

**Proposed Amendment to the
University Interscholastic League Constitution and Contest Rules**

A. Brief Explanation of Proposed Amendment

This proposal amends Subchapter B, Music, Section 1102, *General Regulations*, parts (f) and (g), of the UIL *Constitution and Contest Rules*. This proposal adds new provisions to Section 1102 regarding various aspects of the work performed by a Music Region Executive Committee including fiscal management, hiring of persons, such as an Executive Secretary, to work on committee business, record keeping, training and reporting requirements.

B. Factual and Policy Justifications

These amendments to Section 1102 (f) and (g) are consistent with recommendations that UIL has received from UT Audit, as well as the Sunset Commission, and are intended to improve overall transparency and accountability on the part of Region Executive Committees. A copy of the Memorandum of Understanding referenced in Section 1102 (f), below, is attached.

C. Proposed Amendment

Sections 1102(f) and 1102(g) of the UIL *Constitution and Contest Rules* would be amended as follows:

Section 1102: GENERAL REGULATIONS

(f) *DUTIES AND CONDUCT OF BUSINESS* OF THE REGION EXECUTIVE COMMITTEE.

- (1) The Region Executive Committee shall be responsible for the region music competition and events as outlined in Subchapter B: Music.
- (2) *ACCOUNTS*. A MUSIC REGION EXECUTIVE COMMITTEE MAY EITHER HAVE A UIL MEMBER SCHOOL THAT IS PART OF THE REGION ACT AS A FISCAL AGENT FOR THE COMMITTEE OR MAY DEPOSIT ITS FUNDS WITH A FEDERALLY INSURED BANK. THE SCHOOL ACTING AS THE FISCAL AGENT OR THE BANK CHOSEN BY THE COMMITTEE SHALL HOLD FUNDS FOR THE COMMITTEE'S USE AND BENEFIT AND PROVIDE MONTHLY AND ANNUAL STATEMENTS SHOWING ALL FINANCIAL ACTIVITY.
- (3) *EXECUTIVE SECRETARIES*. A REGION EXECUTIVE COMMITTEE MAY ONLY CONTRACT FOR SERVICES WITH A QUALIFIED INDIVIDUAL TO SERVE AS AN EXECUTIVE SECRETARY USING A UIL-APPROVED MEMORANDUM OF UNDERSTANDING THAT SETS FORTH THE TERMS AND CONDITIONS OF THE RELATIONSHIP BETWEEN THE INDIVIDUAL, THE REGION EXECUTIVE COMMITTEE AND THE UIL.
 - (A) *TERM LIMITS*. ALL EXECUTIVE SECRETARIES ARE SUBJECT TO TIME LIMITS ON THEIR LENGTH OF SERVICE IN THAT POSITION. AN INCUMBENT EXECUTIVE SECRETARY MUST BE RE-APPOINTED ON AN ANNUAL BASIS BY THE REGION EXECUTIVE COMMITTEE HE OR SHE SERVES.
 - (I) *GENERAL RULE*. UNLESS RELIEVED OF THE POSITION AT AN EARLIER DATE, AN EXECUTIVE SECRETARY'S SERVICE TO A MUSIC REGION EXECUTIVE COMMITTEE WILL AUTOMATICALLY CEASE ONE YEAR FROM THE EFFECTIVE DATE OF HIS OR HER MEMORANDUM OF UNDERSTANDING UNLESS AFFIRMATIVELY EXTENDED BY THE COMMITTEE ON AN ANNUAL BASIS. SUBJECT TO THE EXCEPTIONS BELOW, IN NO EVENT MAY SERVICE AS EXECUTIVE SECRETARY EXCEED EIGHT (8) YEARS TOTAL.

(II) *EXCEPTIONS.* AS AN EXCEPTION TO THE GENERAL RULE, PERSONS WHO HAVE SERVED AS A MUSIC REGION EXECUTIVE SECRETARY ON OR PRIOR TO AUGUST 1, 2018 ARE SUBJECT TO THE FOLLOWING TERM LIMITS:

- 20 OR MORE YEARS OF SERVICE: TERM SHALL NOT EXTEND BEYOND JULY 31, 2020.
- FIFTEEN TO NINETEEN YEARS OF SERVICE: TERM SHALL NOT EXTEND BEYOND JULY 31, 2021.
- TEN TO FOURTEEN YEARS OF SERVICE: TERM SHALL NOT EXTEND BEYOND JULY 31, 2022.
- FIVE TO NINE YEARS OF SERVICE: TERM SHALL NOT EXTEND BEYOND JULY 31, 2023.
- THREE TO FOUR YEARS OF SERVICE: TERM SHALL NOT EXTEND BEYOND JULY 31, 2024
- ONE TO TWO YEARS OF SERVICE: TERM SHALL NOT EXTEND BEYOND JULY 31, 2025

IN NO EVENT SHALL ANY PERSON WHO CONTRACTS TO PERFORM SERVICES FOR A REGION EXECUTIVE COMMITTEE BE CONSIDERED AN EMPLOYEE OR TREATED AS AN EMPLOYEE OF THE REGION EXECUTIVE COMMITTEE, THE UIL OR THE UNIVERSITY OF TEXAS.

- (4) *SIGNATURE AUTHORITY.* ANY BANK OR OTHER FINANCIAL ACCOUNT SHALL REQUIRE DUAL SIGNATURES, ONE OF WHICH MUST BE A DESIGNATED UIL MEMBER SCHOOL EMPLOYEE WHO SERVES AS A REPRESENTATIVE OF HIS OR HER SCHOOL ON A MUSIC REGION EXECUTIVE COMMITTEE. THE SECOND SIGNATURE MAY BE EITHER A DESIGNATED UIL MEMBER SCHOOL EMPLOYEE WHO SERVES AS A REPRESENTATIVE OF HIS OR HER SCHOOL ON A MUSIC REGION EXECUTIVE COMMITTEE OR THE REGION EXECUTIVE SECRETARY.
- (5) *TRAINING.* ALL MEMBERS OF A MUSIC REGION EXECUTIVE COMMITTEE MUST TAKE THE ONLINE TRAINING PROVIDED BY THE UIL, INCLUDING THE ATTORNEY GENERAL'S OPEN MEETING TRAINING. INFORMATION ON REQUIRED COURSES WILL BE POSTED ON THE UIL WEBSITE.
- (6) *MANAGEMENT OF FUNDS.* BY JUNE 30TH EACH EVEN NUMBERED YEAR, THE COMMITTEE'S ACCOUNT SHALL BE SETTLED AS FOLLOWS:
A COMMITTEE MAY NOT RETAIN MORE THAN 20% OF THE PRIOR TWO YEARS AVERAGE ANNUAL OPERATING BUDGET EXPENDITURES IN AN ACCOUNT HOLDING REGION EXECUTIVE COMMITTEE FUNDS. HOWEVER, IN NO EVENT MAY THE RETAINED AMOUNT EXCEED A CAP AMOUNT DETERMINED IN EVEN NUMBERED YEARS BY THE LEGISLATIVE COUNCIL. AFTER ALL OF THE REGION'S DEBTS HAVE BEEN PAID, ANY REMAINING FUNDS GREATER THAN THE ALLOWED RETENTION AMOUNT SHALL BE EQUITABLY DIVIDED AND DISTRIBUTED AMONGST THE SCHOOLS THAT HAVE PAID FUNDS TO THE REGION EXECUTIVE COMMITTEE DURING THE PRECEDING TWO-YEAR PERIOD. BY JUNE 30TH PRIOR TO THE START OF A NEW UIL MUSIC ALIGNMENT AND AFTER ALL OF THE REGION'S DEBTS HAVE BEEN PAID, ANY SCHOOL THAT WILL NOT REMAIN IN A REGION AND THAT PAID FUNDS TO THE REGION EXECUTIVE COMMITTEE DURING THE ALIGNMENT PERIOD SHALL RECEIVE AN EQUITABLE REFUND FROM THE REGION'S REMAINING FUNDS. AFTER A UIL MUSIC REALIGNMENT PROCESS IS COMPLETE AND THE MAKEUP OF A REGION HAS BEEN DETERMINED, FUNDS TO FINANCE A REGION'S ACTIVITIES MAY BE ASSESSED TO SCHOOLS THAT MAKE UP A REGION IN THE REGULAR COURSE OF THE REGION EXECUTIVE COMMITTEE'S BUSINESS MEETINGS.
- (7) *AUDIT.* AN AUDIT OF A REGION EXECUTIVE COMMITTEE FINANCIAL ACCOUNT AND RELATED DOCUMENTATION SHALL BE CONDUCTED, AT A MINIMUM, EVERY TWO YEARS BY THE UIL MEMBER SCHOOL ACTING AS THE COMMITTEE'S FISCAL

AGENT OR, IF THE COMMITTEE'S FUNDS ARE IN A BANK ACCOUNT, BY AN INDEPENDENT AUDITOR HIRED BY THE COMMITTEE. THE RESULTS OF THE AUDIT SHALL BE PROVIDED TO THE UIL AS PART OF THE FINANCIAL REPORTING SET FORTH IN PART (10), BELOW.

- (8) RECORD KEEPING. EACH REGION EXECUTIVE COMMITTEE SHALL MAKE ACCURATE MINUTES OF ALL MEETINGS AND RETAIN ALL NON-FINANCIAL RECORDS FOR NO LESS THAN THREE (3) YEARS AND ALL FINANCIAL RECORDS FOR NO LESS THAN FIVE (5) YEARS. CIRCUMSTANCES, SUCH AS LEGAL ACTION, MAY REQUIRE RECORDS OF THE REGION EXECUTIVE COMMITTEE BE RETAINED LONGER THAN THE MINIMUM PERIODS SET FORTH ABOVE.
 - (9) *ETHICS*. ALL SCHOOL REPRESENTATIVES SERVING ON A MUSIC REGION EXECUTIVE COMMITTEE AND PERSONS WHO OTHERWISE PERFORM WORK ON THE COMMITTEE'S BEHALF SHALL BE SUBJECT TO THE CODE OF ETHICS FOR UIL COMMITTEES FOUND IN SECTION 33, *UIL CONSTITUTION AND CONTEST RULES*.
 - (10) *FINANCIAL REPORT*. EACH REGION EXECUTIVE COMMITTEE SHALL BY JUNE 30TH OF EACH YEAR SUBMIT A FINANCIAL REPORT TO THE UIL OFFICE ON A FORM APPROVED BY THE EXECUTIVE DIRECTOR AND THE CHAIR OF THE LEGISLATIVE COUNCIL. THE REPORT SHALL CONTAIN INFORMATION SHOWING RECEIPTS AND DISBURSEMENTS FOR EACH REGION CONTEST OR EVENT THAT WAS HELD OVER THE COURSE OF THE SCHOOL YEAR ALONG WITH ANY ACCOUNT BALANCES AND OTHER PERTINENT FINANCIAL INFORMATION. THE UIL STAFF SHALL REVIEW ALL SUBMITTED REPORTS, CONDUCTING ANY ANALYSIS THE EXECUTIVE DIRECTOR DEEMS APPROPRIATE AND REPORT ANY RELEVANT INFORMATION OR FINDINGS TO THE LEGISLATIVE COUNCIL AT ITS ANNUAL FALL MEETING.
- (g) DUTIES OF THE EXECUTIVE SECRETARY AND/OR EVENT CHAIR. It shall be the duty of the Region Executive Secretary and/or event chair to make all arrangements for region music competitions and events as directed by the Region Executive Committee and in compliance with the *UIL Constitution and Contest Rules*. THE REGION EXECUTIVE COMMITTEE CANNOT HIRE OR TREAT ANY PERSON, SUCH AS AN EXECUTIVE SECRETARY OR EVENT CHAIR, AS AN EMPLOYEE AND MAY ONLY HIRE PERSONS TO PERFORM TASKS FOR THE COMMITTEE AS INDEPENDENT CONTRACTORS.

D. Potential Fiscal Impact of the Proposed Rule to Member Schools

This amendment should not have a significant fiscal impact on member schools.

E. Legislative Council Consideration; Effective Date

If approved by the Legislative Council and the Commissioner of Education, this amendment shall be effective August 1, 2018.

MEMORANDUM OF UNDERSTANDING
Re- Service as Music Region Executive Secretary

Pursuant to the University Interscholastic League (UIL) *Constitution and Contest Rules*, I, ____ (name) ____, have agreed to act as the Executive Secretary for Music Region ____ Executive Committee for the ____ school year. The duties of a Music Region Executive Secretary are to make all arrangements for music region competition as directed by a Music Region ____ Executive Committee. I understand that my particular duties could change at any time and that as Executive Secretary I serve at the pleasure of the Music Region ____ Executive Committee. I understand that I may be removed without recourse at anytime from this position at the Committee's sole discretion.

(Option 1 – General Term Limit Rule applies)

Unless relieved of my position at an earlier date, I agree and understand that my service to the Committee as the Executive Secretary will automatically cease one (1) year from the effective date of this memorandum unless affirmatively extended by the Committee on an annual basis. I understand and agree that extensions of service beyond the initial one (1) year period may not exceed eight (8) years total. I understand that I am not an employee of the Music Region ____ Executive Committee, the University Interscholastic League or the University of Texas at Austin and am not eligible for any pay or benefits beyond approved compensation I will receive from the Committee as set forth below.

(Option 2 – Exception applies – insert exception language that fits situation.)

Due to my serving as a Music Region Executive Secretary on August 1, 2018 and having served (*insert years of service per Sec. 1102- example - 20 or more*) years as a Music Region Executive Secretary, I understand that I qualify for an exception to the general rule regarding term limits for Music Region Executive Secretaries. I understand and agree that my service shall not extend beyond (*end date per years of service in Sec. 1102 – example -July 31, 2020*). I further understand that the Region Executive Committee must annually approve my serving as Executive Secretary and may or may not choose to retain my services until (*end date -July 31, 2020*).

I further agree and understand that the Music Region ____ Executive Committee must approve on an annual basis as part of its regular budget process any compensation I am to receive for my work as Executive Secretary or in any other capacity, such as contest chair, involving UIL music competition. I understand that any compensation approved by the Committee must be documented on a form and in a manner approved the UIL. I acknowledge that in the role of Music Region ____ Executive Secretary I am acting as an independent contractor and that I am solely responsible for any taxes, including social security, health care, withholding, or other financial liabilities that may arise from my receiving compensation from the Committee.

While serving as Executive Secretary, I agree to follow the direction of the Music Region ____ Executive Committee and to abide by the UIL's *Constitution and Contest Rules*. I understand and agree that while serving as Executive Secretary, I must perform all assigned tasks for the benefit of the League and the Committee and must not engage in any activity that is contrary to their interests and thus, I also agree to abide by the UIL Code of Ethics set forth in Section 33 of the UIL *Constitution and Contest Rules*.

This Memorandum of Understanding is not a contract and I understand it does not grant me any rights as it may be amended or cancelled at any time by UIL. Furthermore, this Memorandum of Understanding does not waive any rights, immunities or defenses that the Region ____ Executive Committee, the UIL or the University of Texas at Austin are otherwise entitled to.

____ (signature) ____ (date) ____

____ (type/print name) ____

____ (Committee Chair) ____ (date) ____

____ (type/print name) ____