate paid at the place of the Project.

...

N/A

...

Owner shall receive one hundred percent (100%) of the savings.

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops,~~ workshops only if Construction Manager performs work with its own forces pursuant to Section 2.3.2.1.

§ 6.2.2 ~~Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.~~

~~(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.) [Paragraph Deleted.]~~

~~§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. [Paragraph Deleted.]~~

~~§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3. Section 6.2.1.~~

~~§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval. [Paragraph Deleted.]~~

PAGE 12

~~§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value. [Paragraph Deleted.]~~

~~§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. [Paragraph Deleted.]~~

~~§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal. [Paragraph Deleted.]~~

~~§ 6.5.4 Costs of document reproductions, facsimile transmissions and long distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. [Paragraph Deleted.]~~

~~§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. [Paragraph Deleted.]~~

...

~~§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Builder's Risk Insurance, performance and payment bonds.~~

~~§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. Owner (1) is not exempt under Texas law, or (2) has not timely provided a certificate of exemption or similar proof of the Owner's tax exempt status.~~

~~§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay. [Paragraph Deleted.]~~

~~§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3. [Paragraph Deleted.]~~

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.Documents.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.[Paragraph Deleted.]

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.[Paragraph Deleted.]

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.[Paragraph Deleted.]

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.[Paragraph Deleted.]

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§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.[Paragraph Deleted.]

...

- .5 ~~Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable~~ Costs due to the negligence of the Construction Manager, the Construction Manager's Subcontractors or suppliers, or the failure of the Construction Manager, the Construction Manager's Subcontractors or suppliers to fulfill a specific responsibility of the Contract;

...

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law.

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§ 7.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month, or as follows:

...

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—)forty-five (45)~~ days after the Architect receives the Application for Payment.

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- .3 Add the Construction Manager's Fee, less retainage of ~~percent (—%)~~ five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ~~percent (—%)~~ five percent (5%) from that portion of the Work that the Construction Manager self-performs;

...

The Owner's final payment to the Construction Manager shall be made no later than ~~30~~ thirty-one (31) days after the issuance of the Architect's final Certificate for Payment, or as follows:

...

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within ~~30~~ thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within ~~30~~ thirty (30) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this ~~30 day~~ thirty (30) day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 ~~If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager. The Contract shall not have been fully performed until all work required by the construction documents including but not limited to the following have been performed:~~

- .1 provision of record or as-built drawings executed or complete;

- .2 provision of executed or complete certificates of documents evidencing warranties and owner-operators manuals;
- .3 provision of all documents evidencing required testing, inspection, verification and other engineering or consulting services required under the construction contract;
- .4 insuring agreements and bonds covering all periods of construction and any subsequent periods required under the contract.

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For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document ~~A201-2007~~, A201-2007, as modified by the Owner.

...

§ 8.1 The Construction Manager shall, as a condition precedent to allowing any subcontractor to proceed with any work on the Project, either require that the subcontractor provide proof of existence of workers compensation coverage for its employees, or, at the Construction Manager's sole discretion, provide for coverage of the subcontractor's employees under the Construction Manager's workers' compensation insurance coverage. The Construction Manager shall maintain records of all required certificates of insurance provided by the subcontractors and shall forward copies to the Owner and the Architect.

...

[X] Litigation in a court of competent jurisdiction

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§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.cause.

...

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination. ~~[Paragraph Deleted.]~~

...

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007. Owner may terminate this Agreement, with or without cause, at any time. In the event such termination is for the convenience of the Owner, the Construction Manager shall be compensated for reasonable costs incurred prior to notice of termination, profits on only that portion of the work actually performed prior to termination, and reasonable demobilization costs.

§ 10.2.1 ~~If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement. [Paragraph Deleted.]~~

§ 10.2.2 ~~If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed. [Paragraph Deleted.]~~

...

~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.~~ Following execution by both parties of the Guaranteed Maximum Price Amendment, if the Project work is stopped for a period of ninety (90) days through no act or fault of the Construction Manager, then the Construction Manager may, upon ten (10) additional days written notice to the Owner, terminate this agreement and recover from the Owner payment for all work actually performed, for any loss sustained upon any materials, equipment, tools, equipment, and machinery, and profits on only that portion of the work actually performed prior to termination. If the cause of the work stoppage is removed prior to the end of the ten (10) day notice period, the Construction Manager may not terminate this agreement.

§ 10.4 The Owner or the Construction Manager may terminate this agreement for cause as provided in Article 14 of AIA Document A201-2007.

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§ 11.3 Governing Law and Attorney's Fees

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases. **1** The Contract shall be governed by the laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in Wharton County, Texas. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.

2 In any adjudication of a claim for breach of contract under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party. Otherwise, no provision of this Agreement is a waiver of any immunity or defense or consent to suit.

...

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. ~~Except as provided in Section 13.2.2 of A201-2007, neither~~ Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

§ 11.6 MATERIALS AND VERIFICATION TESTING. The Construction Manager will assist the Owner in selecting a separate contractor or contractors to provide construction materials inspections and testing, and verification testing services necessary for acceptance of the Project. The Owner shall select such contractor or contractors on the basis of demonstrated competence and qualifications in accordance with Government Code Chapter 2254, and shall pay such contractor or contractors for their services.

...

- .1 AIA Document A133-2009, as modified by the Owner, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum ~~Price~~Price.
- .2 AIA Document A201-2007, General Conditions of the Contract for ~~Construction~~Construction, as modified by the Owner.
- .3 ~~AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

[Subsection Deleted.]

- .4 ~~AIA Document E202™ - 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

[Subsection Deleted.]

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EL CAMPO INDEPENDENT SCHOOL DISTRICT

POLASEK CONSTRUCTION, INC.

...

Robert Mark Pool, Superintendent of Schools

Greg Polasek, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, George E. Grimes, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:37:26 on 02/21/2014 under Order No. 9077693914_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Agenda Item Summary Sheet (5 D)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Action Required

Business and Operations Consider Approval of Contractor for Myatt and Northside Elementary Security Entrances and Northside Canopy System

Summary

At a the regular meeting on August 27, 2013, the Board approved Competitive Sealed Proposals (CSP) as the construction delivery method for the Myatt and Northside Elementary School Security Entrances and the Northside Elementary Canopy Addition. This delivery method is similar to Competitive Bids, except that the school district “may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.” That is, if the project is over budget, the school district may consider reducing the scope of the project and ask the contractor to negotiate a lower price.

The drawings and specifications were completed, and a Request for Competitive Sealed Proposals was issued on January 23, 2014.

A Pre-Proposal Conference was held on January 30th. Two contractors, BLS Construction and Polasek Construction, Inc., both of El Campo, attended this meeting.

On February 7th, an addendum to the Northside Canopy Addition specifications was issued to include Aluminum Techniques, Inc. of Stafford, Texas, as one of the approved companies that met the specifications for the canopy system.

On February 13th at 2:00 p.m. we received and evaluated the sealed proposals.

The District only received one proposal despite the fact that Malcolm Gaus personally called eight different contractors and asked them to submit a proposal, and the fact that there were two companies represented at the Pre-Proposal Conference. The lone proposal was submitted by Polasek Construction, Inc.

ECISD Board Policy CV (LEGAL), FACILITIES CONSTRUCTION

Effective Date February 25, 2014

Previous Board Action At a regular meeting on August 27, 2013, the Board approved Competitive Sealed Proposals as the construction delivery method for the Myatt and Northside Elementary Security Entrances and the Northside Elementary Canopy Addition; and the Board approved the weighted criteria for evaluation of the proposals.

Future Action Expected

Construction Progress Reports.

Background Information and Significant Issues

As RWS Architects prepared the Request for Competitive Sealed Proposals it was suggested by Ralph Novosad that we bid each project individually and collectively. With this suggestion the RFP was written to receive a base proposal for each project and a combined base proposal for all three projects. This gave the district a number of options on how to award contracts for these projects.

Because of the urgency of the project it was scheduled for the work to be done during Spring Break (March 8 – 16); and after regular school hours and on weekends. Because these schedule restrictions could cause the cost of the project to escalate, there was also an alternate written that would allow the work to be done during the summer after school is out.

The following is a summary of the sealed proposals submitted by Polasek Construction, Inc.:

Myatt Security Entrance Base Proposal	\$151,700
Northside Security Entrance Base Proposal	\$173,200
Northside Canopy Addition Base Proposal	\$86,300
Sum of Three Individual Base Proposals	\$411,200
Combined Base Proposal	\$390,000
Myatt Completion Schedule Alternate	(\$7,500)
Northside Completion Schedule Alternate	(\$6,500)
Myatt Addition of Acoustical Wall Panels	\$1,350
Combined Total	\$377,350

The total amount is \$35,423 or 10.36% over the estimated cost of \$341,927 that we have been working with.

Fiscal Impact

\$377,350 from the General Fund fund balance

Student and Public Benefit

The students benefit from increase security at both campuses, and the public benefits from the transparency in the process that assures we sought the most efficient use of tax dollars.

Procedural and Reporting Implications

If approved a contract will be signed with Polasek Construction, Inc. John Robertson, or RWS Architects, and George Grimes, of *Walsh, Anderson, Gallegos, Green, and Trevino, P.C.*, are currently working on the proposed contract.

Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Proposal Tabulation Sheet for Myatt Elementary New Proposed Security Entrance • Proposal Tabulation Sheet for Northside Elementary New Proposed Security Entrance • Proposal Tabulation Sheet for Northside Elementary School Canopy Addition
Contact Person(s)	<p>Mark Pool, Superintendent of Schools</p> <p>David Bright, Assistant Superintendent of Finance and Operations</p>
Action Required	<p>Motion, second and majority vote to approve Polasek Construction, Inc. as the contractor for the Myatt and Northside Elementary Security Entrances and the Northside Elementary Canopy System projects.</p>
Superintendent's Recommendation	<p>I recommend the Board approve Polasek Construction, Inc. as the contractor for the Myatt and Northside Elementary Security Entrances and the Northside Elementary Canopy System projects.</p> <p>Mark Pool, Superintendent of Schools</p>

PROPOSAL TABULATION
MYATT ELEMENTARY SCHOOL NEW PROPOSED SECURITY ENTRANCE
EL CAMPO INDEPENDENT SCHOOL DISTRICT
COMPETITIVE SEALED PROPOSALS RECEIVED: FEBRUARY 13, 2014 AT 2:00 P.M.
RWS PROJECT NO. 1392

PROPOSERS	BLS CONSTRUCTION	POLASEK CONSTRUCTION INC	
BASE PROPOSAL	\$ _____	\$151,700.00	\$ _____
COMBINED BASE PROPOSAL	\$ _____	\$390,000.00	\$ _____
COMPLETION TIME	_____	70	_____
COMBINED COMPLETION TIME	_____	150	_____
ALTERNATES			
No. 1-"Vinyl Composition Tile"	+\$ _____	\$1,638.00	+\$ _____
No. 2-"Acoustical Wall Panels"	+\$ _____	+\$1,350.00	+\$ _____
No. 3-"Completion Schedule"	+\$ _____	-\$7,500.00	+\$ _____
ADDENDA	_____	1	_____
PROPOSER'S PROPOSED SURETY	_____	North American Specialty Insurance Company	_____
PROPOSAL BOND	_____	Yes	_____
	Yes No		Yes No
CONFLICT OF INTEREST QUESTIONNAIRE	_____	Yes	_____
	Yes No		Yes No
RESUME OF PROJECT MANAGER	_____	Yes	_____
	Yes No		Yes No
RESUME OF SUPERINTENDENT	_____	Yes	_____
	Yes No		Yes No
AIA Document G305-1086	_____	Yes	_____
	Yes No		Yes No

Competitive Sealed Proposals for

EL CAMPO INDEPENDENT SCHOOL DISTRICT - MYATT ELEMENTARY SCHOOL NEW PROPOSED SECURITY ENTRANCE

Proposal Date: Thursday, February 13, 2014 at 2:00PM

Scale of 1 to 5 with 5 being the highest Score Evaluator #1 Mark Pool Evaluator #2 ECISD Staff Evaluator #3 Malcolm C. Gaus, AIA

Firm Submitting Proposal	WEIGHT	BLS Construction Co., Inc.					Polasek Construction Co.														
		EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE					
Purchase Price	40	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reputation of Proposer	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quality of Proposer's Subcontractors	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Calendar Days Project Completion	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Goods and Services to meet need	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Past Relationship with the District/Agent	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proposer's Completion Record	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proposer's Close Out Record	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proposer's subcontractor's and vendors	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Score	100					0.00					100.00										0.00
Ranking by Score (Highest Score is the Best RFQ)						0					1										

PROPOSAL TABULATION
NORTHSIDE ELEMENTARY SCHOOL NEW PROPOSED SECURITY ENTRANCE
EL CAMPO INDEPENDENT SCHOOL DISTRICT
COMPETITIVE SEALED PROPOSALS RECEIVED: FEBRUARY 13, 2014 AT 2:00 P.M.
RWS PROJECT NO. 1393

PROPOSERS	BLS CONSTRUCTION	POLASEK CONSTRUCTION INC	
BASE PROPOSAL	\$ _____	\$173,200.00	\$ _____
COMBINED BASE PROPOSAL	\$ _____	\$390,000.00	\$ _____
COMPLETION TIME	_____	70	_____
COMBINED COMPLETION TIME	_____	150	_____
ALTERNATES			
No. 1-"Vinyl Composition Tile"	+\$ _____	-\$1897.00	+\$ _____
No. 2-"Completion Schedule"	+\$ _____	-\$6,500.00	+\$ _____
ADDENDA	_____	1	_____
PROPOSER'S PROPOSED SURETY	_____	North American Specialty Insurance Company	_____
PROPOSAL BOND	_____ Yes No	Yes	_____ Yes No
CONFLICT OF INTEREST QUESTIONNAIRE	_____ Yes No	Yes	_____ Yes No
RESUME OF PROJECT MANAGER	_____ Yes No	Yes	_____ Yes No
RESUME OF SUPERINTENDENT	_____ Yes No	Yes	_____ Yes No
AIA Document G305-1086	_____ Yes No	Yes	_____ Yes No

Competitive Sealed Proposals for

EL CAMPO INDEPENDENT SCHOOL DISTRICT - NORTHSIDE ELEMENTARY SCHOOL NEW PROPOSED SECURITY ENTRANCE

Proposal Date: Thursday, February 13, 2014 at 2:00PM

Scale of 1 to 5 with 5 being the highest Score Evaluator #1 Mark Pool Evaluator #2 ECISD Staff Evaluator #3 Malcolm C. Gaus, AIA

Firm Submitting Proposal	WEIGHT	BLS Construction Co., Inc.					Polasek Construction Co.														
		EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE					
Purchase Price	40	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reputation of Proposer	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quality of Proposer's Subcontractors	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Calendar Days Project Completion	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Goods and Services to meet need	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Past Relationship with the District/Agent	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proposer's Completion Record	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proposer's Close Out Record	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proposer's subcontractor's and vendors	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Score	100					0.00					100.00										0.00
Ranking by Score (Highest Score is the Best RFQ)						0					1										

PROPOSAL TABULATION
 NORTHSIDE ELEMENTARY SCHOOL CANOPY ADDITION
 EL CAMPO INDEPENDENT SCHOOL DISTRICT
 COMPETITIVE SEALED PROPOSALS RECEIVED: FEBRUARY 13, 2014 AT 2:00 P.M.
 RWS PROJECT NO. 1394

PROPOSERS	BLS CONSTRUCTION	POLASER CONSTRUCTION INC
BASE PROPOSAL	\$	\$86,300.00
COMBINED BASE PROPOSAL	\$	\$390,000.00
COMPLETION TIME		150
COMBINED COMPLETION TIME		150
ALTERNATES No. 1-"Demolition of Existing Steel Canopy"	+\$	+\$850.00
ADDENDA		1 & 2
PROPOSER'S PROPOSED SURETY		North American Specialty Insurance Company
PROPOSAL BOND	Yes _____ No _____	Yes
CONFLICT OF INTEREST QUESTIONNAIRE	Yes _____ No _____	Yes
RESUME OF PROJECT MANAGER	Yes _____ No _____	Yes
RESUME OF SUPERINTENDENT	Yes _____ No _____	Yes
AIA Document G305-1086	Yes _____ No _____	Yes

Competitive Sealed Proposals for

EL CAMPO INDEPENDENT SCHOOL DISTRICT - NORTHSIDE ELEMENTARY SCHOOL CANOPY ADDITION

Proposal Date: Thursday, February 13, 2014 at 2.00PM

Scale of 1 to 5 with 5 being the highest Score Evaluator #1 Mark Pool Evaluator #2 ECISD Staff Evaluator #3 Malcolm C. Gaus, AIA

Firm Submitting Proposal		BLS Construction Co., Inc.					Polasek Construction Co.																			
EVALUATION CRITERIA	WEIGHT	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE	EV #1	EV #2	EV #3	AVG	WEIGHTED SCORE					
Purchase Price	40	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Reputation of Proposer	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Quality of Proposer's Subcontractors	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Calendar Days Project Completion	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Goods and Services to meet need	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Past Relationship with the District/Agent	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Proposer's Completion Record	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Proposer's Close Out Record	5	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Proposer's subcontractor's and vendors	10	0.00	0.00	0.00	0.00	0.00	5.00	5.00	5.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Total Score	100						0.00						100.00						0.00						0.00	
Ranking by Score (Highest Score is the Best RFQ)		0										1														

Agenda Item Summary Sheet (5 F)
Meeting Date: February 25, 2014
Submitted by: Mark Pool, Superintendent

Information Only

Business and Operations

Review General Fund Fund Balance and Discuss Potential Capital Improvement Projects

Summary

The following spreadsheet reflects where we stand at this time with regards to use of surplus General Fund fund balance for capital improvement projects.

Project	Cost or Estimate	20% Surplus	18% Surplus	16% Surplus
Audited Fund Balance - August 31, 2013		\$8,490,723	\$8,490,723	\$8,490,723
Designated Funds for Turf - 8/31/13	\$250,000	\$8,240,723	\$8,240,723	\$8,240,723
General Operating Expenses - FY13-14	\$27,161,780	\$5,432,356	\$4,889,120	\$4,345,885
Surplus Fund Balance for Capital Projects		\$2,808,367	\$3,351,603	\$3,894,838
Designated Funds for Turf Replacement	\$50,000	\$2,758,367	\$3,301,603	\$3,844,838
Security Cameras - Myatt Elementary	\$18,206	\$2,740,161	\$3,283,397	\$3,826,632
Security Cameras - Hutchins Elementary	\$15,177	\$2,724,984	\$3,268,220	\$3,811,455
Security Cameras - Northside Elementary	\$19,873	\$2,705,111	\$3,248,347	\$3,791,582
Security Cameras - Middle School	\$11,872	\$2,693,239	\$3,236,475	\$3,779,710
Enhanced Wireless Connectivity	\$151,000	\$2,542,239	\$3,085,475	\$3,628,710
Ricebird Stadium Public Address System	\$82,714	\$2,459,525	\$3,002,761	\$3,545,996
High School Baseball and Softball Complex	\$2,386,707	\$72,818	\$616,054	\$1,159,289
Approved Change Orders to Complex	\$696	\$72,122	\$615,358	\$1,158,593
Pending Change Orders to Complex	(\$24,489)	\$96,611	\$639,847	\$1,183,082
FFA Project Center - Property	\$38,500	\$58,111	\$601,347	\$1,144,582
Myatt Elementary Security Entrance	\$151,700	(\$93,589)	\$449,647	\$992,882
Northside Elementary Security Entrance	\$173,200	(\$266,789)	\$276,447	\$819,682
Northside Elementary Canopy System	\$86,300	(\$353,089)	\$190,147	\$733,382
Combining Myatt and Northside Projects	(\$21,200)	(\$331,889)	\$211,347	\$754,582
Add Myatt Acoustical Panels Alternate	\$1,350	(\$333,239)	\$209,997	\$753,232
Deduct Myatt Completion Schedule	(\$7,500)	(\$325,739)	\$217,497	\$760,732
Deduct Northside Completion Schedule	(\$6,500)	(\$319,239)	\$223,997	\$767,232

The spreadsheet includes all of the projects that have been completed, in progress, or formally bid.

It should be noted that with a surplus fund balance above 20% of our current general operating expenses we are already in the “red.”

With a proposed surplus fund balance above 18% of our current general operating expenses we have a surplus balance of \$223,997.

With a proposed surplus fund balance above 16% of our current general operating expenses we have a surplus balance of \$767,232.

ECISD Board Policy

None.

Effective Date

February 25, 2014

Previous Board Action

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

Future Action Expected

At some point a decision has to be made as to what additional projects we will fund from surplus fund balance, what projects will be future budget items, and what projects will require new money.

Background Information and Significant Issues

The following is a list of additional projects that have been discussed with the associated estimated cost:

- Additional Elementary ClassroomsUnknown
- High School Auditorium Renovations\$2,125,071
- New Field House and Public Restrooms\$2,123,955
- FFA Project Center\$562,500
- High School Library Furniture\$123,756
- High School Security Cameras\$99,496
- Ricebird Stadium Re-Top Track.....\$85,868
- Ricebird Stadium Red Turf Replacement\$63,383
- Ricebird Stadium Track Repair\$40,220
- Recondition Tennis Courts.....\$23,500
- High School Parking Lot and Norris St. ProjectUnknown
- Middle School Practice Gym Acoustical Panels *Unknown
- AC Elementary Gyms *Unknown

* These requests have been added to previous lists.

Fiscal Impact

None.

Student and Public Benefit	Surplus fund balance is used effectively for one-time expenditures to upgrade facilities.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	<p>Jeff Balcar has indicated that he will complete the following projects this summer out of the General Maintenance Budget:</p> <ul style="list-style-type: none"> • Ricebird Stadium Structural Steel (Prep and Paint) \$43,740 • High School Library Replacement Flooring \$22,235 • High School Library Asbestos Removal \$12,000 • High School Library Paint \$4,000
Attachments	None.
Contact Person(s)	Mark Pool, Superintendent of School
Action Required	No action required.
Superintendent's Recommendation	<p>Information only.</p> <p>Mark Pool, Superintendent of Schools</p>

Curriculum and Instruction Students Enrolled in Advanced Placement Courses, Number of Exams Taken, and Scores Greater Than or Equal to Three

Summary In the Board Monitoring Document under State Performance Index No. 4, Post Secondary Readiness, Item 1.J. Increase the Number of Students Taking Advanced Placement Exams and Scoring 3 or Higher, the objective is:

ECISD will maximize the number of students taking Advanced Placement (AP) courses, the number of exams taken, and the number of exams scored at 3 or higher.

To monitor this objective the administration is to provide the Board of Trustees with a report on the number of students taking AP courses and number taking exams in each course. The report shall reflect the percentage of students receiving each score on the exams.

The report will show a five-year historical trend in data.

The target is for all students taking AP courses to also take the associated AP exam; and that district students will show an annual increase in the percent of exams scored 3 or higher.

ECISD Board Policy AIA (LEGAL) – ACCOUNTABILITY, ACCREDITATION AND PERFORMANCE INDICATORS – Quality of Learning Indicators

Effective Date 2011-2012 School Year

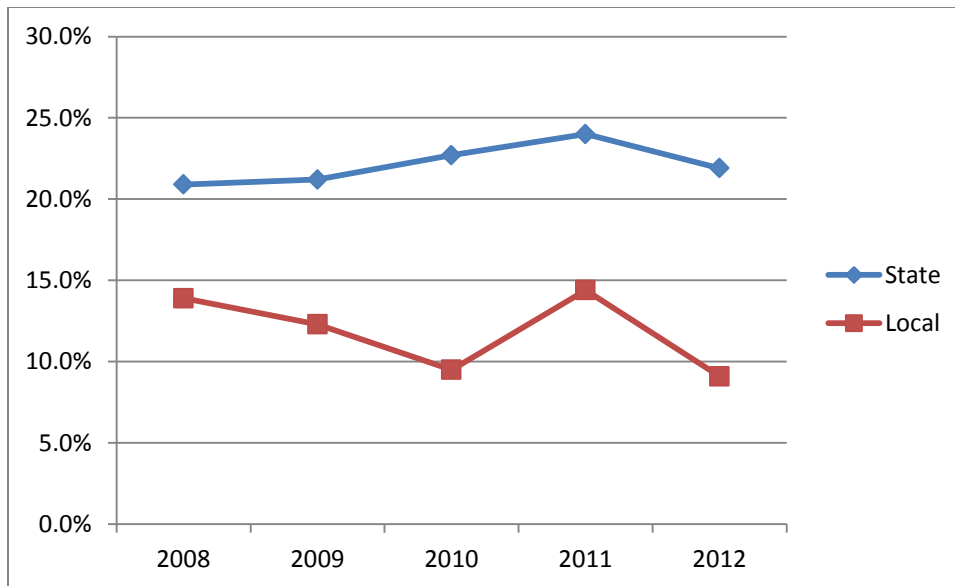
Previous Board Action The Board annually reviews a report of students on Advanced Placement Exams.

Future Action Expected The Board annually reviews a report of students on Advanced Placement Exams.

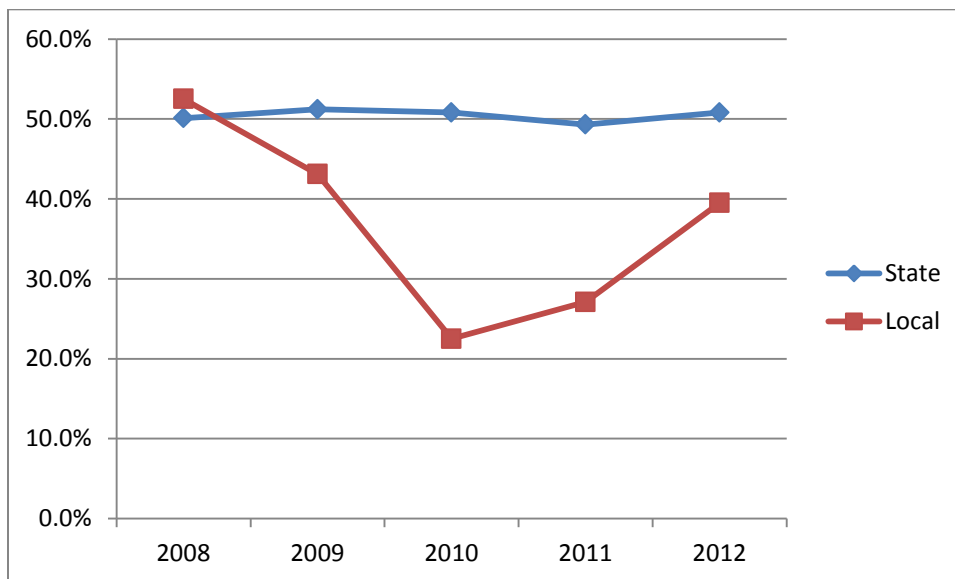
Background Information and Significant Issues The following chart shows historical data on the percent tested (percentage of non-special education students in grades 11 and 12 taking at least one AP exam) and the percentage of examinees with at least one AP exam score at or above a 3. The chart also compares El Campo High School to the State data:

Advanced Placement Exams	2008		2009		2010		2011		2012	
	State	Local	State	Local	State	Local	State	Local	State	Local
Tested	20.9%	13.9%	21.2%	12.3%	22.7%	9.5%	24.0%	14.4%	21.9%	9.1%
Examinees \geq Criterion Score of 3	50.1%	52.5%	51.2%	43.1%	50.8%	22.5%	49.3%	27.1%	50.8%	39.5%

Percentage of 11th and 12th Grade Students Tested



Percentage of Examinees that Scored at or Above the Criterion of 3



Fiscal Impact	Unknown
Student and Public Benefit	Monitoring the number of students taking Advanced Placement Courses, how many of those actually took the exam, and how they scored on the exams will help us to evaluate and improve our Advance Placement Program.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	<p>The data reported above does not actually reflect the following:</p> <ul style="list-style-type: none"> • Number of students enrolled in each AP course; • Number of students enrolled who actually took the AP exam; or • Percentage of students receiving each score on each exam. <p>The data came from the Academic Excellence Indicator Reports for 2008-2009, 2009-2010, 2010-2011, 2011-2012, and the Texas Academic Performance Report from 2012-2013.</p> <p>The attached District Summary for 2013 does show the actual number of exams taken and the scores received for each exam, but does not report the number of students enrolled in each AP course.</p> <p>According to the 2013 College Board AP District Report, 34.04% of the exams taken scored at or above the criterion score of 3. (47 exams taken; 13 scored a 3, and 3 scored a 4)</p> <p>English Language Composition – 100% of the exams taken scored at or above the criterion score of 3. (Only one exam was taken and received a score of 4)</p> <p>Macro Economics – No exams were at or above the criterion score of 3. (Only one exam was taken and received a score of 1)</p> <p>U.S. History – 33.33% of the exams taken scored at or above the criterion score of 3. (Thirty-three exams were taken. 11 scored a 1; 11 scored a 2; 10 scored a 3; and 1 scored a 4)</p> <p>Calculus – 25.0% of the exams taken scored at or above the criterion score of 3. (Eight exams were taken. 3 scored a 1; 3 scored a 2; and 2 scored a 3)</p> <p>Chemistry – 50.0% of the exams taken scored at or above the</p>

criterion score of 3. (Four exams were taken. 2 scored a 2; 1 scored a 3; and 1 scored a 4)

Attachments

None.

Contact Person(s)

Kelly Waters, Assistant Superintend of Curriculum and Instruction

Action Required

No action required.

Superintendent's Recommendation

This is an information item only.

Mark Pool, Superintendent of Schools

AP District Summary by School (2013)

Print / Download Options

This report contains a summary of the total numbers and percentages of each AP Exam score (1 to 5) by subject in your district, the total number of exams taken by subject at each school in your district, and the total number of students by education level at each school in your district.

✓ Data Updated Jun 28, 2013, Report Run Feb 10, 2014

El Campo Independent School District (D225914) Total Students: 42; Total Schools: 1

District Totals by Score

Score	Eng Lang Comp	Macr Econ	US Hist	Calc AB	Chem	Total Exams	% of Total Exams
5							
4	1		1		1	3	6.4
3			10	2	1	13	27.7
2			11	3	2	16	34.0
1		1	11	3		15	31.9
Total	1	1	33	8	4	47	100.0

District Totals by School

School	Eng Lang Comp	Macr Econ	US Hist	Calc AB	Chem	Total Exams
El Campo High School (442165)	1	1	33	8	4	47

This table shows the total number of students, by education level, who took AP Exams in your district. If you apply filter options to customize this report, the data in this table will not change. It is available in each District Summary Report as a reference.



AP District Summary by School (2013)

Print / Download Options

This report contains a summary of the total numbers and percentages of each AP Exam score (1 to 5) by subject in your district, the total number of exams taken by subject at each school in your district, and the total number of students by education level at each school in your district.

✓ Data Updated Jun 28, 2013, Report Run Feb 10, 2014

Students by Education Level

School	Total Students	Unknown	No Longer in High School	12th Grade	11th Grade	10th Grade	9th Grade	<9th Grade
El Campo High School	42			9	33			

The data in this report differs from other College Board reports, such as *The AP Report to the Nation*, which tracks exams taken by seniors throughout their high school career (cohort-based) and includes public school data only.



Curriculum and Instruction Number of Students Taking Dual Credit Courses and Receiving College Credit

Summary In the Board Monitoring Document under State Performance Index No. 4, Post Secondary Readiness, Item 1.K. Dual Credit, the objective is:
ECISD will report on the number of students taking dual credit courses and receiving college credit.
 To monitor this objective the administration is to report to the Board on the status of dual credit courses. The number of students enrolled in dual credit courses and the number of students receiving college credit will be provided. Also, the demographic characteristics of ECISD students enrolled in dual credit courses will include district wide enrollment by economic status.

ECISD Board Policy AIA (LEGAL) – ACCOUNTABILITY, ACCREDITATION AND PERFORMANCE INDICATORS – Quality of Learning Indicators

Effective Date Fall 2013

Previous Board Action The Board semi-annually reviews a report of students enrolled in dual credit courses following the completion of each semester.

Future Action Expected The Board semi-annually reviews a report of students enrolled in dual credit courses following the completion of each semester.

Background Information and Significant Issues The following chart provides the dual enrollment data from the fall semester:

<i>Dual Credit Class</i>	<i>Number of Students</i>	
Pre-Calculus Dual	6	1 of these students also took English 4H
English 4H WCJC	55	
Finite Math/Business Calculus	17	16 of these students also took English 4H

Currently there are 39 students enrolled in Dual Credit Government for the second semester.

This information has not been broken down by ethnicity.

The following data is taken from the Texas Academic Performance Report for 2012-2013. It provides dual credit completion by ethnicity and economically disadvantaged status for 2010-2011 and 2011-2012:

Dual Enrollment	State	District	African American	Hispanic	White	Econ Disadv
2011-12	30.6%	19.9%	11.7%	13.4%	31.5%	13.0%
2010-11	30.3%	21.9%	15.8%	14.4%	34.6%	13.6%

This data represents students who complete and receive credit for at least one dual enrollment course in grades 9-12. Dual enrollment courses are those for which a student gets both high school and college credit.

The percentages are calculated as follows:

Number of students in grades 9-12 who received credit for at least one dual enrollment course in 2011-12 / number of students in grades 9-12 who completed at least one course in 2011-12

Student and Public Benefit	Monitoring the number of students taking dual enrollment courses and receiving college credit will help us to evaluate and improve our advanced academic program.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	None.
Contact Person(s)	Kelly Waters, Assistant Superintendent of Curriculum and Instruction

Action Required
Superintendent's
Recommendation

No action required.
This is an information item only.
Mark Pool, Superintendent of Schools

Curriculum and Instruction HB 5 Community Engagement Component Process

Summary House Bill 5 added § 39.0545 to the *Texas Education Code* and requires each district to evaluate the district's performance and performance of each campus in the district on nine factors. The legislation requires each district to assign itself and each campus a rating of exemplary, recognized, acceptable, or unacceptable for both overall performance and individual performance on eight student engagement factors and one policy compliance factor.

The eight student engagement factors are:

- Fine Arts
- Wellness and Physical Education
- Community and Parent Involvement
- 21st Century Workforce Development Program
- Second Language Acquisition
- Digital Learning Environment
- Dropout Prevention Strategies
- Educational Programs for Gifted and Talented Students

The one policy compliance factor is:

- Compliance with Statutory Reporting and Policy Requirements

ECISD Board Policy AIB (LEGAL) – ACCOUNTABILITY, PERFORMANCE REPORTING

Effective Date 2013-2014

Previous Board Action On December 13, 2013, the Board adopted TASB Policy Service Localized Update 98 that provided policy AIB (LEGAL) that outlines the requirements for this performance report.

Future Action Expected The Board will annually evaluate and report the nine factors in the *Community Engagement Component*.

Background Information and Significant Issues Prior to the 2013 legislative session, superintendents, trustees, parents, and various business groups, among others were asking state leaders and legislators to reduce the number of required state assessments and

provide more flexibility in graduation plans. HB 5 provided both.

House Bill 5 also included a local evaluation requirement that is frequently referred to as the *community engagement* component. The community engagement requirement is an opportunity for districts to showcase areas of excellence and success as well as recognize areas in need of improvement and set future goals valued in the community.

Each district must use criteria set by a local committee to evaluate the districts and campuses performance under each of the student engagement factors (exemplary, recognized, acceptable, or unacceptable) and provide an answer (yes or no) for the compliance factor.

Student and Public Benefit

This accountability reporting requirement provides information to the public regarding the district's performance in areas other than state assessment scores.

Procedural and Reporting Implications

The district and campus performance ratings must be reported annually to TEA through PEIMS, and made publicly available by August 8th of each year beginning with the 2013-2014 school year.

Public Comments

None.

Alternatives

None.

Other Comments and Related Issues

Next Steps

Establish a Local Committee. The statute requires school districts to use criteria developed by a local committee to evaluate the performance of the district and each of its campus programs. However, the makeup of the local committee is left to the discretion of the district. Districts may use existing committees, or create a new committee that is diverse and representative of the community. The local committee could include representatives from parent groups, teachers, student organizations, students, the superintendent, local business leaders, higher education representatives, school trustees, principals, counselors, accountability and curriculum personnel, and nurses, among others.

Determine Criteria for Local Evaluation. The local committee will determine the criteria used for the evaluation with input from others. Options to consider include:

- Host a series of meetings to gather input about what is valued in the community, what they would like measured, and how they would want it measured;
- Seek feedback from existing district improvement committee and/or site-based committees;
- Include SHAC input on physical education and wellness factor;

- Include the new community engagement requirement as a discussion item on a future school board agenda;
- Survey of parents, students, principals, teachers, local businesses and chambers of commerce asking for their input on areas of excellence as well as areas in need of improvement;
- Seek input from PTA/PTO;
- Gather input from student council / student body president;
- Request input from local chamber of commerce members / president

While not required by statute, districts should consider providing information that describes to the public how the ratings were determined. For example, what were the criteria (activities, initiatives, programs, accomplishments, etc.) used in determining the rating? What current and/or new programs and services were evaluated? Consider including any future goal setting or improvements the district will focus on during the upcoming year. Based on criteria established by the local committee, assign the district and each campus a rating of exemplary, recognized, acceptable or unacceptable for each evaluation factor and for overall performance.

The district might consider limiting the number of indicators per category to those most appropriate for specific campus levels (elementary, middle, high).

Consideration for Determining Ratings. Consider developing a definition for each rating category. Examples might include:

- Unacceptable ratings is to be selected if the school does not meet indicator criteria;
- Acceptable rating is to be selected if the school meets but does not indicator exceed criteria;
- Recognized rating is to be selected if the school exceeds the indicator criteria; and
- Exemplary rating is to be selected if the school significantly exceeds the indicator criteria, or exceeds the criteria and has earned other unique designations in the category area (such as Fine Arts state-level awards, unique program offerings, etc.)

Report to TEA and make ratings publicly available. HB 5 requires districts to report each performance rating to TEA and to make the ratings publicly available. TEA has added new coding to the PEIMS Data Standards and new codes must be reported in the Submission 3 Summer Collection.

Ratings will be released to the public simultaneously with the state accountability ratings in the Texas Academic Performance Report.

Attachments

None.

Contact Person(s)

Kelly Waters, Assistant Superintend of Curriculum and Instruction

Carolyn Gordon, Executive Director of Special Programs and Accountability

Action Required

No action required.

Superintendent's Recommendation

This is an information item only.

Mark Pool, Superintendent of Schools