

**MINUTES OF MEETING OF BOARD OF TRUSTEES
OF THE WINK-LOVING INDEPENDENT
SCHOOL DISTRICT
January 16, 2012**

The Board of Trustees of the Wink-Loving Independent School District convened in regular monthly session at 6:02 p.m., January 16, 2012 in the administration board room.

- Members Present** Eddie Brewer, Minerva Soltero, Russ Slaughter, Larry Antley, Kristyl Hotze, Melissa Halterman and Brad White. It is board appreciation month and individual and group pictures were taken which delayed the start of the meeting by a few minutes.
- Members Absent** None
- Others Present** Paul Scifres, Winkler County News, Linda Harder, Danny Thomas, Rocky Rives, auditor, Brad Laughlin; Groundforce Bldg. Systems, John Blackburn; Government Capital Securities
- Public Comments** Danny Thomas told the board members he had taken a tour of Denver City ISD during Christmas break and was very impressed with their facilities. They have a state of the art Industrial Arts Complex for welding, drafting, agriculture, etc. He was very impressed in particular with the 30 welding machines and booths and stainless steel wash areas. He said Wink does not need anything that big, but if the bond issue passes in May; he hopes that we could have at least 10-12 welding booths built for our school. Mr. Benham thanked him for his time and Danny left the meeting at this time.

Brad Laughlin with Groundforce Building Systems spoke for a few minutes to the board members stating that he had hoped the school wanted to sponsor some housing for the community, but today he found out that he was not sure they wanted to sponsor. Therefore, the housing shortage being evident in Wink, he would need assistance to work with the public to try and find a developer for the houses. He reminded the board that his houses are built on a slab in the factory and average \$65 sq. foot. He will be at the town hall meeting next Wednesday regarding the bond election to speak to people, but hopes to visit with the mayor and other elected officials during the day before the meeting to get input.

John Blackburn with Government Capital Securities visited with the board members regarding bond financing telling them his company is full service which means they help with bond council and underwriters also. They use Andrews & Kirth from Houston for bond council and Piper Jeffrey in Dallas for the underwriter of the bond. He told the board that you can usually count on one penny of tax money equaling \$1 million of bond money based on a ten year payback. If you plan on a five year term; then one penny equals \$500,000. John told the board that right now interest rate is about 2.25% on a five year term and between 2.50 and 3.00% on a ten year term. Linda Harder did ask a few questions regarding keeping all the work “in house” or “under

one roof”, but Mr. Blackburn told her they are very confident with the firms they work with as being some of the best in the state. He also reminded the board members that the oil companies will be paying for 85%+ of the bond. Mr. Benham told him it would actually be more than that. John also told Linda Harder that on a \$200,000 home you could count on about a \$200 increase in taxes; \$100,000 home about \$100 increase with the increase in tax rate. Mr. Benham thanked him for his time in meeting with the board members.

MINUTES OF
PREVIOUS
MEETING

The minutes from the December 12 meeting were presented to the board. Trustee Slaughter made the motion to dispense with the reading of the minutes and accept as presented. Trustee Antley seconded the motion and it passed with a unanimous vote.

BUDGET
AMENDMENTS

Holly Bryan presented the budget amendments for the month. The only amendment was to move \$30,000 from building purchase and construction to furniture and equipment in Function 51 for boiler hot water heaters in the Physical Fitness Center. Motion made by Trustee Soltero to approve the budget amendments. Motion seconded by Trustee Hotze and it passed with a unanimous vote.

FINANCIAL
REPORTS BILLS
PAID AND BILLS
PAYABLE

The financial reports, bills paid during the month, and bills payable for the month of January were submitted by Holly Bryan. Bills for the month totaled \$765,520.10.

Trustee Hotze moved that the financial reports, bills paid during the month, and the bills payable be approved. The motion was seconded by Trustee Slaughter and carried with a unanimous vote.

TAX
COLLECTION
REPORT

A local tax collection report for December 2011 was presented to the board by Grace Harrison, tax collector. Total collections for December were \$916,465.83. Collection percentage is 24.89%. Trustee Soltero moved to approve the tax collection reports. The motion was seconded by Trustee Antley and carried with a unanimous vote.

SUPER-
INTENDENT’S
REPORT:

Mr. Benham reviewed the monthly reports with the board members: January is Board Appreciation Month and Mr. Benham thanked the members for their service and noted that they had a nice meal this evening, pens from the Kermit Wink-Loving Co-Op, cards from the elementary students and pictures were made prior to the board meeting.

Mr. Benham gave the report for Stiles and Wallace since Craig Wallace was not able to be at this meeting. A Citizens Advisory Committee will meet on Wednesday, January 18, and the Town Hall Meeting will be on Wednesday, January 25 in the cafeteria. We will have a pre-proposal meeting on February 2 for those interested in being the construction manager. The next board meeting will be on Monday, February 13. At that meeting a Construction Manger will be selected. The bond firm will then be selected and the district will hire the bond attorney.

Mr. Benham told the board that one penny in value is \$1 million bond, so we currently have \$1.04 tax rate plus 20 cents equals’ \$1.24 tax rate. Mr. Benham did give the board members a bond package-project study sheet listing

some of the projects by location that Craig had proposed may need to be renovated or possible new projects for the bond. Mr. Benham told the board that one of the proposed projects is to replace some of the vehicles in the school fleet.

Mr. Carman gave the Elementary Principal's Report saying they have 221 students. March 27-28 is STAAR testing. Scotty told the board that his teachers appreciate their Employee Retention Incentive and he thanked them also for all they do for the school.

Mr. Boggess gave the High School Principal's Report saying that they have revoked one transfer, but most of the transfers are smooth. Spring is very busy; CX debate is February 9 in Rankin, the band will take their spring trip during Spring Break as there is no other time for that. Wink UIL Invitational Meet will be this Saturday; unsure of how many schools will be here to participate. Mr. Boggess also thanked the board members for the Employee Retention Incentive on behalf of his teachers and staff. STAAR tutorials are being conducted at this time as well as TAKS Remediation if they failed any of the TAKS test. Basketball teams are undefeated in District; boys are 5th in state.

APPROVE AUDIT REPORT

Rocky Rives with Smith & Rives in Monahans attended the meeting to present the 2010-2011 Annual Audit to the board members. Rocky told the board that they have been doing the school audit since 1986 and he appreciates the school and the opportunity to be the auditor. One of the firms employees who usually does the Wink audit, Delvin Thurman, has been in the hospital for 92 days, so they have been very busy this season without him.

Rocky went through the highlights; one of the new items added to the audit was the fund balance definitions; nonspendable, restricted, committed, assigned and unassigned fund balances. He spoke to them about Unlimited FDIC coverage, Standard Chart of Accts/Resource Guide. He also reviewed highlights of the Management Booklet. Board members continuing ed hours need to be documented in the board minutes by year end.

Mr. Benham asked Rocky to talk to the board about our three partners that we are no longer paying them, but sending money direct to the state to disperse. Rocky did agree citing an example of Balmorhea ISD that has received money from us and then reporting to the state also; finding many times it is not an advantage to have partners but just to send money direct to TEA.

Trustee Soltero made the motion to approve the annual audit as presented. Motion seconded by Trustee Slaughter and passed with a unanimous vote.

APPROVE EDITH JONES AS WLISD REPRESENTATIVE FOR WINKLER COUNTY CAD

Mr. Benham told the board members that Edith Jones has been our representative for the Winkler County Appraisal District Board of Directors. We need to approve her as our representative for another two years.

Motion made by Trustee Hotze to approve Edith Jones as WLISD Representative for Winkler County Appraisal District Board of Directors as

recommended. Motion seconded by Trustee Slaughter and passed with a unanimous vote.

APPROVE 4-H REPRESENTATIVE TO WINKLER COUNTY LIVESTOCK SHOW

Our representative attends the sale and purchases animals. In previous years, we have established a \$3,000 limit.

Mr. Benham told the board we need to appoint a board member to be our representative to purchase animals at the Winkler County Livestock Show.

It was recommended that Russ Slaughter be our Representative for the February 2012 Livestock Show. Mr. Benham told the board that we can increase the amount of money that we spend this year. Last year we spent \$1,900, but had approved \$3,000; and he would not be opposed to increasing the limit to \$5,000.

Trustee Halterman made the motion that we appoint Russ Slaughter as our representative and increase the limit to \$5,000 as recommended. Motion seconded by Trustee Brewer and passed with a unanimous vote.

ADJOURN TO CLOSED SESSION

Being that the board has been in an open meeting which notice had been given and Trustee Brewer publicly announced in the open meeting that “this board will now adjourn into a closed session pursuant to Chapter 551.074 of the Texas Government Code relating to the Texas Open Meetings Act,” the board entered into closed session at 7:30 p.m. This action was taken upon a motion by Trustee Hotze and seconded by Trustee Antley and passed with a unanimous vote.

RECONVENE TO OPEN SESSION

The board reconvened to the open meeting at 7:54 p.m. according to Chapter 551. No final action was taken while in closed session. This action upon a motion by Trustee Antley and seconded by Trustee Halterman and carried with a unanimous vote.

APPROVE WLISD VOLUNTARY RESIGNATION INCENTIVE

After closed session, Mr. Benham recommended we accept the resignation of Wesley Johnson effective immediately.

Trustee Slaughter made the motion to accept the resignation as noted.

Trustee White seconded the motion and carried with a unanimous vote.

Mr. Benham told the board that we needed a motion to approve the WLISD Voluntary Resignation Incentive. Motion made by Trustee Soltero and seconded by Trustee Hotze and carried with a unanimous vote.

WINK-LOVING INDEPENDENT SCHOOL DISTRICT VOLUNTARY RESIGNATION INCENTIVE PROGRAM

SECTION 1

Introduction

Wink-Loving Independent School District Voluntary Resignation Incentive Program was created to address the school district's desire to recruit employees while rewarding loyal employees for loyal and dedicated service by providing an opportunity to certain employees who may desire to resign from service in the Wink-Loving Independent School District ("District").

SECTION 2

Other Benefits

Wink-Loving Voluntary Resignation Incentive Program has no relationship to the Texas Teacher Retirement System ("TRS"). Resignation from the District under this Voluntary Resignation Incentive Program does not require retirement under the TRS, and an employee who accepts benefits under this Voluntary Resignation Incentive Program is eligible to obtain employment in other school districts.

SECTION 3

Definitions

"Agreement" means the Voluntary Resignation Agreement and Waiver.

"District" means Wink-Loving Independent School District, an independent school district and political subdivision of the State of Texas, operated according to the Texas Education Code, as amended.

"Employee" for purpose of the Voluntary Resignation Incentive Program means any full-time teacher, counselor, nurse, librarian, speech pathologist, or diagnostician under term contract to the District.

"Participant" means an Employee who meets the eligibility and participation requirements stated in section 4, and who completes the 2011-12 school calendar in his or her position.

"Plan" means this document, which sets out the terms and conditions of the Voluntary Resignation Incentive Program.

"Program" means the Wink-Loving Independent School District Voluntary Resignation Incentive Program.

SECTION 4

Eligibility and Payment

Eligibility for Program Benefits. An Employee is eligible to participate in the Program if he or she is a full-time certified professional employee serving under a

term contract for the 2011-12 school year. As the District has established no related to total years of service or years of experience in the District, there are individuals within the job classifications stated at paragraph 3.3 who are not eligible for the Program.

- 4.2 Participation. To participate, an eligible Employee must execute the Voluntary Resignation Agreement and Waiver and deliver it **in person** to the office of the Superintendent of Schools before the deadline of 4:00 p.m. on Monday, March 5, 2012. The District will record the date and time that the documents are received.
- 4.3 Voluntary Resignation Agreement and Waiver. To receive the benefits provided under paragraph 4.5, the Employee must execute the Voluntary Resignation Agreement and Waiver. The Employee is being given at least 45 days from the date Employee receives notice of the Plan and a copy of the Agreement to execute the Agreement, as set forth in paragraph 4.2. The Employee has seven days from the date of execution to revoke the Agreement by delivering a written revocation to the Superintendent.
- 4.4 Loss of Program Benefits. Notwithstanding the provisions in paragraphs 4.1 through 4.3, an eligible Employee who does not execute and submit the Agreement to the Superintendent by 4:00 p.m. on Monday, March 5, 2012, will not participate in the Program. In addition, an Employee who fails to maintain his or her employment through the effective date of resignation will forfeit the right to participate in the Program.
- 4.5 Amount of and Distribution of Benefits. The District will pay the Participant a lump sum of \$1,500. The Participant will receive the benefits in a lump sum, subject to required federal withholding, in a separate check with the regular payroll disbursement on or about June 20, 2012.

SECTION 5

General Provisions

- 5.1 The benefits and costs of this Program will be paid by the District out of its Unencumbered Fund Balance.
- 5.2 Execution and filing of the Agreement with the District is deemed to be a voluntary resignation from employment with the District. The resignation will be effective on the earlier date of June 30, 2012, or the end of the Participant's current employment contract.
- 5.3 An Employee who accepts the benefits of the Resignation Incentive Program and is eligible for employment in Wink-Loving ISD as a full-time or part-time professional employee, but is eligible to serve as a substitute teacher, an aide, or other support staff if qualified.

VOLUNTARY RESIGNATION INCENTIVE AGREEMENT AND WAIVER

This Voluntary Resignation Incentive Agreement and Waiver ("Agreement") is between _____ ("Employee") and the Wink-Loving Independent School District ("District") and their respective heirs, successors, assigns, representatives, agents, officers, and trustees.

Employee and District agree as follows:

1. District will pay Employee the benefits described in paragraph 4.5 of the District's Voluntary Resignation Incentive Program, which is attached to and incorporated into this Agreement.
2. As of the end of Employee's service for the 2011-12 school year or June 30, 2012, whichever is earlier, Employee will voluntarily terminate his or her employment with the District. By executing this Agreement, Employee is submitting a written resignation from employment with the District effective at the end of Employee's service for the 2011-12 school year or June 30, 2012, whichever is earlier.
3. Employee releases and discharges the District from all claims, liabilities, demands, expenses, attorney fees, and compensation of any kind, known or unknown, that Employee may now have or has had, including claims for continued or future employment. Employee agrees and promises not to file a lawsuit or administrative appeal to assert any claims or to engage in any other legal proceeding to obtain injunctive or monetary relief for any claims. This Waiver of claims includes, without limitation, any claims under the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Family & Medical Leave Act of 1992, as amended; Chapter 21 of the Texas Education Code; Section 7.057 of the Texas Education Code; Chapter 21 of the Texas Labor Code; and any other federal, state, or local laws, as well as any claims in tort or contract, statutory or otherwise, for legal or equitable relief.
4. Employee has carefully read and fully understands all the provisions of this Agreement. Employee understands that she or he is waiving rights or claims only in exchange for the consideration described in paragraph 1 and that this consideration is in addition to anything of value to which Employee is already entitled.
5. Employee acknowledges that the District advised Employee to consult with an attorney prior to signing this Agreement.
6. Employee acknowledges that the District gave the Employee a minimum of 45 calendar days to consider the Agreement and understands that he or she must accept and execute the Agreement by 4:00 p.m., Monday, March 5, 2012, in order to receive the consideration described in paragraph 1.

7. Employee understands that for a period of seven days following execution of the Agreement he or she may revoke the Agreement by delivering a written revocation to the Superintendent.
8. This Agreement will not become binding and effective until the expiration of the seven-day revocation period.
9. The Agreement constitutes the entire and complete understanding between District and Employee and will be enforced according to the laws of the State of Texas. District and Employee agree that if any provision of the Agreement is held to be unenforceable or invalid, that portion will be stricken and the remaining provisions will be enforceable.

Wink-Loving Independent School District

John Benham, Superintendent

Date

Employee Signature

Date

Employee Name, Printed

STATE OF TEXAS
COUNTY OF WINK

This instrument was acknowledged before me on the _____ day _____,
_____.

Notary Public

ADJOURNMENT

Declaration to adjourn at 7:56 p.m. on motion by Trustee Slaughter and seconded by Trustee Halterman. The motion carried with a unanimous vote.

Attest:

Secretary

Board President