Regular

Monday, November 14, 2011 5:00 PM
Granbury ISD Board Room, 600 West Pearl St., Granbury, TX 76048, W Pearl St, Granbury, TX 76048

1. **Call to order - 5:00 PM - GISD Board Room**
2. **Convene in closed session under the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq.**
   a. Chapter 551.074 - Personnel
   1. Consider staff appointments
   b. Chapter 551.072 - Purchase, exchange, lease or value of real property
3. **Reconvene in open session - 6:00 PM**
4. **Opening Comments/Invocation**
5. **Pledges - U.S. Flag & Texas Flag**
6. **Achievement Spotlight**
   a. National School Bus Safety Week - DPS Officer Randel Wilson
   b. Gold Performance
7. **Public comments/audience participation**
8. **Discussion/Action**
   a. Consider Consent Agenda Items
   1. Minutes of the October 17, 2011 Regular Meeting
   2. Consider Budget Amendments
   3. Consider renewal of Charter Bus Services Bid 2011-02
   4. Consider renewal of Towing Services Bid 2010-07
   5. Consider Audio Visual Supplies and Equipment Bid 2011-32
   6. Consider renewal of Guidance, Evaluation and Testing Supplies and Materials Bid 2010-05
   7. Consider renewal of Records Management Services 2010-01
   b. Consider Selection of Central Appraisal District Board Members
   c. Consider Resolution for Change of Elections to November
   d. Consider Resolution and Contract for Texas School Coalition Litigation
9. **Discussion/Information**
   a. Technology Purchases
   b. Public Notification of Teacher Quality (Highly Qualified)
   c. Maintenance Report
   d. Transportation Report
   e. Update 91
10. **Consider action on items discussed in closed session**
    a. Consider staff appointments
    b. Consider purchase, exchange, lease or value of real property
11. **Adjourn**

OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Information**

To:	**Board of Trustees**	**From:**	**Ron Mayfield**
		Date:	**November 14, 2011**
		Re:	**Achievement Spotlight**

SUMMARY:
Crossland Ninth Grade Center has been named as a National Center for Educational Achievement (NCEA), which is a department of ACT.

NCEA identifies higher performing schools that meet one or both of the following criteria over the most recent three years.

1. Students experience above-predicted growth based on a value-added analysis.
2. Above-predicted percentage of continuously enrolled students score at the Commended level on the Texas Assessment of Knowledge and Skills (TAKS).

Both measures identify schools that perform unusually well given the student demographics they serve.

RECOMMENDATION:
N/A

Respectfully submitted,

Ron Mayfield

Ron Mayfield
Superintendent

GRANBURY ISD
BOARD OF TRUSTEES
OFFICIAL REGULAR MEETING
MINUTES
October 17, 2011

The Board of Trustees of the Granbury Independent School District convened in an official **REGULAR** meeting on Monday, October 17, 2011, at 5:00 p.m. in the Board Room of the Administration Building, 600 West Pearl St., Granbury, Texas.

Presiding Officer ..... Charlie Cloud, President

Board Members Present

Nancy Alana
Barbara Herrington
Mark Jackson
Micky Shearon
B. J. Wallace – left the meeting at 6:00 P.M.
Don Walton

Board Members Absent

None

School Officials Present

Ron Mayfield, Superintendent
Carol Howard, Assistant Superintendent
Sharay Boynton, Executive Director of Finance
Tom Howard, Director of Human Resources
Amy Wood, Technology Director
Jeff Meador, Public Information Officer
Carola Bradley, Recording Secretary

Others Present

School Employees
Media
Community Members

Meeting Called to Order

Charlie Cloud, President, called the meeting to order at 5:02 p.m. and noted that a quorum of board members was present, the meeting was duly called and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Convened in Closed Session

The Board of Trustees convened in closed session at 5:02 p.m. under the Texas Open Meeting Act, Chapter 551.072 – purchase, exchange, lease or value of real property and 551.074 – personnel.

Reconvened

The Board reconvened in open session at 6:00 p.m.

Opening Comments/Invocation/

Ron Mayfield led the invocation

Pledge - U.S. Flag and Texas Flag

Brawner students Trevan Jordon, Marlie Tucker led the pledges.

Achievement Spotlight

Ron Mayfield, Superintendent, recognized Crossland Ninth Grade Center for being selected as a recipient of the Texas Business and Education Coalition Honor Roll. Crossland was also recognized as a Top-Performing School in the FAST report submitted by the Comptroller.

Public Meeting to Discuss FIRST Rating

Sharay Boynton, Executive Director of Finance, gave a report on the districts FIRST rating. Mrs. Boynton asked for questions from the audience. There were no questions.

Exemption of Goods in Transit

Sharay Boynton, Executive Director of Finance, discussed the exemption of Goods in Transit.

Public comments/audience participation

None

Consent Agenda Items

A motion was made by Barbara Herrington and seconded by Mark Jackson to approve consent agenda items as presented: 1. Minutes of the September 19th Team of Eight Training and the September 19th Regular Meeting; 2. Budget Amendments; 3. General Merchandise Bid 2011-33.. **MOTION CARRIED**: Yes 6 – Noe 0.

Consider SB1 – Continue to Tax Goods-in-Transit Resolution

A motion was made by Mark Jackson and seconded by Don Walton to approve continuing to tax Goods-in-Transit. Mark Jackson read the resolution. **MOTION CARRIED**: Yes 6 – Noe 0

Investment Policy Review

A motion was made by Barbara Herrington and seconded by Don Walton to approve the Investment Policy as presented. **MOTION CARRIED**: Yes 6 – Noe 0

Consider Resolution authorizing a Minimum Opening Bid for Various Real Property Tracts Previously Struck off to the Taxing Entities for Delinquent Ad Valorem Taxes

A motion was made by Micky Shearon and seconded by Nancy Alana to approve authorizing a minimum opening bid for various real property tracts previously struck off to the taxing entities for delinquent Ad Valorem Taxes. The resolution was read by Mark Jackson. **MOTION CARRIED**: Yes 6 – Noe 0

Consider Selection of Johnson County Appraisal District Directors

No action was taken on this item.

Consider Selection of Somervell Central Appraisal District Directors

No action was taken on this item.

Consider Approval of District Improvement Plan

A motion was made by Barbara Herrington and seconded by Micky Shearon to approve the District Improvement Plan as presented. **MOTION CARRIED**: Yes 6 – Noe 0

Consider Early Submission of Resignation Incentive

A motion was made by Mark Jackson and seconded by Don Walton to approve the early submission of resignation incentive as presented. **MOTION CARRIED**: Yes 6 – Noe 0

School Litigation

A motion was made by Micky Shearon and seconded by Barbara Herrington to join Haynes and Boone in the school litigation process not to exceed $10,000.00 per year for two years. **MOTION CARRIED**: Yes 5 – Noe 1. Mark Jackson voted no.

Consider Board Election Date, May or November

A motion was made by Mark Jackson and seconded by Don Walton to make a formal Resolution, as drafted by the District's counsel, be presented to this Board for final action at the November 14, 2011 Board meeting encompass the following provisions:

1. To move the Granbury Independent School District's Board of Trustees election to November each year starting in 2012

2. Adjust all seven (7) Trustee terms by extending them by six (6) months or as necessary to accommodate the new November cycle. This resolution will keep GISD in compliance with the recently changed State law by stating our intensions by the December 31, 2011 deadline as well as be fully vetted by the Justice Department for final approval. **MOTION CARRIED**: Yes 5 – Noe 1. Micky Shearon voted no.

Reports

Financial Statements for September 30, 2011

Sharay Boynton, Executive Director of Finance, presented the Board with the June financial statements.

Investment Report for the Period Ending 8-31-11

Sharay Boynton, Executive Director of Finance, presented the Board with the Investment Report for the period ending August 31, 2011.

Technology Purchases

Amy Wood, Director of Technology, reported on purchases for the month of September.

Advanced Placement

Ron Mayfield stated there was an 11% increase in public school students taking the Advanced Placement test in 2011.

FAST

Ron Mayfield reviewed the Comptrollers FAST report with the Board.

H-E-B Application -Outstanding District

Ron Mayfield requested the Board write responses to three different questions for the H-E-B Education Awards Program. This could mean $100,000.00 for Granbury Independent School District.

Action on Items Discussed in Closed Session

- **Staff Appointments**

  None

- **Consider purchase, exchange, lease or value of real property**

  None

Adjournment

There being no further business, the meeting was adjourned at 7:32 p.m.

_____ _____

Charlie Cloud, Board President Mark Jackson, Board Secretary

OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Discussion/Action**

To:	**Board of Trustees**	**From:**	**Ron Mayfield**
		Date:	**November 14, 2011**
		Re:	**Consider Resolution for Change of Elections to November**

SUMMARY:
Approving the Resolution is the next step in the process of changing the elections.

RECOMMENDATION:
Changing the elections was approved in October; therefore, this is a resolution reflecting that decision.

Respectfully submitted,



Ron Mayfield
Superintendent

A RESOLUTION OF THE GRANBURY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REGARDING CHANGE OF ELECTION CYCLE

WHEREAS, Granbury ISD holds its general trustee elections on the May uniform election date each year;

WHEREAS, Texas Education Code, Section 11.0581 requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District if it chooses to conduct such elections on the May uniform election date;

WHEREAS, the District currently holds its general trustee elections jointly with the City of Granbury in compliance with Texas Education Code Section 11.0581;

WHEREAS, the District currently elects its trustees to staggered three-year terms in annual elections;

WHEREAS, Hood County conducts the general elections annually for the District and the City;

WHEREAS, Texas Election Code Section 41.001 was modified by S.B. 100 in the 82nd Texas Legislature to allow County Election Administrators the option to decline to perform election services requested by school districts on the May uniform election date in *even-numbered years*;

WHEREAS, Texas Election Code Section 41.0052 was modified by S.B. 100 to allow Districts the option to change election dates, and Texas Education Code Section 11.059 was also modified to allow Districts the option to extend trustee terms in order to accommodate such change;

WHEREAS, the District's current election schedule calls for the election of places 3 and 4 in May of 2012; places 5, 6, and 7 in May of 2013; and places 1 and 2 in May of 2014;

WHEREAS, Hood County has informed the District that it will not be able to provide the District with electronic voting equipment for May elections held in even-numbered years; and

WHEREAS, performing election administration services and procuring the necessary equipment to do so would place a substantial burden on Granbury ISD financial resources and personnel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GRANBURY INDEPENDENT SCHOOL DISTRICT:

that the District will elect its trustees annually in joint elections with the City of Granbury on the November uniform election date; and

BE IT FURTHER RESOLVED:

that Trustee elections will utilize appropriate County polling locations; and

BE IT FURTHER RESOLVED:

that the transition schedule determined by the Board and attached hereto is adopted and will be implemented; and

BE IT FURTHER RESOLVED:

that the trustee term identified for each trustee herein is that trustee's term upon adoption of this Resolution; and

BE IT FINALLY RESOLVED:
that the District's Superintendent is hereby authorized to take any steps necessary to implement these changes, including submitting all changes to the U.S. Department of Justice for preclearance consideration.

RESOLVED on this 14th day of November, 2011 by a vote of _____ Ayes and _____ Nays by the Board of Trustees of the Granbury Independent School District.

_____
Charlie Cloud, President
Board of Trustees, Granbury ISD

ATTEST:

_____
Mark Jackson, Secretary
Board of Trustees, Granbury ISD

OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Discussion/Action**

To:	**Board of Trustees**
From:	**Ron Mayfield**
Date:	**November 14, 2011**
Re:	**Consider Resolution and Contract for Participation in the Texas School Coalition Litigation with Haynes and Boone, LLP**

SUMMARY:
I sent a copy of the resolution and contract for participation in the Texas School Coalition Litigation with Haynes and Boone, LLP to you on November 2, 2011 for you to observe. I have had our attorney with Walsh and Anderson look over the contract and determine there is no additional financial commitment than what we approved in the October meeting.

I attached a copy of a letter I presented to Mark Trachtenberg, Dr. Dawson Orr, Chair of the Texas School Coalition Litigation Committee and Ms. Tracey Roach, Assistant Director of the Texas School Coalition that clearly outlines our financial commitment approved in the October board meeting.

RECOMMENDATION:
I recommend approving the resolution and contract.

Respectfully submitted,



Ron Mayfield
Superintendent

GRANBURY ISD
Helping Students Reach New Heights

Ron Mayfield
Superintendent

Administration
600 W. Pearl Street
Granbury, Texas 76048

817.408.4007
817.408.4014 Fax

www.granburyisd.org/administration
ron.mayfield@granburyisd.org

November 8, 2011

Haynes and Boone, LLP
Attorneys and Counselors
Attention: Mr. Mark Trachtenberg
2323 Victory Avenue, Suite 700
Dallas, Texas 75219-7672

Re: Representation of Granbury ISD in the Texas School Finance Litigation

Dear Mr. Trachtenberg:

The purpose of this letter is to clarify and confirm Granbury ISD's financial commitment for you to represent Granbury ISD in the Texas School Finance Litigation.

Discussions with Ms. Tracey Roach, Assistant Director for Texas School Coalition calculates Granbury ISD's portion to be $10,000 per year. On Monday night, October 17, 2011Granbury ISD Board of Trustees committed a maximum of $10,000 per year for two years for Haynes and Boone, LLP representation. Given the invoice Granbury ISD received from your firm on November 7, 2011, I believe this commitment to be suitable.

We understand the potential financial loss to Granbury ISD far outweighs the litigation fees; however, due to recent necessary budget reductions besides the loss of revenue from the recent legislative session, this is the maximum amount and number of years our Board is comfortable committing to at this time.

Based on the recent letter from Dr. Dawson Orr, Superintendent of Schools, Highland Park, I trust you will find this commitment acceptable.

If I do not hear otherwise from you by November 28, 2011, Granbury ISD will rely upon your agreement to this limitation on the school district's financial commitment and acceptance of this limitation as if fully set forth in the representation agreement between Granbury ISD and your firm for the impending Texas School Finance Litigation.

Thank you,

Ron Mayfield
Superintendent, Granbury ISD

haynesboone

October 14, 2011

Via E-mail

Dear Superintendent or Board Member:

We are writing in response to your request for information about retaining our law firm to represent your district in connection with anticipated school finance litigation against the State of Texas, the results of which will significantly affect the future direction of public education in our state.

Haynes and Boone has been actively involved in issues related to Texas school finance since 1989. As many of you know, our firm represented a broad coalition of districts in the last round of school finance litigation from 2001 to 2006, and crafted a the successful strategy that resulted in the Texas Supreme Court declaring the school finance system unconstitutional. I have personally been involved in school finance issues for fifteen years, and was pleased to work with and represent many school districts across Texas in the previous litigation. John Turner, a litigation partner in our firm's Dallas office, will join me in the current effort.

We have enclosed with this letter three documents:

(1) A memorandum discussing our anticipated approach to the upcoming litigation, prepared at the request of the Texas School Coalition. which explains what claims we intend to bring and not bring (and why), among other things;

(2) An engagement letter for your review and signature, should you decide to retain us to represent you; and

(3) A sample resolution for your board to consider should you decide to participate in or otherwise support the litigation.

Please feel free to contact us at any time if you have questions or would like to discuss any aspect of the litigation. I can be reached at mark.trachtenberg@haynesboone.com or (713) 547-2528.

Once your board acts, please return to us copies of the signed resolution and engagement letters.

We look forward to the opportunity to represent school districts in a matter of great importance to the children of Texas and the future of our State.

Sincerely,

Mark Trachtenberg

Haynes and Boone, LLP
Attorneys and Counselors
2323 Victory Avenue, Suite 700
Dallas, Texas 75219-7672
Phone: 214.651.5000
Fax: 214.651.5940

haynesboone

MEMORANDUM

To: Texas School Coalition districts and other interested school districts

From: Mark Trachtenberg and John Turner, Haynes and Boone LLP

Date: October 7, 2011

Subject: Proposed Representation of School Districts in Upcoming Texas School Finance Litigation

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PRIVILEGED / CONFIDENTIAL

On October 1, 2011, the Texas School Coalition executive board passed a resolution endorsing their member districts' decision to hire Haynes and Boone to represent their interests in the anticipated school finance litigation. Our law firm represented many members of the Coalition – and many other districts – in the last round of successful school finance litigation in 2001-06, and we are looking forward to the opportunity to do so again. Since 1989, our firm has been involved in identifying flaws in the Texas school funding system, crafting legislative solutions to those problems that satisfy the Texas Constitution, and in publicly advocating for proper and adequate funding for all Texas public schools.

At the Coalition's request, this memorandum describes our intended approach to the coming litigation. As noted below, we will hold two separate conference calls to address your questions about the issues raised in this memorandum.

The Claims In Play

The following four claims are likely to be asserted in the coming litigation by different groups of districts:

(1) State property tax claim: This claim will assert that districts lack meaningful discretion in setting their local M&O tax rate, such that the tax has become a de facto state property tax, which is prohibited under the Texas Constitution. This is the claim that succeeded during the last round of litigation, prevailing both before the trial court and by a 7-1 vote in the Texas Supreme Court.

(2) Adequacy claim: This claim will assert that districts lack sufficient funding under the current system to provide Texas schoolchildren with a

constitutionally adequate education.[1] The district court ruled in favor of this claim in the last round of litigation, but the Texas Supreme Court reversed. The Supreme Court noted, however, the State's "predicted drift" toward inadequacy and cautioned that the State must show forward progress in order to avoid an impending constitutional violation.

(3) Efficiency claim: This claim has not been brought in previous cases, but at least one group of school districts intends to assert it. As we understand it, this claim would assert that the current method of allocating State funds among districts (including use of the target revenue system) is "arbitrary" and that districts should be funded based on a new, unified set of formulas that more accurately reflect differences in costs based on student population, district characteristics, etc.

(4) Equity claim: The Equity Center and others will be bringing claims that the current system of school funding is unconstitutionally inequitable because property-poor school districts do not have equal access to similar revenues per pupil at similar levels of tax effort in comparison to Chapter 41 districts or other districts funded under the target revenue system. Significantly, an equity claim has not prevailed in the Texas Supreme Court since 1991, and failed in last round of litigation both at the trial court (as to the M&O equity claim) and in the Texas Supreme Court (losing 8-0).

The Claims that Our Group Will Bring (and Not Bring)

Haynes and Boone intends to represent a group of school districts that wish to assert an adequacy claim and a state property tax claim, but not an "efficiency" claim or an "equity" claim. This decision is based on a number of factors.

All districts which have been in discussion with Haynes and Boone support the adequacy and state property tax claims. We believe that successful prosecution of these claims would benefit all Texas school districts regardless of their property wealth, resulting in a more fair and equitable system that would provide districts the resources to meet rising academic standards. Victory on these claims would help assure that all school districts are adequately funded and that districts have available significant additional taxing capacity to provide enrichment programming desired by their constituents on a local basis.

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[1] The Texas Supreme Court defined an "adequate" education as follows: "To fulfill the constitutional obligation to provide a general diffusion of knowledge, districts must provide 'all Texas children . . . access to a quality education that enables them to achieve their potential and fully participate now and in the future in the social, economic, and educational opportunities of our state and nation.' TEX. EDUC. CODE § 4.001(a). Districts satisfy this constitutional obligation when they [are reasonably able to] provide all of their students with a meaningful opportunity to acquire the essential knowledge and skills reflected in . . curriculum requirements . . . such that upon graduation, students are prepared to 'continue to learn in postsecondary educational, training, or employment settings.' TEX. EDUC. CODE § 28.001."

Haynes and Boone does not intend to bring an efficiency or equity claim. The efficiency claim, standing alone, implicates the manner in which funds are distributed, rather than the overall level of funding in the system. The same is true of the equity claim. A judicial finding that allocations among districts must be changed or restructured has the potential to favor some districts and disfavor others. Moreover, if the efficiency claim prevailed and the other claims did not, there is concern that any remedy could result in a change in the manner in which funds are distributed (e.g., eliminating target revenue and hold harmless provisions, updating the cost-of-education index, etc.) without significantly increasing the overall level of funding or capacity in the system. This would likely result in "winner" and "loser" districts. For these reasons, we believe the efficiency claim could work against the interests of some districts and could raise issues of potential conflict among districts.

The districts which have been in discussions with Haynes and Boone wish to preserve flexibility to respond (or not) as appropriate to the efficiency claims that may be asserted by other school districts, and to the equity claims that will be asserted by the Equity Center coalition.

We will engage top-quality experts to help us make our case. We have already been in contact with Lynn Moak of Moak Casey, and will be reaching out to other recognized authorities in the fields of education and school finance in the months ahead.

Coordination with Other Groups on the Property Tax/Adequacy Claims

We intend to work closely with attorneys for other districts in the presentation of claims of common interest in the litigation. During the *West Orange Cove* litigation, we worked with David Thompson and Philip Fraissinet (now of the Thompson Horton firm) to successfully prosecute a state property tax claim on behalf of a broad coalition of school districts, and the lawyers from both firms have a very good working relationship.

The districts represented by Thompson Horton intend to assert adequacy, state property tax, and efficiency claims. Our group would coordinate with Thompson Horton and its clients in formulating, developing, and presenting evidence concerning the adequacy and state property tax claims. This coordination could include:

- Jointly retaining experts on matters relating to the common claims;
- The possibility of a joint filings on matters of common interest;
- The possibility of a joint and coordinated trial presentation on the adequacy and property tax claims;
- Entry into a common interest agreement to preserve privilege regarding communications related to the common claims.

Despite this coordination, Haynes and Boone would represent and be paid only by its clients, and Thompson Horton would represent and be paid only by its clients. The two groups will attempt to agree to share expenses as appropriate, including splitting the costs of experts on matters of common interest.

Our Approach to the Efficiency and Equity Claims

Regarding the efficiency claims and equity claims that may be asserted by other groups, we intend to pursue the following approach, subject to continued consultation with our clients:

- To review these claims once they are asserted and monitor how the State is defending them, so that we can make a determination during the course of the litigation regarding the best responsive strategy consistent with the interests of our clients;
- To refrain from tactics that, in our judgment, might adversely affect the chances for success on the adequacy or property tax claims; and
- To advocate wherever possible remedies and solutions that benefit all school districts in Texas.

The Creation of a Steering Committee

A Steering Committee composed of superintendents of represented schools districts would be appointed to oversee the litigation and to serve as our primary point of contact. The Steering Committee will be the entity with whom we principally consult about questions of litigation and trial strategy pertaining to all members of the represented client group.

We will take our guidance from the Steering Committee with respect to issues such as the selection of plaintiffs to be named in the lawsuit, the plaintiffs to be identified as "representative districts," the possible pursuit of additional claims beyond the adequacy claim and statewide property tax claim, the settlement of claims, the retention of experts, the specific relief to he requested, and the positions to be taken regarding claims brought by or positions taken by the State or other school district groups. In the event of a disagreement among the members of the Steering Committee, Haynes and Boone would take its guidance from the majority of the Steering Committee. The Steering Committee will also be the entity responsible for reviewing invoices and approving payment of attorney fees and litigation expenses, or delegating these tasks to another person or entity.

The represented clients will be responsible for determining the membership of the Steering Committee and for collecting funds from represented districts for attorney fees and litigation expenses, including fees for expert witnesses. It is expected that the represented districts will make arrangements with the Texas School Coalition to assist with the coordination of this effort.

Budget

We are currently preparing a proposed budget and fee arrangement to submit to the Texas School Coalition. The Coalition will inform each interested district as to the amount of their expected contribution, which will be based on the proposed budget, the number of interested districts, the student population of the interested districts, and other factors. We will do our best to get this information to you as soon as possible.

Conference Call Information

We will schedule two calls for superintendents, board members, or other district officials in which we will go over these issues and give you an opportunity to ask questions about the litigation.

The first call will take place on **Thursday, October 13, at 9:00am**. The call-in number is (877) 703-8559 and the pass code is 17817992.

The second call – which will cover the same issues as the first call – will take place on **Monday, October 17, at 9:00am.** The call-in number is (877) 703-8559 and the pass code is 17818958.

To join either of these calls, you must provide your name and the district you represent to Lora Farley (at 214/651-5158 or lora.farley@haynesboone.com) no later than 24 hours before the call in which you will participate.

Of course, either one of us is available to answer questions at other times. We look forward to the opportunity to represent school districts in a matter of great importance to the children of Texas and the future of our State.

Mark Trachtenberg
713 547 2528
mark.trachtenberg@haynesboone.com
http://www.haynesboone.com/Mark_Trachtenberg/

John Turner
214 651 5671
john.turner@haynesboone.com
http://www.haynesboone.com/John_Turner/

haynesboone

October 14, 2011

PRIVILEGED AND CONFIDENTIAL

Superintendent of Schools
Granbury School District

Re: Engagement of Haynes and Boone, LLP to represent Granbury I.S.D.

Dear Sir or Madam:

On behalf of the firm of Haynes and Boone, LLP (the "Firm"), we appreciate your decision to engage us to provide legal representation to you. We look forward to this engagement, and we are confident that you will be pleased with the quality of our work and our responsiveness to your needs.

The purpose of this engagement letter is to confirm the terms on which the Firm will undertake to represent the Granbury Independent School District ("You") in connection with a lawsuit against the State of Texas and/or the Commissioner of the Texas Education Agency in relation to the State's funding of Texas schools ("the Lawsuit" or "the Subject Matter").

1. Client Relationship

The Firm is being retained by You solely as its counsel in connection with the matter described below, and our representation pursuant to this letter does not include the representation of any of Your officers, employees, students, or agents. As a result, our representation of You in this matter does not give rise to an attorney-client relationship between the Firm's attorneys and any of these other officers, employees, students, or agents. Accordingly, in most instances, our representation of You in this matter will not give rise to any conflict of interest if other clients of the Firm are or become adverse to any of Your officers, employees, students, or agents.

2. Arrangements Relating to Joint Representation

It is understood that the Firm currently contemplates the pursuit of two principal claims on behalf of the members of the H&B School District Coalition (as defined below) in the Lawsuit: (1) a claim that the overall level of funding of Texas school districts (including You) by

Haynes and Boone, LLP
Attorneys and Counselors
2323 Victory Avenue, Suite 700
Dallas, Texas 75219-7672
Phone: 214.651.5000
Fax: 214.651.5940

the State of Texas is inadequate under the Texas Constitution ("the Adequacy Claim"), and (2) a claim that the current system of funding of Texas school districts (including You) has evolved into a statewide ad valorem tax on property, in violation of the Texas Constitution ("the Statewide Property Tax Claim").

You acknowledge and understand that You are part of a group of other Texas school districts who are also represented by the Firm. The group of school districts represented by the Firm in relation to the Lawsuit (whether named as a plaintiff in the Lawsuit or not) shall be referred to herein as the "H&B School District Coalition." School districts shall become members of the H&B School District Coalition upon execution of engagement letters with the Firm identical or similar in form to this letter. You acknowledge and understand that additional school districts may in the future enter into a representation agreement with the Firm and may become members of the H&B School District Coalition.

We believe and have been advised that there currently are no conflicts between and/or among You and the other members of the H&B School District Coalition in connection with this representation. You understand, however, that when we undertake to represent multiple clients in connection with a single matter (such as in this case) it is possible that a conflict between the clients may arise at a later time, or that additional facts may come to our or Your attention that indicate that a conflict exists. Your execution of this letter indicates that You understand that it is possible that at some point, Your interests may conflict with those of the other jointly-represented clients, but that because of the current confluence of those interests, and in order to reduce legal costs, You are agreeing to the joint representation rather than selecting separate counsel. Despite this waiver, You have the right at any time to withdraw from the joint representation, and obtain Your own counsel. If a conflict develops between You and any other joint client in the future, or if You opt out of the joint representation for any reason, then You agree that the Firm may continue to represent the other joint clients.

Appointment of Steering Committee to Oversee Litigation

A Steering Committee composed of selected superintendents of represented school districts will be appointed to oversee the litigation. The jointly represented clients will be responsible for determining the membership of the Steering Committee and for determining procedures for replacement of members of the Steering Committee.

The Steering Committee shall be the entity with whom the Firm principally consults with respect to questions of litigation strategy and trial strategy pertaining to You and the other members of the H&B School District Coalition. You acknowledge and understand that the Firm shall consult with, and take its guidance from, the Steering Committee with respect to questions relating to litigation and trial strategy; the commencement of litigation and the timing thereof; the selection of plaintiffs to be named in the Lawsuit; the possible pursuit of additional claims beyond the Adequacy Claim and Statewide Property Tax Claim identified above (an "Additional Claim"); the settlement of claims; the retention of experts; the specific relief to be requested; the positions to be taken regarding claims brought by, or positions taken by, other school districts, other school district groups, or the State of Texas in the course of the Lawsuit (and any other

lawsuits that may be closely related to, or that may be consolidated with, the Lawsuit); and appeals of orders or judgments by the district court. The Steering Committee shall have an odd number of members. In the event of a disagreement among the members of the Steering Committee concerning any of these issues, the Firm shall take its guidance from the majority of the Steering Committee.

If, in the course of our representation, we become aware of any issue where, in our opinion, the interests of the members of the H&B School District Coalition differ, then we will bring this subject to the attention of the Steering Committee and ask that the Steering Committee work with the members of the H&B School District Coalition to attempt to resolve the differences, without the Firm's assistance. You agree, however, that the Firm will receive its direction from the Steering Committee with respect to the matters identified in the previous paragraph. In the event that You disagree with the Firm's strategy as directed by the Steering Committee with respect to any of the matters described in the previous paragraph, You agree that You may elect to withdraw from the H&B School District Coalition and to seek Your own counsel, but that the Firm will continue to represent the other school districts comprising the H&B School District Coalition.

You acknowledge and understand that our representation of You is contingent upon Your approval of these procedures relating to the Steering Committee, and upon Your approval of an initial membership for the Steering Committee upon which all other jointly represented clients agree.

Confidentiality of Information

You understand that, by consenting to this joint representation, You intend that all confidential communications made to us are and shall remain confidential as to parties outside this joint representation. You and each member of the H&B School District Coalition agree to protect from disclosure to outside parties any and all privileged and confidential information exchanged during the course of this representation. While communications designed to further the common representation should remain privileged as to outsiders, please note that communications made to us will not be privileged as to any other jointly-represented party. In other words, if we receive information from or about one member of the H&B School District Coalition that is relevant to the subject of our representation, then we may share that information with the others who are jointly represented. To the extent that we withdraw from our representation of You in the future, or You elect to obtain separate counsel, then any and all privileged and confidential information exchanged during the joint representation will not be disclosed by You and will remain confidential.

3. Staffing

Mark Trachtenberg and John Turner will be the primary contacts at the Firm for Your representation; we will use other Firm lawyers and legal assistants to work on Your engagement as we believe appropriate under the circumstances. We may delegate work to lawyers or support personnel with special experience in a given area or whom we otherwise

believe will enable us to provide services on an efficient, timely and cost-effective basis. Regardless of who is working on a particular component of the engagement, we will be available to discuss any aspect of our representation with You.

4. Fee Arrangements, Costs, and Expenses

Experience has shown that our relationship will be better if we begin with a clear understanding about our fees and the timing of their payment. You and the other members of the H&B School District Coalition have agreed to pay us for the professional services that we render pursuant to the terms of this engagement letter and to reimburse us for the costs and expenses that we incur or pay on Your behalf. Except as discussed below, payment of our fees and costs is not contingent on the ultimate outcome of this engagement.

Establishment of Litigation Fund

You acknowledge and understand that our representation of You and the other members of the H&B School District Coalition is contingent upon the establishment of a litigation fund for payment of the Firm's fees and other costs and expenses related to the Lawsuit ("the Litigation Fund") as described below. The Litigation Fund shall be established at the direction of the Steering Committee and shall be maintained in an account to be opened and operated by the Steering Committee. Contributions to the Litigation Fund shall be made by each member of the H&B School District Coalition in a manner to be agreed upon by the mutual consent of the members. In the event the members of the H&B School District Coalition are unable to agree by mutual consent upon a method of contribution, it is understood and agreed that each individual member of the H&B School District Coalition shall be responsible for contributing to the Litigation Fund in proportion to its Weighted Average Daily Attendance ("WADA") as of 2010, according to records maintained by the Texas Education Agency, as compared to the WADA of the other members of the H&B School District Coalition. You acknowledge and understand that the Firm reserves the right not to proceed in the representation of You or other members of the H&B School District Coalition until such time as the Litigation Fund has been funded to a level that the Firm deems appropriate.

Hourly Rates

It is our normal practice to charge our clients for services rendered on the basis of the total hours worked and our hourly rates, and You have agreed to pay us on that basis. Our attorneys include partners, associates, and special attorneys consisting of foreign attorneys, of counsel and other senior and staff level attorneys. The hourly rates for our attorneys currently range from $195 to $975. The standard hourly rates for the attorneys who have been identified at the outset to work on the Subject Matter are as follows: Mark Trachtenberg ($580); John Turner ($560), and Lacy Lawrence ($395). In an effort to provide more effective service and reduce legal fees, where appropriate we utilize specialized professional consultants, paralegals, and case clerk staff. The standard hourly rates for these individuals currently range from $55 to $540. Please note that all of these rates may be adjusted annually.

The standard rates above notwithstanding, however, we agree that unless and until the H&B School District Coalition obtains both (1) a final, non-appealable judgment in favor of our named-plaintiff clients on either the Adequacy Claim, the State Property Tax Claim or an Additional Claim, if any, and (2) a final award of attorney fees (together, a "Final Favorable Judgment") our rates will be discounted as follows: (1) Mr. Trachtenberg's and Mr. Turner's rates will be $380; and (2) the rates for all other timekeepers will be set at $200 plus 50% of that timekeeper's standard hourly rate in excess of $200. (For example, a timekeeper whose standard hourly rate is $300 would be set at $250; a timekeeper whose standard hourly rate is $395 would be set at $297.50; and so on).

In the event that the H&B School District Coalition obtains a Final Favorable Judgment, You and the other jointly represented districts agree to pay an additional sum reflecting the difference between the discounted rates stated above and our standard hourly rates for our lawyers, paralegals, and other staff who billed on the matter. The Firm agrees (1) to defer collection of this additional amount until the earlier of (a) the date on which the Texas Supreme Court rules on the merits of any appeal or (b) the date on which the final judgment in favor of our clients is no longer appealable, and (2) to collect the amount only from any fee award issued against the State. In the event that the awarded amount of fees is less than the total of (1) the fees charged at our discounted rates, reflected in the paragraph above; and (2) the amount of the additional sum described in this paragraph, the awarded amount must first be paid to the Firm as payment toward the additional fee before any balance is returned to the jointly represented districts.

Periodic Billing

Each month or other agreed billing cycle, we will send to the Steering Committee an invoice statement requesting that payment be made, which the Steering Committee agrees to pay from the Litigation Fund within 30 days after the date of the invoice. Each invoice will reflect fees charged on the basis of our hourly rates (including any agreed adjustments to those rates) for the Subject Matter.

Fee Estimates

At Your request, we from time to time may furnish You with an estimate of the fees and/or costs that we anticipate You will be required to pay us for all or part of this engagement. Any estimate that we offer is non-binding, does not reflect unforeseen circumstances, and is necessarily inexact. The fees and charges that ultimately may be required are a function of many conditions over which we have little or no control, including the conduct of other parties and their counsel. One reason that we submit monthly invoices shortly after the services are rendered is to give You a ready means of monitoring and controlling the fees and charges that You are incurring. If You are concerned that the fees and charges are mounting too rapidly, please contact us immediately so we can assist You in evaluating how they might be curtailed in the future, or whether a change in Your strategy or objectives, or the scope of this engagement, might alter this trend.

Costs and Expenses

Our invoices also will include charges for services and expenses customarily invoiced by law firms, in addition to fees for legal services performed in connection with the Subject Matter. These may include travel expenses, including mileage, parking, airfare, lodging, meals and ground transportation. Further, our invoices may include charges for items and services such as computerized legal research, long distance telephone, faxes, copying, document or image productions and other non-overhead expenses incurred for Your benefit. Except for specialized word processing services, we normally do not make a separate charge for secretaries' work unless there is a situation that requires overtime work.

The fees and services of third parties incurred in connection with our representation of You, such as printers, experts, messenger and delivery services, process servers, court reporters, witness fees, and filing services, also will be charged to You, and shall be paid from the Litigation Fund in the same manner as the Firm's fees and expenses. For any substantial expenses, You agree that You and the other members of the H&B School District Coalition will be responsible, through contributions to the Litigation Fund, for paying the fees and expenses directly, and the Steering Committee shall authorize us to make arrangements to have such third parties bill You directly. Our Firm will pay more minor expenses and submit invoices to the Steering Committee for those out-of-pocket expenditures made on Your behalf.

With respect to any remittance of balances from the Litigation Fund at the conclusion of the Lawsuit, and the distribution of any balances resulting from an award of attorney fees, You and each other jointly represented district shall receive such remittance or such distribution in proportion to the amount paid into the Litigation Fund during the course of the representation.

Delegation of Administrative Functions to Texas School Coalition

It is understood that at the option of a majority of the members of the Steering Committee, and upon the agreement of the Texas School Coalition, the Steering Committee may delegate to the Texas School Coalition the administrative functions of establishing the Litigation Fund account, collecting contributions from the members of the H&B School District Coalition for the Litigation Fund, receiving and reviewing invoices from the Firm and other vendors, and making payment to the Firm and other vendors. The Steering Committee shall advise the Firm of any decision to delegate such functions. Otherwise, the Steering Committee shall provide the Firm with appropriate information and direction as to how these administrative duties will be carried out.

5. Advance and General Waiver/Consent to Conflicts Respecting Unrelated Matters

Haynes and Boone, LLP is a large firm, with offices and professionals in many cities. The Firm's practice is broadly based and covers several areas of both domestic and international law. The very size of the Firm has created situations where work for one client in an area has precluded lawyers in the Firm from pursuing other matters, whether related or unrelated to the

first matter. In order to avoid the potential for this kind of restriction on our practice, we request a waiver and advance agreement that the Firm will not be disqualified from representing interests that may become adverse to You in regard to matters that are not substantially related to the Subject Matter.

This waiver is not intended to, and would not, permit the Firm to represent interests directly adverse to You in matters that are substantially related to the work done for You. Nor is it intended that there be, and there would not be, any waiver of Your right not to have confidences or secrets that You transmit to the Firm disclosed to any third party or used against You. We would, of course, hold such information that You provide to us in strict confidence. Accordingly, You agree that You will not object to the Firm's representation of other clients on the basis of Your retention of the Firm, and You consent to and waive any objection to the Firm's representation of other clients, unless the other representation would involve the Firm representing an interest directly adverse to You on a matter substantially related to the Subject Matter.

Further, the nature of the Firm's practice is such that the Firm may from time to time represent one client in a matter while also representing that client's adversary in another unrelated matter. Such concurrent representation is undertaken only if it is the Firm's professional judgment that the Firm can do so impartially and without any adverse effect on our responsibilities to either client. Accordingly, You also agree that You do not consider any such concurrent representation, in unrelated matters, to be inappropriate, and You consent to any such present or future concurrent representations.

6. Discharge and Withdrawal

You will have the right at any time to terminate the Firm's representation of You by delivering written notice of termination to us. The Firm will have the right to withdraw from its representation of You at any time with Your consent, or for good cause without Your consent. For example, if You do not honor the terms of this letter (including Your failure to pay), or if You fail or refuse to cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing representation of You ineffective, unlawful or unethical, then we will have good cause to withdraw.

If You discharge us or we elect to withdraw, then You will take all steps necessary to free us of any obligation to perform, including by executing any documents necessary to complete the termination of the representation, and we will take all steps that, in our view, are reasonably practicable to protect Your interests. If a discharge or withdrawal occurs, then You will pay us for all costs and expenses paid or incurred by us on Your behalf, and You will pay us a reasonable fee for the professional services that we have rendered to You to the date of termination, or in connection with an orderly transition, and for which we previously have not been paid.

Unless previously terminated, our representation of You with respect to any matters for which we have been engaged will terminate when we send You our final statement for services rendered. In the course of our representation of You, we likely will come into possession of copies or originals of documents or other materials belonging to You or others (collectively, "materials"). When the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to You, to retain them in our storage facilities, or to dispose of the materials. Absent any other arrangements made with You, on the expiration of five years after a matter file has been closed, all materials in the file may be destroyed. We may retain our own files, including lawyer work product, pertaining to the representation.

7. Entire Agreement

This letter constitutes the entire agreement between You and the Firm regarding Your engagement of the Firm to represent You with respect to the Subject Matter, and is subject to no oral agreements or understandings. No obligation or undertaking that is not set forth expressly in this letter shall be implied on the part of either You or the Firm.

8. Conclusion

We are pleased to have this opportunity to represent You. If You have any questions about any aspect of our engagement or our invoices at any time, please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for You. We are open to discussing all of these matters, including the amount of our invoices, and we encourage You to be frank about them.

If this letter correctly reflects Your understanding of the scope, terms, and conditions of our representation of You with respect to the Subject Matter, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and return it to the attention of the undersigned at our office address set forth on the first page of this letter. By executing this letter, You will be acknowledging that You have read this letter and understand its terms.

Very truly yours,

HAYNES AND BOONE, LLP

By:_____
Mark Trachtenberg

_____
John W. Turner

The foregoing is approved and agreed to:

Granbury I.S.D.

By:_____ Date:_____

Title: Superintendent

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF TRUSTEES OF GRANBURY INDEPENDENT SCHOOL DISTRICT

The undersigned, being all the trustees of Granbury Independent School District ("the District"), do hereby consent and agree, pursuant to Section 11.151 of the Texas Education Code, that the following resolutions be, and hereby are, adopted by the Board of Trustees of the District.

WHEREAS the undersigned trustees believe that the presently existing statutory system for the financing of public education in Texas has and will continue to impair, unless reformed, the education available to the students within the District as well as the ability of the District to provide an appropriate education to students within the District; and

WHEREAS the undersigned trustees deem it in the best interest of the District to seek an end to such impairment; and

WHEREAS the undersigned trustees deem it in the interest of the District to retain legal counsel in its efforts to challenge that statutory system; now, therefore, be it

RESOLVED, that the retention of the law firm of Haynes and Boone, L.L.P. (the "Firm") be and hereby is authorized and approved for that purpose; and be it further

RESOLVED, that the Firm be, and hereby is, authorized, empowered, and directed to file and prosecute a lawsuit challenging the presently existing statutory system for the financing of public education in Texas; and be it further

RESOLVED, that the expenditure of public funds by the District be and hereby is authorized and approved for that purpose.

IN WITNESS WHEREOF, the undersigned Board of Trustees has executed this Resolution as of this 14th day of November, 2011.

_____
Charlie Cloud, Board President

_____
Micky Shearon, Vice President

_____
Mark Jackson, Secretary

_____
Nancy Alana, Member

_____
Barbara Herrington, Member

_____
B.J. Wallace, Member

_____
Don Walton, Member

GRANBURY ISD
TECHNOLOGY DEPARTMENT

TO: Mr. Ron Mayfield, Superintendent	**FROM**: Amy Wood **DATE**: November 2, 2011 **RE**: Technology Purchases through November 2, 2011

SUMMARY:

The following technology items were requested and purchased between October 6, 2011 and November 2, 2011. The items purchased were from the list of commonly requested technology items approved for purchase at the School Board Meeting on August 29, 2011.

Commonly Requested Technology Items Purchased:

2 – Printers

Thank you for your support.

Respectfully submitted,



Amy Wood
Director of Technology

OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Discussion/Information**

To:	**Board of Trustees**	**From:**	**Ron Mayfield**
		Date:	**November 14, 2011**
		Re:	**Highly Qualified Report**

SUMMARY:
Tom will report that we are still 100% Highly Qualified even with all the campus moves due to attrition.

RECOMMENDATION:
N/A

Respectfully submitted,



Ron Mayfield
Superintendent

To: Board of Trustees
Date: November 14, 2011
For: Information

TO: Mr. Ron Mayfield, Superintendent

FROM: Tom Howard
DATE: November 2, 2011
RE: Public Notification of Teacher Quality

SUMMARY:

According to the No Child Left Behind Act of 2001 (NCLB) each local school district is required to report how the District compares to measurable highly qualified (HQ) teacher objectives established by the State of Texas.

Please find attached the report that is presented for your information and will be made available to the public via the District website.

Respectfully submitted,



Ron Mayfield, Superintendent of Schools

Staff Person Responsible: Tom Howard, Director of Human Resources

Date Submitted: November 2, 2011

"PUBLIC NOTIFICATION of TEACHER QUALITY (HIGHLY QUALIFIED)"

The No Child Left Behind Act of 2001 (NCLB) requires each local school district to report progress of the district toward meeting the State's measurable highly qualified (HQ) teacher objectives. The baseline for these statewide objectives was established during the 2002-03 school year. During the current year, the District is required to report this information to the Board of Trustees in a public report by December 15, 2011.

The following table indicates the target percentages established by the state per year compared to the actual percentage of highly qualified teachers employed by the Granbury Independent School District (GISD) and the statewide results.

School Year	Percentage of HQ Teachers (State Aggregate) **Target**	State Actual Percentage	G I S D Percentage of HQ Teachers
2002-03 (State Baseline/State Actual/GISD Actual)	76.2	93.09	97.47
Since 2006-07 And Beyond	100.0	N/A	100.0

During the baseline year (2002-03) the District was able to report 97.47% of its teaching faculty in the academic core areas (compared to the State result of 93.09%) as highly qualified classroom teachers. The District's percentage of highly qualified teachers has continued to increase since the baseline year, reaching 100% at the end of the 2006-07. Since the 2006-07 school year the state requirement has been that Districts be 100%. GISD has remained 100% since 2006-07.

Additionally, all teachers of core academic subjects* on all local campuses are Highly Qualified teachers as indicated below:

PERCENTAGE OF HQ TEACHERS REPORTED BY CAMPUS

CAMPUS	PERCENTAGE
Granbury High	100.00
STARS	100.00
Crossland 9th Grade Center	100.00
Granbury Middle	100.00
Acton Middle	100.00
Oak Woods Intermediate	100.00
Brawner Intermediate	100.00
Acton Elementary	100.00
Baccus Elementary	100.00
Roberson Elementary	100.00
Mambrino Elementary	100.00

*Core Academic Subjects – English, Reading or Language Arts, Mathematics, Science, Foreign Languages (languages other than English), Civics and Government, Economics, Arts (Music, Art, Theatre and Dance), History and Geography.

The attached graph (page 5) will show the District's progress compared to the State and to the State Aggregate target percentage.

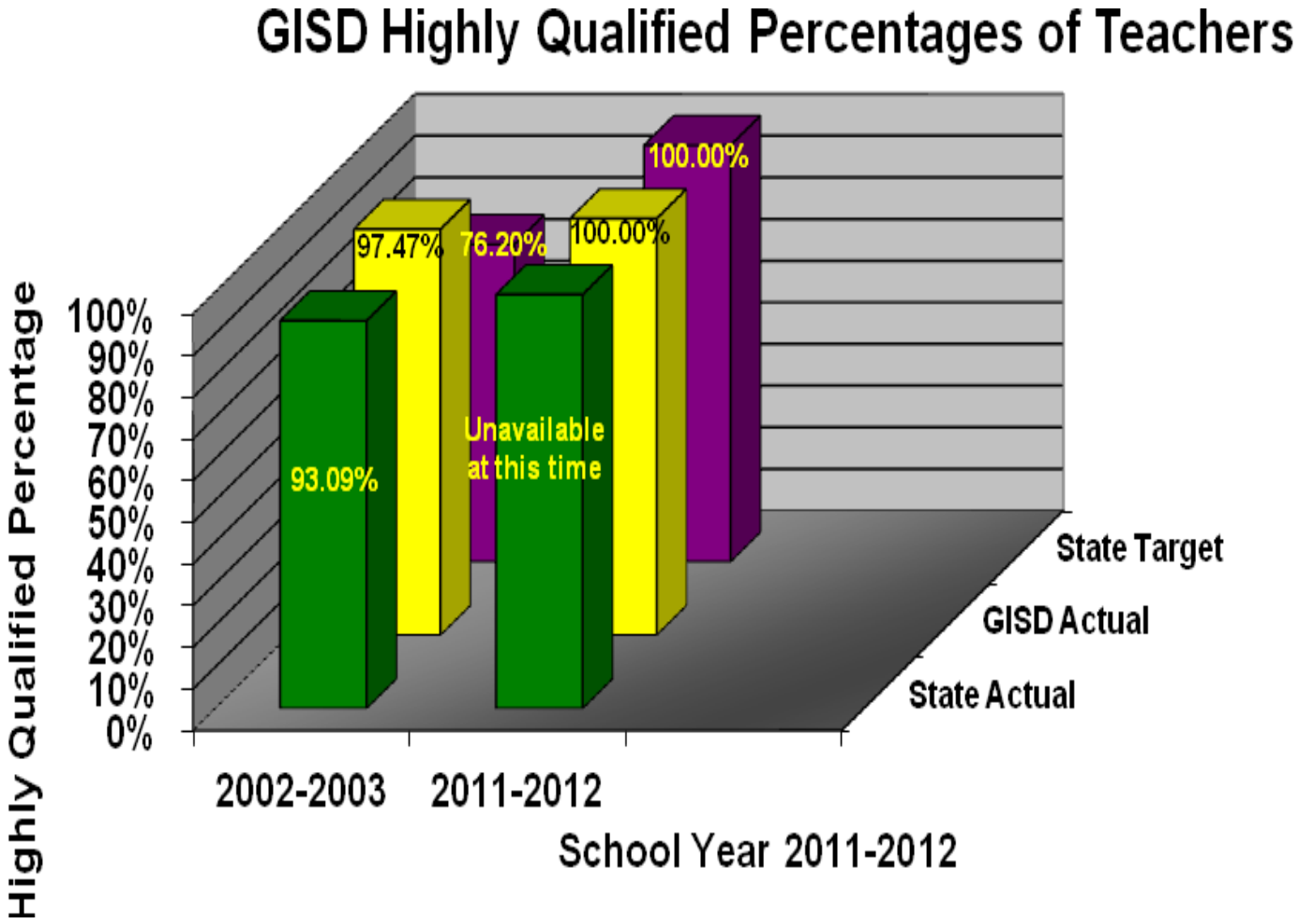
The following chart shows the percentage of Highly Qualified teachers at each campus during the 2002-2003 (the baseline year) and 2011-2012.

Campus	**02-03 HQ %**	**11-12 HQ %**
Acton Elem	100.00%	100.00%
Baccus Elem	96.43%	100.00%
Roberson Elem	96.15%	100.00%
Mambrino	100.00%	100.00%
Brawner Int	100.00%	100.00%
Oakwoods	100.00%	100.00%
AMS	94.59%	100.00%
GMS	93.18%	100.00%
Crossland 9th Grd Cntr	N/A	100.00%
GHS	98.51%	100.00%
STARS	100.00%	100.00%
District Total	97.47%	100.00%

Another objective of the No Child Left Behind (NCLB) law is to reduce the number of core academic subject classes being taught by non-Highly Qualified Teachers or Teachers out-of-field for all students but particularly for the lower socio-economic students. The classes taught by Highly Qualified Teachers are more of a focus of the reports than they have been in the past.

The following chart (page 6) will show you that we have reached the target of 100% of all core academic subjects* as well as 100% of Highly Qualified Teachers.

*Core Academic Subjects – English, Reading or Language Arts, Mathematics, Science, Foreign Languages (languages other than English), Civics and Government, Economics, Arts (Music, Art, Theatre and Dance), History and Geography.


GISD Highly Qualified Percentages of Teachers
Highly Qualified Percentage
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
93.09%
97.47%
76.20%
Unavailable at this time
100.00%
100.00%
State Target
GISD Actual
State Actual
2002-2003
2011-2012
School Year 2011-2012

Texas State Measurable Highly Qualified Teacher Objectives

A	B	C	D	E	F	G	H	I	J	K
Annual Targets	**State Percentage of Classes Taught by HQ Teachers (State Aggregate)**	**Granbury Actual Percentage of Classes Taught by HQ Teachers**	**State Percentage of Classes Taught by HQ Teachers (High-Poverty Schools)**	**Granbury Percentage of Classes Taught by HQ Teachers (High-Poverty Schools)**	**State Percentages of Classes Taught by HQ Teachers (Low-Poverty Schools)**	**Granbury Percentage of Classes Taught by HQ Teachers (Low-Poverty Schools)**	**State Percentage of HQ Teachers (State Aggregate)**	**Granbury Percentage of HQ Teachers**	**State Percentage of Teachers receiving high-quality professional development (State Aggregate)**	**Granbury Percentage of Teachers receiving high-quality professional development (Title I, Part A Compliance Report)**
2006 -2007 and beyond Target	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
2011 -2012 Result	Not available at Press Time	100.00%	Not available at Press Time	N/A	Not available at Press Time	100.00%	Not available at Press Time	100.00%	Not available at Press Time	100.00%

OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Discussion/Information**

To:	**Board of Trustees**	**From:**	**Ron Mayfield**
		Date:	**November 14, 2011**
		Re:	**Maintenance Report**

SUMMARY:
I have included a copy of the Maintenance Report provided by Mr. Randy Leach.

RECOMMENDATION:
N/A

Respectfully submitted,



Ron Mayfield
Superintendent

GRANBURY ISD

Helping Students Reach New Heights

Maintenance and Facilities Department Board Report

Randy Leach, Director of Maintenance and Facilities

Board of Directors

November 14, 2011

GRANBURY ISD
Helping Students Reach New Heights

Maintenance Personnel

Name	Position	Years with District
Linda Hall	Secretary	21
Sharla Everette	Clerk, Eduphoria, Mail Delivery	12
Scott Campbell	Supervisor	25
Rick Schulte	HVAC Supervisor	12
Greg Harris	General Maintenance Supervisor	6
Bobby Elkins	Lead Grounds Supervisor	15
Donald Smith	Lead Athletic Fields Supervisor	22
Jerry Biles	Electrician	12
James Garlick	HVAC - Electrician	11
Russell Neely	HVAC - Technician	4
Martin Briones	HVAC - Technician Helper	12
Don Zimmerman	Carpenter	13
Steve Thompson	Carpenter	10
Daniel Bryant	Plumber	1

Name	Position	Years with District
Joe Dawson	Irrigation Specialist	4
Jesse Lawson	General Maintenance	10
Ray Thomas	General Maintenance	10
Bobby Williams	General Maintenance	7
Mark Davis	General Maintenance	3
Gilbert Chagolla	Groundskeeper	6
Daniel Davis	Groundskeeper	6
Jody Jones	Groundskeeper	12
Isidro Montoyo	Groundskeeper	11
Todd Knapp	Groundskeeper	3
Fernando Castaneda	Groundskeeper	1
James Starks	Athletic Fields	10
Richard Mandel	Athletic Fields	5

GRANBURY ISD
Helping Students Reach New Heights

TASB Staffing Study

The staffing in the Granbury ISD Maintenance Department is approximately nine positions under the benchmarks provided by the Physical Plant Administrators (APPA) standards. This analysis considers actual employees of the District. Considering the very small amount of work currently being contracted to outside vendors and/or summer maintenance crews, the staffing shortage in this area is correctly represented.

GRANBURY ISD
Helping Students Reach New Heights

TASB Staffing Study (cont)

Across all crafts, there is a moderate mix of skilled tradesmen. There is a welcome number of HVAC technicians, plumbers, and electricians, rather than large numbers of general maintenance workers. Most Texas school districts have not been able to retain such a solid mix of skilled tradespersons. Granbury ISD is to be commended in this area.

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Helping Students Reach New Heights

TASB Staffing Study (cont)

Operating with this level of short staffing should be carefully reviewed. An assessment of the adequacy of preventative maintenance routines as well as actual work order completion should be performed. A lowering of the level of preventative actions can lead to a long-term consequences for buildings as well as HVAC and electrical equipment.

GRANBURY ISD
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Maintenance of Facilities and Grounds

Type	Quantity
Facilities – 12 Campuses & 7 Departments	1,450,000 Sq Ft
Grounds	548.094 Acres
Athletic Fields	18 Game / Practice Facilities

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Work Orders

- 4,092 work orders between September 2010 – August 2011.
- Eduphoria – New Online Work Order System
  - Tracks Work Orders by Campus, Person, Area
  - Tracks Inventory

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Helping Students Reach New Heights

Maintenance's Standard Budget Items

Budget Code	Budgeted Amt
Object 6200 (Contract Svc)	$ 215,495
Object 6300 (Supplies)	$ 298,920
Object 6400 (Travel)	$ 6,650
Object 6600 (Equipment)	$ 17,000
TOTAL	**$ 538,065**

GRANBURY ISD
Helping Students Reach New Heights

Facilities Responsibilities

- Energy Conservation
- Safety / Security
- Facilities
- Workers' Compensation

GRANBURY ISD
Helping Students Reach New Heights

Energy Conservation

- **Automated HVAC Systems**
  - Granbury High School
  - Crossland Ninth Grade Center
  - Acton Middle School
  - Granbury Middle School
  - Mambrino
  - Acton Elementary
- **Utility Tracking –** Utility Direct Software
- **Energy Audits –** Campus/Dept Walk Through

GRANBURY ISD
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Energy Conservation (cont.)

- **Efficient Lighting**
  - T-8 Fluorescent Lights
    - Current project – Replacing all T-12 lights with T-8 lights in shops.
  - Light Sensor Project
  - HB 3693 Energy Consumption Data is posted on GISD website

GRANBURY ISD
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Energy Conservation (cont.)

- **Efficient Lighting – Gyms**
  - T-5 Replacement Project (Halide to the T-5 Fluorescent Lights)
    - AMS (2 gyms): Funded with United Coop Grant and 2007-08 Utility Budget
    - GHS (JWSC): Funded with Utility Dividend and 2008-09 Utility Budget
    - GMS (1 gym): Funded with 2008-09 Utility Budget
    - GHS (Pirate & Activity Gyms): Funded with 2009-10 Utility and Facilities Budgets

GRANBURY ISD
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Energy Conservation (cont.)

- **Efficient Lighting – Gyms (cont.)**
  - Halide to Fluorescent Replacement Bulbs
    - Brawner Activity Gym
    - CNG Main Gym (upcoming project)
    - GMS Activity Gym (upcoming project)
    - Decker Gym (upcoming project)
    - Brawner Main Gym (upcoming project)

GRANBURY ISD
Helping Students Reach New Heights

Utility Budget 2011-12

- Electric $1,399,850
- Natural Gas $ 146,500
- Water $ 128,800

TOTAL $1,675,150

GRANBURY ISD
Helping Students Reach New Heights

Utility Consumption & Cost

Utility	Yearly Total	2007-2008	%*	2008-2009	%*	2009-2010	%*	2010-2011
Electric	Usage (kwh)	11,165,038	-1%	11,057,192	6%	11,665,916	4%	12,142,020
	Avg Unit Cost	$ 0.1047	2%	$ 0.1069	6%	$ 0.1135	-3%	$ 0.1101
	Cost	$ 1,170,387.93	1%	$ 1,186,349.48	12%	$ 1,327,591.57	1%	$ 1,344,016.21

Utility	Yearly Total	2007-2008	%*	2008-2009	%*	2009-2010	%*	2010-2011
Natural Gas	Usage (MCF)	11,173	-11%	9,904	48%	14,686	-20%	11,812
	Avg Unit Cost	$ 12.0171	-29%	$ 8.5746	-9%	$ 7.7869	-2%	$ 7.6457
	Cost	$ 109,661.27	-27%	$ 80,390.58	28%	$ 102,534.26	-25%	$ 76,633.81

Utility	Yearly Total	2007-2008	%*	2008-2009	%*	2009-2010	%*	2010-2011
Water	Usage (kgal)	10,385	-4%	9,989	18%	11,764	-4%	11,292
	Avg Unit Cost	$ 10.9934	3%	$ 11.3208	-10%	$ 10.1763	2%	$ 10.3634
	Cost	$ 113,410.77	-3%	$ 110,536.13	9%	$ 120,214.69	-3%	$ 116,433.81

Percentage is comparison between previous year and current year.

- **Red shows increase.**
- **Green shows decrease.**

GRANBURY ISD
Helping Students Reach New Heights

Electric: Vendors

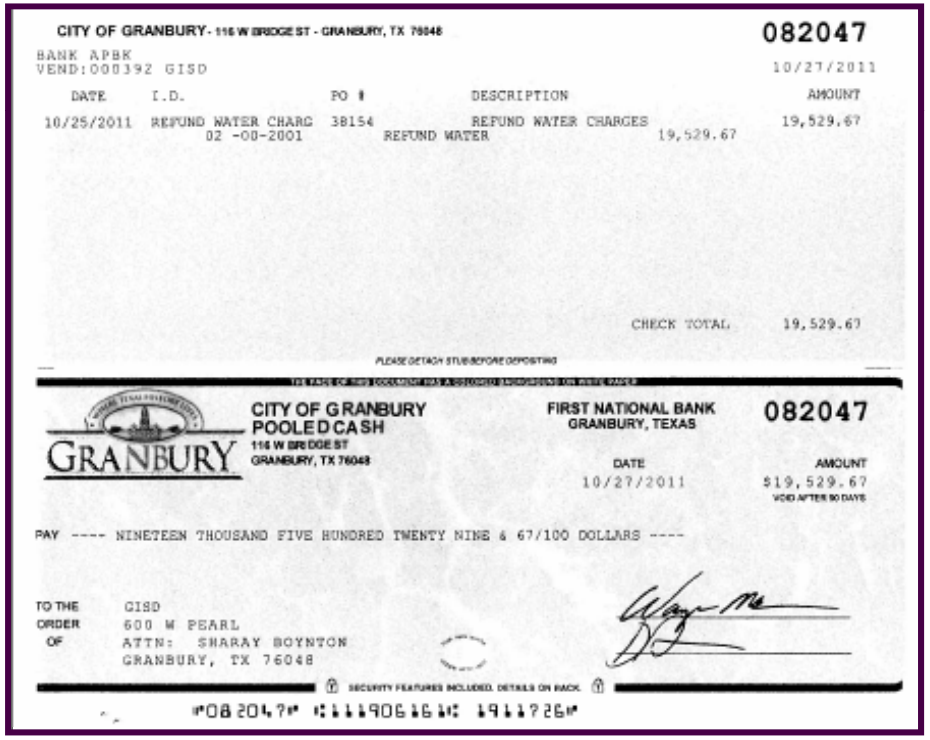
Vendor	Avg. Unit Cost *	Campus Covered
Granbury Municipal	$ 0.1274	Administration Behavior Transition Center Brawner Intermediate Granbury High School Granbury Middle School Transportation/Maintenance
Tri-County	$ 0.0912	Nettie Baccus
United Cooperative Services	$ 0.0878	Acton Elementary Acton Middle School Emma Roberson Elementary Mambrino Oak Woods Stars

*** Billing Period Range:** September 2010 to August 2011

GRANBURY ISD
Helping Students Reach New Heights

Water Meter Reimbursement

- During the renovation of the Curriculum office area, Daniel Bryant, GISD Plumber, discovered an unnecessary water meter. GISD contacted the City, and they confirmed.
- The Facilities Department researched the meter and determined GISD had been paying for this meter since 1994.
- Mr. Mayfield met with the City, and the City agreed to reimburse GISD $19,529.67



CITY OF GRANBURY- 116 W BRIDGE ST - GRANBURY, TX 76048 082047

BANK APBK
VEND:000392 GISD 10/27/2011

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/25/2011	REFUND WATER CHARG 02 -00-2001	38154	REFUND WATER CHARGES REFUND WATER 19,529.67	19,529.67

CHECK TOTAL 19,529.67

PLEASE DETACH STUB BEFORE DEPOSITING

GRANBURY
CITY OF GRANBURY
POOLED CASH
116 W BRIDGE ST
GRANBURY, TX 76048

FIRST NATIONAL BANK
GRANBURY, TEXAS

082047

DATE 10/27/2011

AMOUNT $19,529.67
VOID AFTER 90 DAYS

PAY ---- NINETEEN THOUSAND FIVE HUNDRED TWENTY NINE & 67/100 DOLLARS ----

TO THE ORDER OF
GISD
600 W PEARL
ATTN: SHARAY BOYNTON
GRANBURY, TX 76048

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈082047⑈ ⑆111906164⑆ 4911726⑈

GRANBURY ISD
Helping Students Reach New Heights

Safety Program

- **Safety Training**
  - GISD Employee's are required to complete 10 safety trainings per year:
    1. Blood Borne Pathogens
    2. Sexual Harassment
    3. Workers' Comp Review
    4. Safety Responsibility
    5. Slips, Trips, and Falls I
    6. Safe Lifting
    7. Preventing Back Injuries
    8. Ladder Safety
    9. Ergonomics
    10. Slips, Trips, and Falls II
  - Safety training is a direct correlation to reducing Workers' Compensation claims.

GRANBURY ISD
Helping Students Reach New Heights

Safety Program (cont.)

- **Safety Inspections**
  - Campus/Departments complete 4 inspections per year.
  - The Facilities Department reviews and files the inspection documents.

GRANBURY ISD
Helping Students Reach New Heights

Security

- **Emergency Operation Plans (EOP)**
  - All campuses are required to have an EOP.
  - The same terminology is used by Law Enforcement Agencies.
- **Campuses perform the following EOP Drills:**
  - Fire
  - Tornado
  - Lockdown
  - Evacuation

GRANBURY ISD
Helping Students Reach New Heights

Security (cont.)

Security Cameras / DVR's:

Campus / Departments	Number of Cameras	Number of DVRS
AES	11	1
AG Barn	16	1
AMS	54	4
CNG	31	2
EES	1	0
GHS	75	5
GHS Athletics (Cisco)	13	0
GMS	49	4
MAM	3	0
Technology	8	1
Transportation	1	0
TOTAL	**262**	**18**

Crossland Ninth Grade — DVR Room



GRANBURY ISD
Helping Students Reach New Heights

Facilities

- **Management of the following:**
  - District Buildings
  - Construction Projects
    - Completed the TEA/ADA Project ($192,451.17 under budget)

Budget	Expenditure	Remaining
$565,000.00	$ 372,548.83	$192,451.17

  - Furniture
  - Equipment

GRANBURY ISD
Helping Students Reach New Heights

Facilities (cont.)

- **Scheduling**
  - FacilitiesDirect software program
  - District Events
  - Community Events
  - Automated HVAC per campus

GRANBURY ISD
Helping Students Reach New Heights

Workers' Comp Claims 2010-2011

Month	Count
Sept	12
Oct	12
Nov	4
Dec	3
Jan	4
Feb	7
Mar	7
Apr	6
May	9
Jun	4
July	3
Aug	8
TOTAL	**79**

Department / Position	Count
Administrator *	5
Aide	3
Athletics	0
Child Nutrition	14
Custodial	13
Extended Day	0
Maintenance	8
Nurse	1
Security Guard	1
Special Ed	10
Teacher	17
Technology	1
Transportation	4
Sub	2
TOTAL	**79**

* Administrator includes Principals, APs, Directors, Counselors.

Cause of Injury	Count	Medical	Report Only
Bite	2	1	1
Burn	5	0	5
Smashed	0	0	0
Concussion	0	0	0
Contusion	7	2	5
Fall	21	8	13
Foreign body	0	0	0
Fracture	1	1	0
Heat	0	0	0
Laceration	13	5	8
Puncture	1	1	0
Shock	4	2	2
Sprain	1	1	0
Strain	9	5	4
Sting	1	0	1
Struck	14	4	10
Syncope	0	0	0
TOTAL	**79**	**30**	**49**

Location of Injury	Count
Admin	0
AG	1
AES	6
AMS	4
Annex	5
BES	4
BIS	8
BTC	0
CNG	5
EES	2
GHS	17
GMS	10
Maint	1
MAM	9
Off	2
OIS	3
Stars	0
Trans	2
TOTAL	**79**

Number of employee injuries caused by students:	16

GRANBURY ISD
Helping Students Reach New Heights

Workers' Comp Claims 2011-2012

Month	Count
Sept	6
Oct	13
Nov	0
Dec	0
Jan	0
Feb	0
Mar	0
Apr	0
May	0
Jun	0
July	0
Aug	0
TOTAL	**19**

Department / Position	Count
Administrator *	0
Aide	0
Athletics	0
Child Nutrition	4
Custodial	1
Extended Day	0
Maintenance	0
Nurse	1
Security Guard	0
Special Ed	3
Teacher	6
Technology	0
Transportation	3
Sub	1
TOTAL	**19**

* Administrator includes Principals, APs, Directors, Counselors.

Cause of Injury	Count	Medical	Report Only
Bite	1	0	1
Burn	1	0	1
Smashed	1	0	1
Concussion	0	0	0
Contusion	0	0	0
Fall	5	1	4
Foreign body	0	0	0
Fracture	1	1	0
Heat	0	0	0
Inhalation	1	0	1
Laceration	1	0	1
Puncture	0	0	0
Shock	0	0	0
Sprain	2	1	1
Strain	3	0	3
Sting	0	0	0
Struck	3	3	0
Syncope	0	0	0
TOTAL	**19**	**6**	**13**

Location of Injury	Count
Admin	0
AG	0
AES	1
AMS	1
Annex	0
BES	1
BIS	1
BTC	0
CNG	2
EES	0
GHS	7
GMS	1
Maint	0
MAM	1
Off	0
OIS	2
Stars	0
Trans	2
TOTAL	**19**

Number of employee injuries caused by or related to students:	8

GRANBURY ISD
Helping Students Reach New Heights

Claim Payments

Claim Year	Open/ Closed	Medical Paid	Medical Incurred	Indemnity Paid	Indemnity Incurred	Total Paid	Total Incurred
2000-01	**Closed**	$215,591.97	$215,591.97	$68,848.46	$68,848.46	$284,440.43	$284,440.43
2001-02	**Closed**	$158,525.39	$158,525.39	$51,520.20	$51,520.20	$210,045.59	$210,045.59
2002-03	**Closed**	$58,409.10	$58,409.10	$12,250.54	$12,250.54	$70,659.64	$70,659.64
2003-04	**Closed**	$52,789.26	$52,789.26	$21,877.69	$21,877.69	$74,666.95	$74,666.95
2004-05	**Closed**	$107,031.71	$107,031.71	$30,913.98	$30,913.98	$137,945.69	$137,945.69
2005-06	**Closed**	$45,659.27	$45,659.27	$6,804.00	$6,804.00	$52,463.27	$52,463.27
2006-07	**Closed**	$87,514.11	$87,514.11	$16,760.34	$16,760.34	$104,274.45	$104,274.45
2007-08	**Closed**	$133,816.12	$133,816.12	$37,446.34	$37,446.34	$171,262.46	$171,262.46
2008-09	**Closed**	$35,681.91	$35,681.91	$218.75	$218.75	$35,900.66	$35,900.66
2009-10	**Closed**	$50,795.69	$50,795.69	$30,817.54	$30,817.54	$81,613.23	$81,613.23
2010-11	**Open**	$66,138.88	$163,053.75	$3,764.76	$34,705.19	$69,903.64	$197,758.94
2011-12	**Open**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Data current through September 2011							

Since 2000 (11 years), the district has:

- **Paid - $1,293,176.01**
- **Incurred - $1,421,031.31**

OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Discussion/Information**

To:	**Board of Trustees**	**From:**	**Ron Mayfield**
		Date:	**November 14, 2011**
		Re:	**Transportation Report**

SUMMARY:
I have included a copy of Terry's Transportation Report.

RECOMMENDATION:
N/A

Respectfully submitted,



Ron Mayfield
Superintendent

GRANBURY ISD TRANSPORTATION

What Granbury ISD Transportation Does!

- We safely transport 3500 students daily to and from school
  - *(approx 60% of all GISD students ride a bus)*
- 2600 Daily stops
- Coordinate and assign over 1500 field trips annually
  - *These trips add up to just over 200,000 miles*
  - *(includes white fleet and buses)*
- Bus route miles annually for 2011
  - *907,000 route miles*
- We travel:
  - *North on 51 to Temple Hall Hwy*
  - *South to the End of Mitchell Bend Hwy*
  - *East to MX3, Pate Museum*
  - *West to Feed Store on 377 almost to Tolar*

How We Do It!

- Routes evaluated weekly for accuracy
  - *(following route as instructed)*
- Adjustments made to late or overcrowded buses
- 2011:
  - 39 Regular routes
  - Double routes include:
  - Elementary (first run)
  - Jr. High/Crossland/GHS (second run)
- 11 Special Needs routes
  - *(covers the entire district)*
- Routes evaluated weekly based on ridership and bell times (target 80-100)
- Identify School Needs (shuttles, ESL, Middays)

Routes	Count		Routes	Count	
1	19	Special Ed/ ESL Shuttle	41	109	
2	112		42	81	
3	95		43	51	Peak Rd/ Mambrino Hwy
4	23	Special Ed/ ESL Shuttle	44	57	Pecan Plantation
6	85		45	102	
7	99		46	75	Hwy 51, Little Rd., Long Creek
9	109		47	122	
10	94		48	74	Paluxy Hwy
16	105		49	99	
17	82		50	86	
32	56	ESL Shuttle	51	80	
33	59	Hwy 377 towards Tolar	52	58	ESL Shuttle
34	103		53	130	
35	73	Glen Rose Hwy/ Hayworth Hwy	54	63	Peak Rd./ Paluxy Hwy.
36	78	Pecan Plantation	55	100	
37	120		56	98	
38	95		57	65	Pecan Plantation
39	59	ESL Shuttle	58	86	
40	104		59	86	
			60	64	Cresson

Vehicles

Repairing of all GISD vehicles including

- 70 GISD buses
- 70 Maintenance vehicles (including lawn equipment and trailers)
- 10 Tolar/Lipan buses
- 20 (white fleet)
- Ag vehicles and equipment

The Future for Granbury ISD Transportation

- GPS
- RF ID tags
- Digital Cameras
- AC
- Setting a goal to reduce 2 routes for the 2012-2013 year


EMERGENCY EXIT
YEARS OF SERVICE: 0 - 10



YEARS OF SERVICE: 10 - 15



YEARS OF SERVICE: 15 – 20+



GRANBURY ISD
TRANSPORTATION





OFFICE OF SUPERINTENDENT

For:	**Board of Trustees**
Date:	**November 14, 2011**
Action:	**Discussion/Information**

To:	**Board of Trustees**	**From:**	**Ron Mayfield**
		Date:	**November 14, 2011**
		Re:	**Update 91**

SUMMARY:
We have received Update 91. I have yet to find anything that needs adjustments. Most of Update 91 is legal, which means we have no decision on that language.

RECOMMENDATION:
N/A

Respectfully submitted,



Ron Mayfield
Superintendent