

Board Workshop Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held November 17, 2021, beginning at 6:00 PM in the Educational Development Center, Live Oak Room
607 RR 620 North
Austin, TX 78734.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this agenda.

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Recognitions
 - A. Lake Travis High School - 2021 UIL Team Tennis State Tournament 4
 - B. Lake Travis High School - 2021 UIL State Open Class Marching Band Contest 6
4. Public Comments/Citizen Participation
5. Information Items
 - A. October 2021 Monthly Financial Reports - Statement of Revenue and Expenditures,7 Balance Sheet, Tax Statement, and 2018 Capital Projects Report
6. Presentation/Discussion Items
 - A. 2022-2023 Instructional Calendar 12
 - B. 2022 Instructional Material Allotment Information 15
 - C. 2020 - 2021 Student Health Advisory Committee Update 18
 - D. School Health Advisory Committee List for 2021 - 2022 21
 - E. Addition of Board Policy EHAA (LOCAL) Related to Required Instruction 24
 - F. Resolution No. 111721-02 of the Lake Travis ISD Board to Convene the District's School Health Advisory Council (SHAC) to Recommend Curriculum Materials for Human Sexuality Instruction 26
 - G. Board Notification under Board Policy CH (Local) - Video Display Board for the Lake Travis High School Stadium 28
 - H. Board Notification under Board Policy CH (Local) - Technology Bond Expenditure Report 31
 - I. Board Notification under Board Policy CH (Local) - Portables Relocation to Rough Hollow Elementary 32
 - J. Service Agreements with FOCUS Behavioral Associates 41
 - K. Approval of Capital Area Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement 42
 - L. Update to Board Policy DEC (LOCAL) Related to Employee Leaves and Absences 61
7. Consideration Items

A.	Selection of Haddon + Cowan Architects for the CMR-12 Serene Hills Elementary Renovation Project for the Summer of 2022	79
B.	Selection of American Constructors as Contractor for JOC #9 – District Fire Alarm Upgrades Project for the Summer of 2022	80
C.	Resolution to Approve Region 10 ESC Purchasing Cooperative	81
D.	Resolution of the Board Regarding Local Remote Learning Program	85
E.	Memorandum of Understanding Between the Lake Travis ISD and the Board of Directors of Lake Travis Education Foundation Regarding the LT Alumni & Friends Program	87
F.	Letter Agreement Between Lake Travis ISD and West Travis County PUA for the Reservation of Service Capacity and Acquisition of Easement Rights	91
G.	Permanent Waterline Easement for West Travis County Public Utility Authority at the Vail Divide Extension and Hamilton Pool Road	96
H.	Resolution No. 111721-01 Authorizing the Execution of a Tax Resale Deed for Property Number 01-3976-0446-0000	105
8.	Consent Agenda	
A.	Renewal of Grazing License Between Lake Travis ISD and Jeanene Williams on Approximately 45 acres of Land off Highway 71	116
B.	2021 - 2022 T-TESS Appraisal Roster	127
C.	October 20, 2021 Special Called Board Meeting Minutes	129
D.	October 20, 2021 Board Meeting Minutes	131
E.	November 11, 2021 Special Called Board Meeting Minutes	140
9.	Upcoming Meetings and Events	
A.	December 15, 2021, 6:00 p.m. - Monthly Board Meeting, EDC	
B.	January 19, 2021, 6:00 p.m. - Monthly Board Meeting, EDC	
10.	Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq.	
A.	Section 551.074 - Personnel Matters	
1.	The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)	
B.	Section 551.071 - Consultation with Attorney	
1.	The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).	
C.	Section 551.072 - Deliberation Regarding Real Property	
1.	The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)	
D.	Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student	
1.	The Board will discuss personally identifiable information about a public school student.	

- E. Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:
 - 1. The deployment, or specific occasions for implementation of security personnel or devices.

11. Adjournment



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School - 2021 UIL Team Tennis State Tournament

RECOMMENDED ACTION

For recognition only.

RATIONALE

Lake Travis High School Team Tennis ended its season October 28 with a hard-fought final match at the University Interscholastic League tennis state tournament in College Station. The Cavs ultimately fell short to number one-ranked Plano West. During their impressive playoff run, the Cavs beat number two ranked Westwood in the regional quarterfinals, number six ranked Westlake in the regional finals, and number three ranked Houston Memorial in the state semifinals. Lake Travis Tennis has reached the state tournament three times in the past four years. The Cavs finished the team tennis season ranked second in state 6A and look forward to a highly-competitive individual season in the spring.

Girls Roster:

- **Valeriya Alexeykina**, junior
- **Caroline Baker**, junior
- **Jacqueline Creel**, senior
- **Juliana Creel**, sophomore
- **Neha Dania**, senior
- **Taylor Johnson**, senior
- **Kerry Lum**, senior
- **Adrianna Peradoza**, senior
- **Brooklyn Pruneda**, sophomore
- **Maddie Shields**, senior
- **Anna Vera Thornton**, senior
- **Coco Wu**, sophomore

Boys Roster:

- **Austin Beckham**, senior
- **Nicholas Boyko**, junior
- **Anmay Devaraj**, senior
- **Luca Fischer**, senior
- **Tre Fischer**, junior
- **Adi Iyer**, senior
- **Joseph Kenis**, senior
- **Satvik Kumar**, sophomore (manager)
- **Brendan Lucero**, junior
- **Bill Mar**, freshman
- **Brayden Nguyen**, freshman
- **Kael Peterson**, senior
- **Akshay Pradeep**, senior (manager)
- **Sam Seder**, sophomore
- **Tyler Sonner**, senior (manager)
- **Landon Sosebee**, senior
- **Ansh Velagapudi**, senior

Lake Travis Tennis is coached by Carol Creel, and she is assisted by Nick Dovzak and Whitney Johnson.



BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Executive Director of Communications & Community Relations

Hank Carter - Director of Athletics

Michael Drinkwater - Assistant Director of Athletics

Debbie Garinger - Lake Travis High School Interim Principal

ATTACHMENTS

None

MEETING DATE

November 17, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School - 2021 UIL State Open Class Marching Band Contest

RECOMMENDED ACTION

For recognition only.

RATIONALE

The Lake Travis High School Cavalier Band concluded its fall season with an incredible performance at the 2021 UIL State Open Class Marching Band Contest held November 8 at the Alamodome in San Antonio. The band fielded 185 students and performed "Pleased Be Seated." Representing the Cavalier Band in Conference 6A/Region 32/Area H are drum majors Arthur Blake (senior), Sheridan Dorsey (senior), Nathan Murdock (junior), and Siena Remlinger (senior).

The Lake Travis Cavalier Band is under the direction of Richard Hicks. He is assisted by Taylor Treviño, Ben Zein, Lance Brightwell, Jordan Reddicks, Josh O'Kain, and Nick Resendez. Charles Aguillon is Director of Fine Arts for Lake Travis ISD.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Executive Director of Communications & Community Relations
Charles Aguillon - Director of Fine Arts
Richard Hicks - Lake Travis High School Band Director
Debbie Garinger - Lake Travis High School Interim Principal

ATTACHMENTS

None

MEETING DATE

November 17, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

October 2021 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report

RECOMMENDED ACTION

For Information only

RATIONALE

To provide a financial update to the Board and community regarding the financial position of the school district.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-October 2021
2. Balance Sheet-October 2021
3. Tax Statement-October 2021
4. 2018 Capital Projects Report-October 2021

MEETING DATE

November 17, 2021

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

10/31/2021

Current Year

Prior Year

<i>Revenues</i>		Current Year				Prior Year	
		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$ 135,527,224	\$ 657,007	\$ 134,870,217	0.48%	\$ -	0.00%
5700	Other Local Revenues	2,444,000	178,356	2,265,644	7.30%	323,367	12.49%
5800	State Program Revenue	8,880,598	1,666,339	7,214,259	18.76%	1,768,857	20.06%
5900	Federal Revenue	690,000	-	690,000	0.00%	7,729	1.74%
Total Revenue		\$ 147,541,822	\$ 2,501,702	\$ 145,040,120	1.70%	\$ 2,099,953	1.50%

Expenditures

11	Instruction	\$ 58,795,044	\$ 11,164,178	\$ 47,630,866	18.99%	\$8,912,373	17.17%
12	Instructional Resources	946,936	171,827	775,109	18.15%	174,198	19.12%
13	Staff Development	1,095,204	104,009	991,195	9.50%	202,574	26.75%
21	Instructional Administration	2,006,072	371,511	1,634,561	18.52%	288,632	18.38%
23	School Administration	4,650,202	839,780	3,810,422	18.06%	747,363	17.94%
31	Guidance & Counseling	3,932,443	840,447	3,091,996	21.37%	576,388	16.50%
32	Social Work Services	140,139	28,274	111,865	20.18%	27,445	19.66%
33	Health Services	922,045	181,891	740,154	19.73%	157,113	17.80%
34	Transportation	4,654,001	848,890	3,805,111	18.24%	741,259	17.09%
35	Food Service	90,000	7,500	82,500	8.33%	15,000	18.18%
36	Co-Curricular Account	2,491,177	503,566	1,987,611	20.21%	344,758	16.87%
41	General Administration	3,766,012	622,115	3,143,897	16.52%	603,835	17.91%
51	Plant & Maint. Operator	10,943,134	2,234,020	8,709,114	20.41%	2,007,160	19.01%
52	Security	659,853	145,262	514,591	22.01%	44,431	6.73%
53	Non-Inst. Data Processing	2,927,386	525,333	2,402,053	17.95%	320,147	12.68%
61	Community Services	421,600	40,990	380,610	9.72%	38,136	14.97%
81	Facilities/Construction	30,000	2,500	27,500	8.33%	5,000	18.18%
91	State Transfers	45,283,201	-	45,283,201	0.00%	-	0.00%
92	Incremental Cost WADA	300,000	-	300,000	0.00%	65,702	25.00%
93	SPED TRF-Regular Day	45,000	-	45,000	0.00%	-	0.00%
95	JJAEP Transfer Payments	15,000	-	15,000	0.00%	-	0.00%
99	Travis County Appraisal	570,000	238,674	331,326	41.87%	118,263	26.63%
Total Expenditures		\$ 144,684,449	\$ 18,870,768	\$ 125,813,681	13.04%	\$ 15,389,777	11.38%

Other Resources and (Uses)

7990	Other Resources	-	-	-	0.00%	-	0.00%
8990	Other Uses	-	-	-	0.00%	-	0.00%
8911	Transfers-Out	-	-	-	0.00%	-	0.00%
Total Resources & Uses		\$ -	\$ -	\$ -	0.00%	\$ -	0.00%

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ 2,857,373	\$ (16,369,067)
3000	Beginning Fund Balance 9/1	\$ 44,880,503	
3000	Ending Fund Balance 8/31	\$ 47,737,876	
3590	Committed Fund Balance	\$ 565,513	
3600	Unassigned Fund Balance	\$ 47,172,363	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: October 31, 2021

<i>Assets</i>	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Internal Svc., Trust & Agency Funds	Total Funds
Current Assets:						
1101 Cash	\$ 1,282,473	\$ 1,051,982	\$ 821,019	\$ 12,718,839	\$ 8,726,913	\$ 24,601,226
1103 Temporary Investments	34,012,966		6,217,777	27,090,630	113,717	67,435,089
Total Cash and Investments	\$ 35,295,439	\$ 1,051,982	\$ 7,038,796	\$ 39,809,469	\$ 8,840,630	\$ 92,036,316
Receivables:						
1210 Property Taxes-Current	\$ 993,455	\$ -	\$ 353,570	\$ -	\$ -	\$ 1,347,025
1220 Property Taxes-Delinquent	2,634,132	-	937,486	-	-	3,571,618
1230 Allowance-Uncollected Taxes	(1,080,839)	-	(325,251)	-	-	(1,406,090)
1240 Due From Federal Agencies	988,736	110,197	-	-	-	1,098,933
1250 Sundry Receivables	636	1,058	-	-	-	1,694
1260 Due From Funds	431,082	-	-	-	2,567,272	2,998,354
1280 Due From Other Funds	1,121	-	-	-	36,868	37,989
1290 Other Receivables	-	3,370	-	-	-	3,370
1300 Inventories, At Cost	48,812	293,160	-	-	-	341,972
Total Receivables	\$ 4,017,135	\$ 407,785	\$ 965,804	\$ -	\$ 2,604,140	\$ 7,994,865
1400 Other Current Assets	-	-	-	-	-	-
Total Assets	\$ 39,312,574	\$ 1,459,767	\$ 8,004,600	\$ 39,809,469	\$ 11,444,769	\$ 100,031,180
Resources						
5010 Estimated Revenue	\$ 147,541,822	\$ 13,666,127	\$ 53,600,000	\$ 70,000	\$ 13,097,201	\$ 227,975,150
5030 Less: Realized Revenue	2,501,702	804,081	17,499	3,202	230,989	3,557,472
5000 Revenues to be Received	145,040,120	12,862,046	53,582,501	66,798	12,866,212	224,417,678
Total Assets & Resources	\$ 184,352,695	\$ 14,321,814	\$ 61,587,102	\$ 39,876,267	\$ 24,310,981	\$ 324,448,858
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 242,195	\$ 93,692	\$ 4,500	\$ 64,223	\$ 2,694	\$ 407,305
2160 Accrued Wages Payable	7,491,596	489,728	-	20,486	88,992	8,090,802
2170 Due To Other Funds	143,977	(59,412)	-	653	1,989,662	2,074,880
2180 Due To Other Govt's	91,291	-	30,887	-	-	122,178
2190 Due To Student Groups	-	-	-	-	-	-
2150 Payroll Deduct & Withhold	-	-	-	-	4,243,978	4,243,978
Total Current Payables	\$ 7,969,059	\$ 524,008	\$ 35,387	\$ 85,362	\$ 6,325,326	\$ 14,939,141
2210 Accrued Expenses	-	-	-	318,082	704,166	1,022,248
2300 Deferred Revenue	2,832,079	313,784	965,804	-	1,728,797	5,840,464
2400 Payable From Restricted Assets	-	-	-	-	-	-
Total Liabilities	\$ 10,801,138	\$ 837,793	\$ 1,001,191	\$ 403,444	\$ 8,758,289	\$ 21,801,854
Fund Equity						
6010 Appropriations	\$ 144,684,449	\$ 13,977,990	\$ 48,490,000	\$ 40,934,766	\$ 13,097,201	\$ 261,184,406
6050 Less: Expenditures	(18,870,768)	(1,816,525)	(4,900)	(1,321,138)	(1,203,202)	(23,216,533)
6030 Encumbrances		(179,201)	-	(809,884)	(167,431)	(1,156,516)
Available Appropriations	\$ 125,813,681	\$ 11,982,264	\$ 48,485,100	\$ 38,803,744	\$ 11,726,568	\$ 236,811,357
4310 Reserve For Encumbrances	-	179,201	-	809,884	167,431	1,156,516
3600 Unassigned Fund Balance	47,172,363	1,322,556	12,100,811	(140,805)	3,658,694	64,113,619
3590 Committed Fund Balance - Accr. Leave	565,513					565,513
Total Liability & Fund Equity	\$ 184,352,695	\$ 14,321,814	\$ 61,587,102	\$ 39,876,267	\$ 24,310,982	\$ 324,448,859

SUMMARY OF TAX COLLECTIONS
AS OF OCTOBER 2021

2021-22 Original Tax Levy	\$ 182,820,518.94
Delinquent Taxes as of 8/31/2021	<u>3,571,617.58</u>
 Total Receivables for 2021-22	 \$ 186,392,136.52
Current Year Adjustments	0.00
Prior Year Adjustments	<u>0.00</u>
 Adjusted Receivables.....	 \$ 186,392,136.52
Total Net Collections To Date	<u>(959,194.62)</u>
 Outstanding Receivables as of 10/31/2021	 <u>\$ 185,432,941.90</u>

<u>SUMMARY OF BUDGETED COLLECTIONS</u>	<u>BUDGETED</u>	<u>NET COLLECTED</u>	<u>BUDGETED DIFFERENCE</u>	<u>% OF BUDGET COLLECTED</u>
Maintenance - Current Tax	\$ 134,246,504.00	\$ 657,007.17	\$ 133,589,496.83	0.49%
Maintenance - Prior Year Tax	450,000.00	31,713.99	418,286.01	7.05%
Maintenance - Penalties & Interest	<u>600,000.00</u>	<u>15,310.44</u>	<u>584,689.56</u>	<u>2.55%</u>
Sub-total	<u>\$ 135,296,504.00</u>	<u>\$ 704,031.60</u>	<u>\$ 134,592,472.40</u>	<u>0.52%</u>
 Debt Service - Current Tax	 \$ 52,800,000.00	 \$ 238,388.93	 \$ 52,561,611.07	 0.45%
Debt Service - Prior Year Tax	200,000.00	11,319.11	188,680.89	5.66%
Debt Service - Penalties & Interest	<u>200,000.00</u>	<u>5,454.98</u>	<u>194,545.02</u>	<u>2.73%</u>
Sub-total	<u>\$ 53,200,000.00</u>	<u>\$ 255,163.02</u>	<u>\$ 52,944,836.98</u>	<u>0.48%</u>
Total Collections	<u>\$ 188,496,504.00</u>	<u>\$ 959,194.62</u>	<u>\$ 187,537,309.38</u>	<u>0.51%</u>

<u>Tax Collection Comparison with 2021-22: Adjusted Tax Roll</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	0.49%	0.00%
Percent of Total Taxes Collected	0.51%	0.24%
Percent of Total Taxes and P & I Collected	0.52%	0.30%

<u>Tax Collection Comparison with 2021-22: Original Tax Roll</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	0.49%	0.00%
Percent of Total Taxes Collected	0.51%	0.24%
Percent of Total Taxes and P & I Collected	0.52%	0.30%

**Lake Travis ISD
2018 Bond Program Summary
October 31, 2021**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds	253,000,000.00	236,305,111.00	236,305,111.42	(0.42)
2 Interest Revenue	0.00	5,063,711.00	5,038,312.42	25,398.58
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	18,631,178.00	18,631,178.35	(0.35)
Total Resources	253,000,000.00	260,000,000.00	259,974,602.19	25,397.81

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,196,881.00	34,576,720.32	(379,839.32)
20 Elementary School #8	3,979,000.00	3,979,000.00	189,013.29	3,789,986.71
30 Secondary School #2	13,802,000.00	9,053,407.00	6,049,422.33	3,003,984.67
40 Middle School #3	75,980,710.00	79,786,275.00	77,262,515.41	2,523,759.59
50 FCA Projects	36,610,132.00	59,030,393.00	48,377,588.00	10,652,805.00
60/70 Small Renovation Improvements	16,927,133.00	14,015,202.00	11,329,763.06	2,685,438.94
Construction/Renovation	178,809,975.00	200,061,158.00	177,785,022.41	22,276,135.59
81 Instructional Materials & Equipment	5,707,000.00	5,639,300.00	3,144,746.76	2,494,553.24
82 Technology	29,901,700.00	25,937,510.00	23,317,725.83	2,619,784.17
83 Copy Machines	750,000.00	750,000.00	447,891.55	302,108.45
84 Maintenance	600,000.00	1,060,000.00	746,555.80	313,444.20
85 Food & Nutrition Services	3,950,789.00	1,973,811.00	1,564,250.46	409,560.54
86 Transportation	13,300,000.00	10,983,059.00	7,564,036.51	3,419,022.49
87 District Furniture & Equipment	6,000,000.00	6,000,000.00	5,289,762.09	710,237.91
88 Police	0.00	400,000.00	353,120.07	46,879.93
90 Land	1,270,000.00	1,270,000.00	561,719.00	708,281.00
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	7,142.00	0.00	7,142.00
95 Program Administration	3,200,000.00	3,199,996.00	1,937,692.53	1,262,303.47
97 LTMS Wastewater Expansion	0.00	800,000.00	45,578.45	754,421.55
Other Programs	74,190,025.00	59,938,842.00	46,891,102.82	13,047,739.18
Total 2018 Bond Program	253,000,000.00	260,000,000.00	224,676,125.23	35,323,874.77



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 Instructional Calendar

RECOMMENDED ACTION

For discussion only. Action will be requested at the December 15th meeting.

RATIONALE

First day with students Tuesday, August 16th, 2022 (DOI) and the last day of school with students is May 26th, 2023 prior to Memorial Day.

2 Bad Weather dates are banked in the calendar and 3 early release days.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent of Curriculum & Instruction

Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

Lake Travis ISD Instructional Calendar Parameters and Timeline

2022-2023 Proposed Instructional Calendar

MEETING DATE

November 17, 2021

Lake Travis ISD Instructional Calendar Parameters

Factors	Considerations
Top Priority	<ul style="list-style-type: none"> • The instructional calendar is based on what is instructionally best for students. • The instructional calendar contains elements that best support instruction and academic achievement, and then takes into account parent and staff considerations and preferences.
State Law	<ul style="list-style-type: none"> • Start Date: State law does not allow a school district to begin before the fourth Monday in August. <i>DOI Option</i> • Number of Operational Minutes: State law requires 75,600 minutes • Number of Teacher Days: State law requires 187 days for teachers and it is not based on minutes. • Inclement Weather Days: State law requires the inclusion time for inclement weather days (840 minutes) in the calendar. • Memorial Day: Texas Education Code 25.081(f) and states the following: A school district may not provide student instruction on Memorial Day.
Semesters	<ul style="list-style-type: none"> • Balancing of Semesters: The number of days in each semester should be as close in number to each other as possible. This consideration is important for single semester courses. However, the second semester may be longer as all major tests, STAAR/EOC, Advanced Placement, etc., are administered in the spring. • First Semester Exams: The timing of exams (before or after winter break) impacts one semester courses, dual credit courses, graduation and college start for December graduates, and grade reporting and transcripts submission for college applications. • University Summer School: The start of University summer school sessions is a factor for graduating seniors and teachers who wish to take summer courses. College course work typically begins the first Monday in June.
Professional Development	<ul style="list-style-type: none"> • Professional development days were strategically placed in order to maximize positive impact on instruction, align with the state testing schedule, and spread throughout the school year. Sec.21.451
Testing Schedules	<ul style="list-style-type: none"> • The calendar design takes into account state STAAR/EOC test days and any others (Advanced Placement test days). Student holidays¹³ are not scheduled during testing weeks. http://tea.texas.gov/student.assessment/calendars/
Holidays	<ul style="list-style-type: none"> • The calendar design takes into account national holidays.
UIL	<ul style="list-style-type: none"> • Considerations of UIL events and calendar options will be considered. http://www.uil texas.org/calendar
Surrounding Districts	<ul style="list-style-type: none"> • Other surrounding school districts' calendars were reviewed for information, examples, and new or different options.
Student Attendance Data	<ul style="list-style-type: none"> • Examination of Student Attendance Data: • Student data was examined to establish patterns that may affect the calendar. • Attendance near holidays is closely monitored. • The number of partial weeks is minimized in an effort to maximize attendance.
Summer Programs	<ul style="list-style-type: none"> • Consideration was given to the timing of summer programs.

Timeline for Development

Curriculum and Instruction Department Review
 Cabinet Review
 ELT Presentation/Discussion
 Board of Trustees Meeting 1st Reading/Discussion Item
 ACE Committee and Campus Feedback
 Board of Trustees Meeting 2nd Reading/Action Item

October 25, 2021
 November 1, 2021
 November 3, 2021
 November 17, 2021
 November-December
 December 15, 2021

Proposed 2022-2023 LTISD Calendar

2 BW days and Holidays

August 2022						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	(16)	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

18 12 5280

September 2022						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

21 21 9240

October 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	(11)	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 19 8360

The cell that is at the end of the Month under Tuesday has Staff days for the Month and the cell that is at the end of the Month under Friday has Student days for the Month. The cell under Saturday automatically calculates the number of instructional minutes based on the student days for the month times 440.

November 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

17 16 7040

December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 12 5100

January 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	(4)	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 19 8360

First & Last Day of School Neon Green

Student & Staff Holiday Pink

Staff PD Days Blue

February 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

20 19 8360

March 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	(6)	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18 18 7740

April 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 19 8360

Early Release Day Purple

Elementary 7:40 12:00

Secondary 8:50 1:10

260 minutes per day on ER

NPO August 2-4

(First day of Grading Period

) Last day of Grading Period

STAAR*

May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 20 8620

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

18 18 7740

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 19 8360

Federal Holidays 2022/2023

Sep 5, 2022	Labor Day	Dec 25, 2022	Christmas Day	Jan 16, 2023	MLK Day
Oct 10, 2022	Indigenous Peoples' Day	Dec 26, 2022	Christmas Day (obs.)	Feb 20, 2023	Presidents' Day
Nov 11, 2022	Veterans Day	Jan 1, 2023	New Year's Day	May 29, 2023	Memorial Day
Nov 24, 2022	Thanksgiving Day	Jan 2, 2023	New Year's Day (obs.)	Jul 4, 2023	Independence Day

175 Student Days 187 Teacher Days *Required 187 for Teachers
 76460 Minutes -860 dif Required 75,600 for Students
 440 Minutes in a day
 BW Days 2 Built-In @420m 840 -20

80 First Semester
 95 Second Semester



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022 Instructional Materials Allotment Information

RECOMMENDED ACTION (choose one)

For presentation only.

RATIONALE

During the 2021-2022 academic year, the district will adopt new instructional materials for the following subjects and grade levels:

- Physical Education K-12
- Health K-12

BUDGET PROVISIONS

Instructional Materials allotment

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

Carl McLendon - Director of Curriculum and Instruction – Secondary

Lyndsaе Benton - Director of Curriculum and Instruction – Elementary

Stefani Allen - Assistant Superintendent of Curriculum and Instruction

ATTACHMENTS

1. Timeline
2. Committee Member List

MEETING DATE

November 17, 2021

Lake Travis ISD

Proclamation 2022 - Instructional Materials PE and Health

Activity	Persons Involved	Date/Location
The List of Instructional Materials Adopted Under Proclamation 2022 is posted on the SBOE website	SBOE	November 2021
Submit committee membership list and adoption timeline to Cabinet and then School Board	Assistant Superintendent of C&I	November 2021
Publishers send sample sets to EDC for set-up and/or provide digital access to preview materials	Administrative Assistant Director of C&I (Secondary)	December 2021
Post information on PE/Health curriculums under consideration on LTISD Curriculum and Instruction webpage with a form for public feedback	Director of C&I (Secondary) Director of SEL Community Members	December 2021
1st Committee Meeting Rubric, Adoption Overview & Community Input	Committee Members	January 3, 2021 Virtual Meeting
2nd Committee Meeting - Review materials and presentations by vendors and come to consensus on adoption recommendation	Committee Members	January 2022 Review February 18, 2022 Final Meeting @LTHS
Recommendations brought to Cabinet	Assistant Superintendent of Curriculum & Instruction	March 2022
PE/Health adoption choice presented to the Board	Assistant Superintendent of Curriculum & Instruction	March 23, 2022
Board Action and Certification	Board of Trustees Superintendent	April 23, 2022
Order materials	Directors of C&I Textbook Coordinator	April-May
Materials delivered to campuses	Textbook Coordinator	July

Campus	Grade Level	Staff Member Name
LTE	K-5	Deborah Dolmanet
LPE	K-5	Cari Cadorette
BCE	K-5	Wendi Daniels
LWE	K-5	Minka Judson
SHE	K-5	Danielle Zibilski
WCHE	K-5	Christy Mirizzi
RHE	K-5	Damian Wand
BCMS	6-8	Michelle Webb
BCMS	6-8	Russell Budai
HBMS	6-8	Laura Truett
HBMS	6-8	Megan Kuehler
LTMS	6-8	Amanda Rule
LTMS	6-8	Mark Eilers
LTHS	9-12	Brandace Boren
Tech Team Member	K-8	Samantha Sanford
Director C&I	K-5	Lindsae Benton
Director C&I	6-12	Carl McLendon
Director C&I	K-12	Jennifer Lyon



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2020-2021 School Health Advisory Committee Update

RECOMMENDED ACTION

For presentation only.

RATIONALE

Update the board on the 2020-2021 School Health Advisory Committee.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

School Health Advisory Council Executive Summary

MEETING DATE

November 17, 2021



Lake Travis ISD
Department of Curriculum & Instruction
Jennifer Lyon, Director of Health & Social Emotional Learning
Executive Summary: School Health Advisory Council 2020-2021

Summary

The Texas Education Code 28.004 requires that the Board of Trustees of each school district “establish a local school health advisory council to assist the district in ensuring that local community values are reflected in the district’s health education instruction” and that the local school health advisory council “submit to the board of trustees, at least annually, a written report” that includes recommendations for health education curriculum, any suggested modifications to previously submitted recommendations, and a detailed explanation of the council's activities during the period between the current report and the date of the last prior written report.

The Lake Travis ISD 2020-2021 SHAC committee, led by the Director of Health and Social Emotional Learning, was composed of 26 participants including parents, community leaders, and district staff. The committee met as a whole five times during the school year. Various topics were discussed at each meeting including the Comprehensive Counseling Program, mental health supports, and COVID -19 related issues for our community. Participation and membership were lower this year due to the pandemic. All meetings were held virtually through Google Meets.

Committee Members 2020-2021

Student Representatives:

Mackenzie Cude- Senior, LTHS

Parent Representatives:

Cassie Pusey (Co-chair)- LTHS

Jennifer Fleck-LTHS

Gretchen Chudy-LTMS

Amy Beckstead- HBMS/ LTHS

Anu Koberg- HBMS

Joanna Hess- LTE

Ava Fletcher- SHE

Lindsay McClune- LPE

Noofar Inbar-Alko- BCE

Alyson Cozart- BCE

Preshana Ganta- LWE

Sarah Korzen- RHE/ LTMS

Natasha Jackson-RHE

Amber Schanen- LPE/BCMS

Laura Gonski- BCMS

Community Representatives:

Jonathan Hewitt- Life Ki-Do

District Representatives:

Jennifer Lyon (Chair)- Director of Health and SEL

Meaghan Reid- Community Relations Liaison

Marissa Albers - Dietitian and Marketing Coordinator FANS

Becca Harkleroad- Lead Nurse

Michael Drinkwater- Assistant Director of Athletics

Mak ElHassen- AP LPE

Danielle Zibilski- Campus PE Teacher- SHE

JoAnn Bryan- Counselor HBMS

Ryan Mikolaycik- Director FANS

2020-2021

Based on community needs and parent input, the meetings were oriented around specific topics for discussion and action.

Meeting #1, October 21, 2020: The committee reviewed the purpose of the SHAC, training on duties of the SHAC, and updates on the LTISD Drug Testing Program, LTISD Social Workers, and Covid-19 related issues including student and staff stress, remote learning, lack of physical activity for students, and concerns regarding mental health and physical health.

Meeting #2, December 9, 2020: The committee discussed the role of the social workers in our district and mental health issues. An activity using the Circle of Concern and Circle of Influence was conducted to get input and provide a direction to focus the SHAC work for the year. Big topics of concern included staffing ratios for counselors and social workers, increase in depression and anxiety, limited community resources for mental health, toxic stress from hurtful comments and behaviors of some parents and community members not in support of schools

Meeting #3, January 27, 2021: The committee continued the discussion around the circle of concern and circle of influence. The SHAC student rep shared about the Breathe Initiative and how students can influence and support each other. Other suggestions included starting intramurals for students to get more connected with each other and have a physical outlet, a newsletter to support families and deliver information, more professional development for staff around Youth Mental Health First Aid and other mental health initiatives, and how we define and address diversity and inclusion.

Meeting #4, March 10, 2021:

SHAC newsletter was discussed and plans to publish 4 times a year were put in place (spring, summer, fall, and winter). Authors will be Lead Nurse, Director of Health and SEL, PE Teacher and Dietitian, with parents contributing in the future. The newsletter will be based on the WSCC model, Whole School, Whole Community, Whole Child.

Meeting #5, April 14, 2021: The committee reviewed the discussions from previous meetings and voted on items to take to the Board of Trustees for consideration. The following are the items the SHAC would like the School Board to consider.

Action Items for Consideration:

- **Creating a hiring schedule for school counselors at a 400:1 ratio for all levels**
- **Allow use of school facilities for community members/staff to organize after school intramural activities for middle and high school students**
- **Limit cell phone use during lunch at middle schools to promote social emotional growth opportunities**

2021-2022

During the upcoming year, the 2021-2022 SHAC will review current programming for physical, social, emotional, and mental health needs of students and community. Additional work will be determined by the committee as well as legislative priorities. The SHAC will also update its bylaws and membership opportunities as well as update the Wellness Plan.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

School Health Advisory Committee List for 2021 - 2022

RECOMMENDED ACTION

For presentation only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

Approval of School Health Advisory Committee List for the 2021-2022 school year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

School Health Advisory Council Committee List 2021-2022

MEETING DATE

November 17, 2021



Lake Travis ISD
 Department of Learning and Teaching Services
 Jennifer Lyon, Director of Health & Social Emotional Learning
School Health Advisory Council 2021-2022

Recommended SHAC Committee Members 2021-2022

Jennifer Lyon- co chair	Director of Health & SEL
GW Byers	District Communications Office
Marissa Albers	FANS- Registered Dietitian and MKT
Ryan Mikolaycik	Director- FANS
Becca Harkleroad	District Lead Nurse
Joann Bryan	Counselor
Danielle Zibilski	Campus PE Teacher
Mak El-Hassen	Campus Administrator
Jonathan Hewitt	Community
Lindsay McClune	Community/Parent
Cassie Pussey	Community
Noofar Inbar-Alko	Parent
Jennifer Fleck	Parent
Amy Beckstead- co chair	Parent
Joanna Hess	Parent
Gretchen Chudy	Parent
Preshana Ganta	Parent
Anu Koberg	Parent
Ava Fletcher	Parent
Sarah Korzen	Parent
Natasha Jackson	Parent
Amber Schanen	Parent
Shailage Clarke	Parent
Laura Gonski	Parent
Shimrit Goren-Bolotir	Parent
Michael Hook	Parent
Melissa Williamson	Parent
TBD	Student

TBD	Student
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AGENDA ITEM ACTION SHEET

AGENDA ITEM

Addition of Board Policy EHAA (LOCAL) Related to Required Instruction

RECOMMENDED ACTION:

For discussion only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

HB 1525 passed during the 87th Regular Legislative Session requires that the Board of Trustees adopt a policy establishing a process for the adoption of curriculum materials for the school district's human sexuality instruction. A required part of this new policy must include that the District's student health advisory council (SHAC) will be responsible for making recommendations regarding the curriculum materials. The SHAC will be required to hold a minimum of two public meetings on the curriculum materials before adopting recommendations and then will present its recommendations to the Board at a public meeting. The Board will be required to take action of the adoption of the materials through a record vote, after having ensured that the materials meet the requirements of the law.

Board Policy EHAA (Local) is recommended to be added as a new District policy to address the requirements of HB 1525.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

Jennifer Lyon - Director of Health & Social Emotional Learning

ATTACHMENTS

Draft DEC (LOCAL)

DEC (Regulation)

MEETING DATE

November 17, 2021

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 111721-02 of the Lake Travis ISD Board to Convene the District's School Health Advisory Council (SHAC) to Recommend Curriculum Materials for Human Sexuality Instruction

RECOMMENDED ACTION:

For discussion only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

HB 1525 passed during the 87th Regular Legislative Session requires that the Board of Trustees adopt a policy establishing a process for the adoption of curriculum materials for the school district's human sexuality instruction. A required part of this new policy must include that the District's student health advisory council (SHAC) will be responsible for making recommendations regarding the curriculum materials. The SHAC will be required to hold a minimum of two public meetings on the curriculum materials before adopting recommendations and then will present its recommendations to the Board at a public meeting. Before the SHAC can hold its meetings and being its work on review materials, the Board must adopt a resolution convening the SHAC for the purpose of making recommendations regarding curriculum materials for the school District's human sexuality instruction.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

Jennifer Lyon - Director of Health & Social Emotional Learning

ATTACHMENTS

Resolution No. 111721-02

MEETING DATE

November 17, 2021

Resolution No. 111721-02

Lake Travis Independent School District

Resolution to Convene the District’s School Health Advisory Council (SHAC) to Recommend Curriculum Materials for Human Sexuality Instruction

WHEREAS, Section 28.004(e-1) (1) of the Texas Education Code requires the Board of Trustees to adopt a resolution convening the local school health advisory council (SHAC) for the purpose of making recommendations regarding curriculum materials for the school District’s human sexuality instruction;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Lake Travis Independent School District hereby calls for the convening of the District SHAC to:

1. Hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
2. Recommend curriculum materials that comply with the instructional content requirements in law, are suitable for the subject and grade level for which the materials are intended, and are reviewed by academic experts in the subject and grade level for which the materials are intended.
3. Present the SHAC’s recommendations to the Board at a public meeting.

Adopted this _____ day of December, 2021, by the Board of Trustees.

Presiding officer’s signature: _____

Secretary’s signature: _____



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (Local) – Video Display Board for the Lake Travis High School Stadium

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases that cost \$100,000 or more, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law.
2. A purchase made through a cooperative purchasing program, in accordance with law.
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. A purchase for produce or fuel.

Lake Travis ISD has the following budgeted purchase that requires Board notification:

Replacement of Video Board at Cavalier Stadium. There were three vendors considered including Daktronics, Watchfire, and VCRnow. A committee was established to evaluate proposals. After a lengthy discussion and vetting process, the committee has chosen Watchfire as the vendor with the lowest quote \$458, 949.40, larger board, high quality, and production capabilities.

BUDGET PROVISIONS

Video Display Board Enterprise Fund

RESOURCE PERSONNEL

Brad Bailey – Assistant Superintendent of Operations

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

ATTACHMENTS

1. Summary
2. Image of Display Board

MEETING DATE

November 17, 2021

Replacement Scoreboard for Cavalier Stadium

Challenge

Cavalier Stadium scoreboard has experienced ongoing technical difficulties for the past 3 years. Our current vendor has been inconsistent in addressing these issues. As a result, the District is not meeting the expectations of our corporate sponsors.

Action and Resolution

In June 2021 a committee was established to determine how to address the ongoing challenges. The committee determined the current vendor has been inconsistent and unable to meet our needs sufficiently. The consensus among the members was to explore other options. The group choose three vendors, through purchasing cooperatives, to interview and request pricing. After conducting multiple interviews and speaking with references, the committee is recommending Watchfire Signs. Watchfire is an approved vendor through the Region 10 ESC purchasing cooperative with Equalis Group.

Committee Members:

Brad Bailey – Assistant Superintendent of Operations
 Chris Woehl – Executive Director for Technology and Information Services
 Katie Kauffman – Director of Development and Corporate Relations
 Cristy Soares – Director of Purchasing
 Frank Contreras – Director of Maintenance and Operations
 Michael Drinkwater – Assistant Director of Athletics
 Douglass Crabb – Teacher

Vendors	Daktronics	VCRNow	Watchfire
LED Display Size	24 x 43'	19.96 x 34.67'	25 x 41'
Audio System	Sportsound	Danley SH461	Danley SH462
Warranty: Parts & Labor	5 years	10 years	5 years
Total Price	\$424,299	\$578,546	\$458,949



LAKE

CAVALIERS

TRAVIS

ALL-TIME
PASSING
YARDS
LEADER

*Peyton
Lewis*



CAVALIERS

63

08:36

27

WEST LAKE

3 DOWN

GO 10

FOL 3

OFF 2

FOL 3

BALL ON 50



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (Local) - Technology Bond Expenditure Report

RECOMMENDED ACTION

For discussion only.

RATIONALE

The 2018 Bond Program provided funding for the purchase of technology items, such as classroom educational and instructional equipment, and infrastructure and operational equipment. Decisions about educational technology and infrastructure equipment, have been discussed, planned, and vetted with the district stakeholders and the District's Bond oversight committee. In accordance with Board Policy CH (Local), the following purchases were made via a cooperative purchasing program in the amount of \$100,000 or more, is required to be presented to the Board for notification:

60 Epson 1485fi interactive projectors and related mounting equipment were purchased to refresh legacy projectors or declining equipment. This purchase will leverage the OMNIA (formerly TCPN) purchasing Coop contract and volume purchase pricing from CDWG for a total purchase price of \$170,160.00

BUDGET PROVISIONS

2018 Bond Program

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology and Information Services

ATTACHMENTS

None

MEETING DATE

November 17, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (Local)-Portables Relocation to Rough Hollow Elementary

RECOMMENDED ACTION

For presentation/discussion only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases that cost \$100,000 or more, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law.
2. A purchase made through a cooperative purchasing program, in accordance with law.
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing.
4. A purchase for produce or fuel.

Lake Travis ISD has the following budgeted purchase that requires Board notification:

- Move an existing Portable Classroom building from West Cypress Hills ES to RHES.
- Move an existing Portable Classroom building from Lake Travis MS to RHES.

BUDGET PROVISIONS

2018 Capital Projects Budget - \$114,630.

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

Amber King – General Counsel

ATTACHMENTS

Proposal from American Constructors to move (2) Two Portable Classroom buildings to Rough Hollow Elementary School (RHES), one from West Cypress Hills ES and one from Lake Travis MS in the amount of \$ 114,630. The buildings are to be moved as soon as permitting allows.

MEETING DATE

November 17, 2021



PROPOSAL

Date: 10/13/21

Owner: Lake Travis ISD
16101 Hwy 71, Bldg B
Austin, TX 78738

Contractor: American Constructors
11900 West Parmer Lane
Cedar Park, Texas 78613

Project: Rough Hollow Elem. Portable Move

Scope of Work Includes:

1. Disconnect power at existing portable classrooms at Lake Travis MS & West Cypress Hills ES
2. Move portable classrooms to Rough Hollow ES & reset existing ramps
3. Provide power connections at reset portables & conduits for fire alarm and data
4. Connect fire alarm devices to existing system
5. Remove and reinstall existing fencing as required at 3 sites
6. Provide temporary fencing around work area

List of Plans / Specifications:

E1.1 Site Plan -Electrical by MEP Engineering dated 02/01/19

Exclusions / Clarifications

1. **Data wiring and connections by others**
2. Excludes testing, removal or abatement of existing hazardous materials
3. Excludes permitting and material testing
4. Excludes moving of existing furniture, fixtures and equipment.
5. Contractor is not responsible for any FF&E left in the work area
6. Relocation or repair of underground utilities that are not shown
7. All work during normal business hours

Total Amount of Proposal	\$114,630
---------------------------------	------------------

Proposal is valid for 30 days from the date listed. Proposal assumes all areas will be available so work can proceed, uninterrupted to completion. All work to be done during normal hours unless otherwise noted in the proposal.

Accepted by:

Signature

Date

Printed name

Title

Item	Description	Amount
1	Portable Classroom Moving & Reset	\$40,300
2	Electrical Connections	\$31,238
3	Fencing	\$4,942
4	Repair Site Landscaping	\$6,500
5	Supervision	\$3,200
6	Owner Betterment Allowance	\$8,000
7	Fire Alarm Connections Allowance	\$4,500
8	Sidewalk Allowance (Final location of portables not set)	\$5,500
	Subtotal	\$104,180
	Fee	\$5,209
	Subtotal	\$109,389
	Bonds & Insurance	\$5,241
	Total	\$114,630

Billingsley House Moving, Inc.
 12406 Twin Creek Park Drive
 Manchaca, TX 78652 US
 +1 5124489147
 billingsleydemo@austin.rr.com

Estimate



ADDRESS
Lake Travis ISD ATTN: Mackie Price American Constructors (GC) ATTN: Brian Plagens bplagens@americanconstructors.com

ESTIMATE #	DATE
1159	09/23/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Structural Move Relocate portable building between LTISD sites	2	12,000.00	24,000.00
	Construction Relocate and reassemble ramp on portable building	2	4,000.00	8,000.00
	Construction Install underpinning on relocated portable school building	2	2,500.00	5,000.00
	Construction Install tie downs on relocated portable building	44	75.00	3,300.00

Here is your estimate! Please let me know if you have any questions. We look forward to doing business with you.

TOTAL

\$40,300.00

Thank You,

Billingsley House Moving Inc.

Accepted By

Accepted Date



Allied Electric Services, Inc.

P.O. Box 2629 ♦ Georgetown, TX 78627

Phone: (512) 930-0767 ♦ Fax: (512) 868-1250

TECL# 21659

State of Texas H.U.B. # 1202362146400

City of Austin D.B.E/ W.B.E # VS0000027122

Proposal Number: C10112021

Date: 10/11/21

Submitted to:

American Constructors

Reference Project:

LTISD ES #7 - Portables

Allied Electric Services, Inc. ("Allied") proposes to furnish all the materials and perform all the labor needed for the completion of the following work.

We have included the following:

- 1) Furnish and install a new 125A, 480v circuit breaker in existing MSB to energize the new electrical service rack.
- 2) Furnish and install a new strut rack by the portable buildings to mount our new electrical disconnects to.
- 3) Furnish and install a new 75KVA, 480v, 3PH - 120/240v, 1PH, N3R pad mounted transformer at the new electrical service rack location (excludes the concrete pad).
- 4) Furnish and install new aluminum conductors from the existing MSB location to the new electrical service rack location located next to the portables. Excludes the conduits and/or trenching. Conduits are existing.
- 5) One-point connection to existing electrical panel on each of (2) portable buildings.
- 6) Furnish and install new underground electrical conduits and aluminum conductors from the new electrical rack to the (2) new portables.
- 7) Trenching, backfill, and compaction for new underground electrical conduits from the new electrical service rack to the (2) portable buildings.
- 8) LTISD prevailing wage rates.

The work and the price for the work does not include anything else. In particular, it does not include:

- 1) Any work associated with the portable buildings other than a one-point connection the electrical panels.
- 2) Sales tax.
- 3) Fire alarm.
- 4) Saw cutting or patching.
- 5) Electrical permit and inspection fees.
- 6) Utility fees and or after hour inspection fees.
- 7) Overtime, expediting or acceleration fees.
- 8) Concrete work for the transformer pad.
- 9) Telecommunication wiring.
- 10) Fire-proofing or caulking.
- 11) Surveying, staking or layout of site utilities.
- 12) Silt fencing or final grading.

- 13) Crossing of any existing roadways.
- 14) Supplying compaction water on job site.
- 15) The site must be at sub grade prior to any conduit installation.
- 16) Removal of spoils.
- 17) Painting or welding.
- 18) Payment and performance bonds.
- 19) Any additional testing and/or studies not referenced in the bidding documents.

All material is to be as specified in and will be installed in accordance with the plans and specifications in a neat and workmanlike manner for the sum of:

Thirty-one thousand two hundred thirty-eight

Dollars: \$**31,238.00**

During recent weeks, the market price and availability of copper, aluminum, plastic and steel have experienced large fluctuations. As a result, our vendors have refused to hold prices firm without an order. If there should be a substantial increase in the cost of commodities or equipment due to these fluctuations at any time prior to receipt of a Contract or LOI, Allied Electric will submit details and revised pricing to cover those increases. We will also closely monitor and advise as early as possible of any potential shipping delays.

Any change to the work to be done and/or any request for extra labor will be performed only after the parties have executed a written change order. The price for such work will be an extra charge over and above the original price.

Submission of draws will be for work completed and materials delivered to the jobsite. Invoices for draws may be submitted at such times as deemed appropriate by Allied.

This proposal may be withdrawn at any time upon notice from Allied. In any case, it will be automatically withdrawn after thirty (30) days from the date of this proposal.

If any additional information is needed, please call Paul Schroeder.

Allied Electric Services Inc.
4355 East University Avenue
Georgetown, TX. 78626
TECL 21659
ph. 512-930-0767
fax 512-868-1250

Regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599



1731 C.R. 269 Leander, TX 78641
(512) 259-0693 (512) 259-0708 Fax

September 27, 2021

American Constructors
11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613
(512) 328-2026
(512) 328-2520 fax

Attn: Brian Plagens

RE: Rough Hollow Elementary School – Temp Fence

This letter is to make a proposal to provide labor and materials to complete the following:

Temporary Chain Link (Panels & Stands).....	\$6.00/lf or \$1,584.00
264' of 6' Chain Link	
Double Swing Gates (1).....	\$50.00
T-Posts (12).....	\$6.00/ea or \$72.00
Sub-Total.....	\$1,706.00
Sales Tax (8.25%).....	\$140.75
Total.....	\$1,846.75

- 1 Year Rental
- Actual Footage will Determine Final Charges
- American Constructors Responsible for Damaged and Missing Material At \$120.00/Panel & \$35.00/ Stand

We appreciate the opportunity to provide you these quotes. We are available immediately to take care of your fencing needs.

Thank you,

Scott Buckley
Empire Fence Co., Inc.



1731 CR 269 Leander, TX 78641
(512) 259-0693 (512) 259-0708 Fax

September 27, 2021

American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, Texas 78613
(512) 328-2026
(512) 328-2520 fax

Attn: Brian Plagens
RE: Rough Hollow Elementary

This letter is to make a proposal to provide labor and materials to complete the following:

Remove Fence.....\$779.00

- Remove 5 Ameristar fence panels
- Core-drill out 4 post

Reinstall Fence.....\$1,107.00

- New 3x3 Ameristar Post
- Core-drill into sidewalk and set with quik-rok

Grand Total.....\$1,886.00

Fence for Electric transformer \$1,350

We appreciate the opportunity to provide these quotes. We are available immediately to take care of your fencing needs.

Thank you,

Jason Fitzsimmons
Empire Fence Co.

GENERAL NOTES

- FOR ELECTRIC SERVICE. SEE SPECIFICATION SECTION 260500.10. UTILITY COMPANY CONTACT IS MR. ERIC VILLANUEVA WITH PEDERNALES ELECTRIC COOPERATIVE (PEC) @ (830) 225-4030.
- PRIOR TO ROUGHING IN ELECTRICAL SERVICE, OBTAIN AND COMPLY WITH UTILITY COMPANY DRAWINGS, DETAILS AND SPECIFICATIONS. DO NOT INSTALL WORK INTENDED FOR UTILITY COMPANY PURPOSES PER THESE DRAWINGS.
- WORK SHOWN IS FOR INFORMATION ONLY AND IS NOT INTENDED TO INDICATE ALL EXISTING CONDITIONS. INFORMATION IS BASED ON EXISTING DRAWINGS AND/OR LIMITED FIELD OBSERVATION. FIELD VERIFY.
- VERIFY LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATING TRENCHES FOR ELECTRICAL WORK.
- DO NOT DAMAGE EXISTING TREES, SITE FEATURES AND UNDERGROUND UTILITIES TO REMAIN. REFER TO CIVIL AND ARCHITECTURAL SITE PLANS FOR FURTHER INFORMATION. REPAIR CONCRETE AND ASPHALT SAW CUTS TO MATCH SURROUNDING CONDITIONS.
- CONDUIT ROUTING IS DIAGRAMMATIC. COORDINATE ROUTING WITH CONTRACT DOCUMENTS, INCLUDING SUBMITTALS, SHOP DRAWINGS, AND WORK OF OTHER TRADES.
- USE MINIMUM 36" RADIUS FOR BENDS IN CONDUITS SIZED 2" AND LARGER.
- SEE HANDHOLE DETAIL 3/E6.2. INCLUDE QUANTITY OF HANDHOLES AS NEEDED FOR WORKMANLIKE INSTALLATION OF CONDUCTORS. FURNISH HANDHOLES WITH 24"W X 24"L X 36"H INTERIOR DIMENSIONS, UON, OR UNLESS OTHERWISE REQUIRED BY NEC. INSTALL PER SPECIFICATION 26 05 43. COORDINATE LOCATION OF HANDHOLES AND ROUTING OF UNDERGROUND RACEWAY WITH ALL TRADES.
- INSTALL A DEDICATED NEUTRAL FOR EACH 120V OR 277V SINGLE PHASE CIRCUIT, UON.
- SITE LIGHTING CIRCUITS TO CONSIST OF 1" WITH #8 CONDUCTORS, UON.
- SEE STRUCTURAL DETAILS FOR LIGHTING POLE FOUNDATIONS. SEE DETAIL 2/E6.2. FOR ELECTRICAL WORK.
- SEE DIVISION 27 SPECIFICATIONS AND DRAWINGS (TECHNOLOGY AND COMMUNICATIONS) FOR ADDITIONAL WORK.
- CONDUIT ROUTING IS DIAGRAMMATIC IN NATURE. CONTRACTOR SHALL COORDINATE CONDUIT ROUTING WITH ALL TRADES AND BUILDING/SITE FEATURES PRIOR TO ROUGH-IN. CONTRACTOR SHALL ADJUST ROUTING AS REQUIRED AT NO ADDITIONAL COST TO THE CONTRACT.
- CONDUCTORS SHOWN OR NOTED ON THIS SHEET ARE COPPER UNLESS OTHERWISE INDICATED ON FEEDER SCHEDULE.

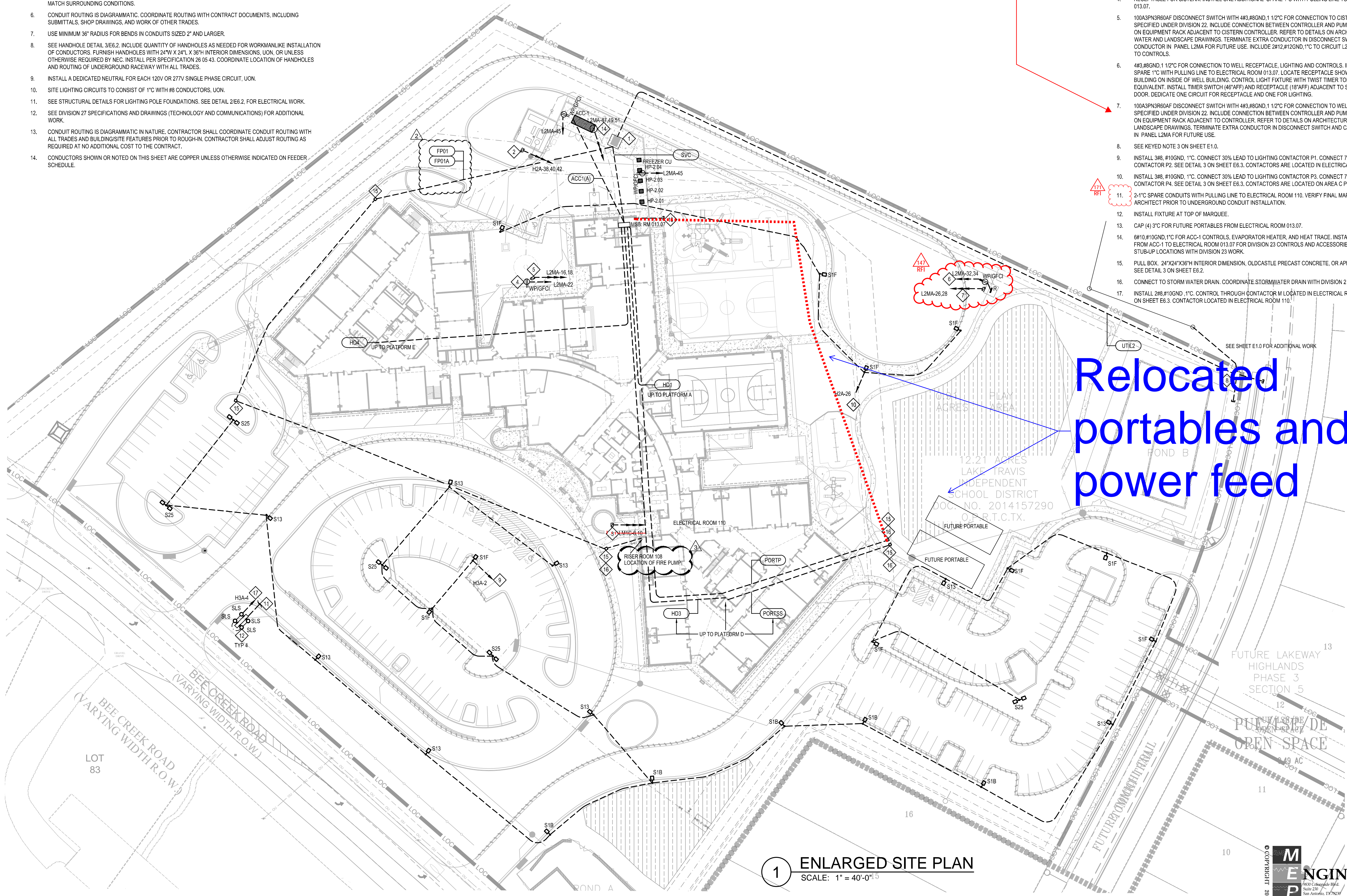
012
RFI

- FURNISH 100A3P BREAKER IN SPACE L2MA-26.28.30. SEE ATTACHED SHEET RFI012-E1.
- 3-PHASE CIRCUIT ALREADY SPECIFIED BY KEYED NOTE 7 ON SHEET E1.1. *100A3PN3R60AF DISCONNECT SWITCH WITH 4#3, #8GND, 1 1/2" C FOR CONNECTION TO WELL CONTROLLER SPECIFIED UNDER DIVISION 22... TERMINATE EXTRA CONDUCTOR IN DISCONNECT SWITCH AND CAP EXTRA CONDUCTOR IN PANEL L2MA FOR FUTURE USE.
- REVISE FUSE SIZE INDICATED BY KEYED NOTE 7 ON SHEET E1.1 FROM 60A TO 45A.
- 230V MOTOR SPECIFIED, VERIFY IF 200A3P CAN BE FURNISHED.

KEYED NOTES

- 10' X10' REINFORCED CONCRETE PAD FOR UTILITY TRANSFORMER PER PEC REQUIREMENTS.
- 100A3PN3R60AF DISCONNECT SWITCH WITH 4#3,#8GND, 1 1/2" C FOR CONNECTION TO LIFT STATION. INSTALL SWITCH ON METAL FRAME WITH CONCRETE BASE. INSTALL ONE ADDITIONAL 1" SPARE RACEWAY WITH PULLING LINE TO LIFT STATION. VERIFY LOCATION OF DISCONNECT SWITCH WITH LIFT STATION DESIGN PRIOR TO INSTALLATION.
- 60A3PN3R40AF DISCONNECT SWITCH WITH 4#6,#8GND, 1" C FOR CONNECTION TO CISTERN CONTROLLER SPECIFIED UNDER DIVISION 22. INCLUDE CONNECTION BETWEEN CONTROLLER AND PUMP. INSTALL DISCONNECT ON EQUIPMENT RACK ADJACENT TO CISTERN CONTROLLER. REFER TO DETAILS ON ARCHITECTURAL, RAIN WATER AND LANDSCAPE DRAWINGS. TERMINATE EXTRA CONDUCTOR IN DISCONNECT SWITCH AND CAP EXTRA CONDUCTOR IN PANEL L1MC FOR FUTURE USE. INCLUDE 2#12,#12GND, 1" C TO CIRCUIT L1MC-12 FOR CONNECTION TO CONTROLS.
- RECEPTACLE FOR CISTERN. INSTALL ONE ADDITIONAL SPARE 1" C WITH PULLING LINE TO ELECTRICAL ROOM 013.07.
- 100A3PN3R60AF DISCONNECT SWITCH WITH 4#3,#8GND, 1 1/2" C FOR CONNECTION TO CISTERN CONTROLLER SPECIFIED UNDER DIVISION 22. INCLUDE CONNECTION BETWEEN CONTROLLER AND PUMP. INSTALL DISCONNECT ON EQUIPMENT RACK ADJACENT TO CISTERN CONTROLLER. REFER TO DETAILS ON ARCHITECTURAL, RAIN WATER AND LANDSCAPE DRAWINGS. TERMINATE EXTRA CONDUCTOR IN DISCONNECT SWITCH AND CAP EXTRA CONDUCTOR IN PANEL L2MA FOR FUTURE USE. INCLUDE 2#12,#12GND, 1" C TO CIRCUIT L2MA-24 FOR CONNECTION TO CONTROLS.
- 4#3,#8GND, 1 1/2" C FOR CONNECTION TO WELL RECEPTACLE, LIGHTING AND CONTROLS. INSTALL ONE ADDITIONAL SPARE 1" C WITH PULLING LINE TO ELECTRICAL ROOM 013.07. LOCATE RECEPTACLE SHOWN ON OUTSIDE OF BUILDING ON INSIDE OF WELL BUILDING. CONTROL LIGHT FIXTURE WITH TWIST TIMER TORK #A502H OR EQUIVALENT. INSTALL TIMER SWITCH (46" AFF) AND RECEPTACLE (18" AFF) ADJACENT TO STRIKE SIDE OF ENTRY DOOR. DEDICATE ONE CIRCUIT FOR RECEPTACLE AND ONE FOR LIGHTING.
- 100A3PN3R60AF DISCONNECT SWITCH WITH 4#3,#8GND, 1 1/2" C FOR CONNECTION TO WELL CONTROLLER SPECIFIED UNDER DIVISION 22. INCLUDE CONNECTION BETWEEN CONTROLLER AND PUMP. INSTALL DISCONNECT ON EQUIPMENT RACK ADJACENT TO CONTROLLER. REFER TO DETAILS ON ARCHITECTURAL, RAIN WATER AND LANDSCAPE DRAWINGS. TERMINATE EXTRA CONDUCTOR IN DISCONNECT SWITCH AND CAP EXTRA CONDUCTOR IN PANEL L2MA FOR FUTURE USE.
- SEE KEYED NOTE 3 ON SHEET E1.0.
- INSTALL 3#8, #10GND, 1" C. CONNECT 30% LEAD TO LIGHTING CONTACTOR P1. CONNECT 70% LEAD TO LIGHTING CONTACTOR P2. SEE DETAIL 3 ON SHEET E6.3. CONTACTORS ARE LOCATED IN ELECTRICAL ROOM 110.
- INSTALL 3#8, #10GND, 1" C. CONNECT 30% LEAD TO LIGHTING CONTACTOR P3. CONNECT 70% LEAD TO LIGHTING CONTACTOR P4. SEE DETAIL 3 ON SHEET E6.3. CONTACTORS ARE LOCATED ON AREA C PLATFORM.
- 2-1" C SPARE CONDUITS WITH PULLING LINE TO ELECTRICAL ROOM 110. VERIFY FINAL MARQUEE LOCATION WITH ARCHITECT PRIOR TO UNDERGROUND CONDUIT INSTALLATION.
- INSTALL FIXTURE AT TOP OF MARQUEE.
- CAP (4) 3" C FOR FUTURE PORTABLES FROM ELECTRICAL ROOM 013.07.
- 6#10,#10GND, 1" C FOR ACC-1 CONTROLS, EVAPORATOR HEATER, AND HEAT TRACE. INSTALL (3) ADDITIONAL 1" C FROM ACC-1 TO ELECTRICAL ROOM 013.07 FOR DIVISION 23 CONTROLS AND ACCESSORIES. COORDINATE STUB-UP LOCATIONS WITH DIVISION 23 WORK.
- PULL BOX. 24"X24"X36" INTERIOR DIMENSION, OLDCASTLE PRECAST CONCRETE, OR APPROVED EQUIVALENT. SEE DETAIL 3 ON SHEET E6.2.
- CONNECT TO STORM WATER DRAIN. COORDINATE STORM WATER DRAIN WITH DIVISION 2 WORK.
- INSTALL 2#8,#10GND, 1" C. CONTROL THROUGH CONTACTOR M LOCATED IN ELECTRICAL ROOM 110. SEE DETAIL 3 ON SHEET E6.3. CONTACTOR LOCATED IN ELECTRICAL ROOM 110.

017
RFI



Relocated portables and power feed

1 ENLARGED SITE PLAN
SCALE: 1" = 40'-0"



PROJECT NO.	15-044
DATE	10/01/2018
REVISIONS:	
ADDENDUM #1	10/18/2018
ADDENDUM #3	10/30/2018
PBA #1	02/01/2019
03/14/16	RFI 012
9/25/19	RFI 147
11/8/19	RFI 171

100% BID SET
E1.1
SITE PLAN - ELECTRICAL



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Service Agreements with FOCUS Behavioral Associates

RECOMMENDED ACTION

For discussion only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

Under Texas Administrative Code (TAC), Section 89.1005, a school district may contract for a nonpublic placement of a student when the student's admission, review, and dismissal (ARD) committee determines that nonpublic placement is necessary in order for the student to receive a free appropriate public education (FAPE).

A school district may contract for a nonpublic placement of a student with nonpublic schools which maintain appropriate Texas Education Agency approval for the particular disability condition and age of the student.

For each student placed in a nonpublic facility, the school district shall verify, during the initial nonpublic placement ARD committee meeting and each subsequent annual ARD committee meeting, that:

- The facility meets minimum standards for health and safety;
- Placement is needed and is documented in the individualized education program (IEP); and
- The educational program provided at the facility is appropriate and the placement is the least restrictive environment for the student

For each student, the ARD committee shall establish, in writing, criteria and estimated timelines for the student's return to the school district.

The District is in need of contracting with FOCUS for the placement of a student for nonpublic day school services. The contract with FOCUS will exceed \$100,000 and, therefore, requires approval by the Board in accordance with Board Policy CH (LOCAL).

BUDGET PROVISIONS

Local Special Education Funds- \$207,000

RESOURCE PERSONNEL

Laura Abbott, Ed.D. - Director of Special Services

Amber King - General Counsel

Pam Sanchez - Assistant Superintendent for Business Services

ATTACHMENTS

None

MEETING DATE

November 17, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Capital Area Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement

RECOMMENDED ACTION

For discussion only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

Texas Education Code (TEC) Chapter 30, Subchapter D requires the Texas Education Agency (TEA) to have a process of providing, on a statewide basis, a suitable education for students who are deaf or hard of hearing. Part of this process involves the establishment of regional day school programs for the deaf (RDSPDs) in each of the state's regions. Under 19 Texas Administrative Code (TAC) §89.1080, all local educational agencies (LEAs) shall have access to RDSPDs. LEAs include independent school districts and charter schools. Any student who has a hearing impairment that severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the RDSPD, subject to the recommendations of the student's admission, review, and dismissal (ARD) committee. 19 TAC §89.1080.

As part of the comprehensive statewide plan for educational services for students who are deaf or hard of hearing, including the legislative mandate of TEC §30.083 regarding the provision of appropriate education in regional day school programs for the deaf, TEA authorizes and encourages LEAs or education service centers (ESCs) to enter into contractual arrangements with other LEAs to effectively and efficiently jointly operate RDSPDs so that the intent of TEC Chapter 30, Subchapter D is met. At this time, the current nineteen LEA member districts remain unchanged.

Capital Area Regional Day School Program for the Deaf has made the following revisions to the current Shared Services Arrangement:

- Overall edits to reflect the change in language from Auditory Impairment to Deaf/Hard of Hearing
- Clarification of our fiscal practices, to include more specificity regarding the calculation formula for our budget/tuition, distribution of financial shortfall, indirect costs, etc.
- Exhibits to delineate services for charter schools and non-member districts, to include specific costs and responsibilities
- Details surrounding PEIMS data entry and corrections
- Slight revisions to the communication philosophy
- Updated information about periodic program reviews
- Provision of interpreting services for extracurricular activities and billing for those services

BUDGET PROVISIONS

Lake Travis ISD is charged fees for services determined necessary by the ARD committee provided through the RDSPD



RESOURCE PERSONNEL

Laura Abbott, Ed.D. - Director of Special Services

Amber King - General Counsel

Pam Sanchez - Assistant Superintendent for Business Services

ATTACHMENTS

Capital Area Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement

MEETING DATE

November 17, 2021



Capital Area Regional Day School Program for the Deaf

Shared Services Arrangement
between
Round Rock Independent School District
and

Bartlett Independent School District, Coupland Independent School District,
Granger Independent School District, Taylor Independent School District,
Thrall Independent School District, Burnet Consolidated Independent School District,
Eanes Independent School District, Florence Independent School District,
Georgetown Independent School District, Hutto Independent School District,
Jarrell Independent School District, Lago Vista Independent School District,
Lake Travis Independent School District, Leander Independent School District,
Liberty Hill Independent School District, Manor Independent School District,
Marble Falls Independent School District, Pflugerville Independent School District,
and Llano Independent School District

WHEREAS, the Texas Legislature and Texas Education Agency have determined that school districts may enter into a Shared Service Arrangement (SSA) to jointly operate a specific education program; and

WHEREAS, Round Rock Independent School District, Bartlett Independent School District, Coupland Independent School District, Granger Independent School District, Taylor Independent School District, Thrall Independent School District, Burnet Consolidated Independent School District, Eanes Independent School District, Florence Independent School District, Georgetown Independent School District, Hutto Independent School District, Jarrell Independent School District, Lago Vista Independent School District, Lake Travis Independent School District, Leander Independent School District, Liberty Hill Independent School District, Manor Independent School District, Marble Falls Independent School District, Pflugerville Independent School District, and Llano Independent School District shall agree to enter into a Shared Service Arrangement to be known as the Capital Area Regional Day School Program for the Deaf (Capital Area RDSPD) and shall agree to cooperatively provide educational services to students from 0-22 years of age who meet the conditions for eligibility as Auditory Impaired or Deaf/Hard of Hearing and who are placed in the RDSPD by an ARD/IEP committee. The following shall be agreed upon:

TERMINOLOGY

Students who meet the state eligibility requirements for “Auditory Impaired” will be

referred to in this agreement as “Deaf/Hard of Hearing.” For purposes of this SSA, the term “Auditory Impaired” is synonymous with “Deaf/Hard of Hearing.”

1.0 PURPOSE OF THE SHARED SERVICE ARRANGEMENT

The Capital Area SSA shall enable member districts to provide a quality educational program with the necessary supportive and supervisory services for students who meet the conditions for eligibility as Deaf/Hard of Hearing as defined by state and federal law. Educational alternatives available shall range from general education with supportive services to full-day specialized classes. Additional services shall include: inclusion support services, speech therapy, audiology services, counseling services, and educational diagnostic services and other services as determined by an Admission, Review, and Dismissal (ARD) Committee. Each student is placed in the least restrictive instructional arrangement best suited to meet the individual need, as determined by an ARD committee meeting. The Capital Area SSA shall follow the rules and regulations developed by the Texas Education Agency (TEA) regarding educational services for students 0-22 years of age who meet the conditions for eligibility as Deaf/Hard of Hearing.

2.0 MEMBERSHIP IN THE SHARED SERVICE ARRANGEMENT

The Capital Area SSA shall be composed of Round Rock Independent School District, Bartlett Independent School District, Coupland Independent School District, Granger Independent School District, Taylor Independent School District, Thrall Independent School District, Burnet Consolidated Independent School District, Eanes Independent School District, Florence Independent School District, Georgetown Independent School District, Hutto Independent School District, Jarrell Independent School District, Lago Vista Independent School District, Lake Travis Independent School District, Leander Independent School District, Liberty Hill Independent School District, Manor Independent School District, Marble Falls Independent School District, Pflugerville Independent School District, and Llano Independent School District.

2.1 Non-Member Participation in the Shared Service Arrangement

Non-member school districts having a student who meets the conditions for eligibility as Deaf/Hard of Hearing may request services from the Capital Area SSA, if desired. The request for placement consideration shall be made in writing to the Capital Area SSA Management Board chairperson or designee for the purpose of presenting and clarifying information regarding the specific needs of the student(s) being considered for Capital Area SSA services. Acceptance shall be contingent upon the availability of the Capital Area SSA to provide a free, appropriate education with the necessary support service(s) to the student. Acceptance shall also be contingent on the non-member entering into an Interlocal Agreement with Capital Area Regional Day School for the Deaf.

Non-member districts will be charged the same annual fee per student

(determined by the counts on the December 1st Snapshot and the 3rd Friday in January after Winter Break (PEIMS Fall Resubmission Date), as is required of member districts. Included in the rate calculations will be type of service needed, employment of additional staff, student transportation costs, staff travel costs, and any additional costs incurred.

The non-member district will also pay an additional 10% of the member districts' annual fee per student as an administrative fee, plus an amount equal to the Average Daily Attendance (ADA) generated by the student in the non-member home district.

Rates for non-member students and non-member administrative fees will be approved by the fiscal agent, and non-member districts will be informed of such rates prior to the beginning of any service. The fiscal agent will invoice the non-member for services. Payment shall be made to the fiscal agent.

The placement of non-member students shall be reviewed by the ARD committee at any time deemed appropriate and/or necessary. Continued delivery of services to students who are members of the RDSPD SSA will take precedence over non-member district students.

Non-member districts will be solely liable for any and all costs associated with their residentially placed students.

This agreement does not include the provision of interpreter services for a non-member student in any non-instructional program or any extracurricular activity.

2.2 New Members Participation in the Shared Service Arrangement

Any independent school district seeking membership in the Capital Area SSA shall make a written request for membership to the Management Board. Acceptance of membership will be contingent upon the Management Board approval by a majority vote and an agreement by the new member to the terms of this agreement. Written requests must be made no later than January 1 of the current school year.

2.3 Withdrawal from the Shared Service Arrangement

Member districts that want to withdraw from the Capital Area SSA shall inform the Management Board in writing of their intention by January 1st of the last fiscal year they intend to remain a member. A withdrawing district will not be entitled to any carryover funds.

2.4 Non-Member Charter School Participation in Shared Services Agreement

Charter Schools are not eligible for membership in the Shared Services Agreement. As a non-member, any Charter School who has a student who meets

the conditions for eligibility as Deaf/Hard of Hearing may request services from the Capital Area SSA, if desired. The request of placement consideration should be made in writing to the Management Board chairperson or designee for the purpose of presenting and clarifying information regarding the specific needs of the student(s) being considered for Capital Area SSA services. Acceptance shall be contingent upon the availability of the Capital Area SSA to provide a free, appropriate education with the necessary support service(s) to the student. Acceptance shall also be contingent on the non-member entering into an Interlocal Agreement with Capital Area Regional Day School for the Deaf.

Charter Schools will be charged in accordance with non-member rates with the exception of consultation fees, which will be charged at a slightly higher rate in accordance with the fee schedule approved by the fiscal agent for non-member students, non-member administrative fees and Charter Schools.

3.0 GOVERNANCE OF THE CAPITAL AREA REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF AND APPOINTMENT OF FISCAL AGENT

The Capital Area SSA shall be governed by the Management Board and directly administered by the fiscal agent district. The Management Board shall be comprised of the Special Education Directors of the member school districts. The policies and procedures shall be established, implemented, and approved by the Management Board. The Board of Trustees of each member district must approve the Capital Area SSA. Round Rock Independent School District (RRISD) shall serve as fiscal agent and program administrator of the Capital Area SSA. The fiscal agent district shall be accredited and provide services for students who meet the conditions for eligibility as Deaf/Hard of Hearing from infants through high school (0-22 years of age).

3.1 The Shared Service Arrangement Management Board Schedule of Meetings

The Management Board shall meet at least annually to review the SSA and to consider matters pertaining to local, state, and federal laws and rules and Capital Area SSA guidelines, programs, and procedures. The fiscal agent shall be responsible for implementation of Capital Area SSA procedures and the day-to-day management of the RDSPD.

3.2 Chairperson of the Management Board

The chairperson of the Management Board shall be the Director for Special Education of the fiscal agent district. The chairperson or designee shall preside over and call meetings upon the request of any board member. The RDSPD Supervisor shall be responsible for establishing a convenient meeting date, place, and time and shall notify all board members at least five (5) working days in advance. The Capital Area RDSPD Supervisor's administrative assistant shall serve as secretary of the Capital Area SSA Management Board meetings and will be responsible for the preparation of all minutes of the meetings. The Board shall establish committees, if needed. Emergency meetings may be held as necessary.

The chairperson or designee may conduct telephone polls if an urgent matter precludes members convening. A majority vote of the Directors of the member districts (or their designated representatives) in attendance at a meeting will constitute action by the Board.

4.0 ADMINISTRATIVE RESPONSIBILITIES OF THE CAPITAL AREA RDSPD

The fiscal agent district shall function as an agent for and on behalf of all member districts and shall:

- a. Administer the program on a day-to-day basis in accordance with the policies of the Capital Area SSA;
- b. Prepare the Standard Application/Budget system and disburse program funds;
- c. Be responsible for program personnel and instructional services;
- d. Maintain all Capital Area SSA records; and
- e. Perform any other such responsibilities normally associated with program administration

5.0 RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY

5.1 Provision of Space

The fiscal agent shall provide suitable and sufficient classroom space to accommodate the needs of students and staff. Office space for support personnel shall also be provided.

5.2 Referral Procedures

The Local Education Agency (LEA) refers to the member or non-member school district participating in the Capital Area SSA. Each LEA shall be responsible for following referral procedures as outlined in the State Board of Education (SBOE) rules. The LEA shall conduct ARD/IEP committee meetings considering the eligibility and educational needs of students from its district who meet the conditions for eligibility as Deaf/Hard of Hearing. A representative of the Capital Area SSA shall be represented at the ARD Committee meetings required by this paragraph.

5.3 Transportation

Each Capital Area SSA member district shall assume responsibility for transporting eligible participating students between the student's residence and the program site location.

6.0 FISCAL MANAGEMENT

6.1 Application for Funding

The fiscal agent district shall prepare the application for funding and program approval and submit it for review and approval in accordance with guidelines established by the Texas Education Agency. The Capital Area SSA program shall be funded with Regional Day School funds to the maximum extent possible. Applications shall be reviewed by the Management Board to establish priorities for expenditure of available funds and to facilitate active participation in the process to ensure efficient and effective programming for participating students who meet the conditions for eligibility as Deaf/Hard of Hearing. Application amendments shall be necessary from time to time as priorities for the Capital Area SSA program and students change. The Management Board shall approve amendments prior to submission to the Texas Education Agency. The fiscal agent will submit amendments as needed. Amendments will be presented at scheduled Management Board meetings. The program budget application shall be submitted to the Texas Education Agency for approval. The budget shall be prepared and administered in accordance with state law and TEA guidelines.

6.2 Tuition and Billing

Each LEA shall contribute a per-pupil tuition fee to offset expenditures that exceed all total state and federal allocations. The per-pupil tuition fee shall be calculated with consideration of the shortfall amount, overall operating budget, and the number of students enrolled in the Capital Area SSA as of a December 1st snapshot. Member LEAs will be invoiced prior to April 1st of each year with a set student tuition rate for each student (age 0-22) receiving direct services from Capital Area RDSPD, and a separate rate for each student receiving consult services (ages 3-22). Additionally, for students receiving services at a cluster site campus in RRISD, a small percentage will be added as an indirect fee to help offset support provided by RRISD staff and facilities usage incurred by the fiscal agent and cluster site host.

Member LEAs will have an opportunity to update and correct student data information that may impact student invoicing to a member district between December 1st and the end of the 3rd Friday in January after Winter Break (PEIMS Fall Resubmission Date). During this period, LEAs who have enrolled RDSPD students will have the opportunity to make corrections to the Capital Area RDSPD database, as well as their PEIMS submission. Member districts failing to update student data information by the date set forth herein will be required to submit payment as invoiced.

During this same time period from December 1st through the end of the 3rd Friday in January after Winter Break (PEIMS Fall Resubmission Date), invoicing may be modified based upon the following:

- If a Capital Area RDSPD SSA eligible student moves from one Capital Area RDSPD SSA LEA to another Capital Area RDSPD SSA LEA, then each district shall pay half of the tuition (i.e., both districts will be invoiced for half of the year each).
- If a Capital Area RDSPD SSA eligible student moves out of a Capital Area RDSPD SSA LEA, the LEA where the student was served for half the year shall pay half of the tuition for that year.
- If a Capital Area RDSPD SSA eligible student transfers into a Capital Area RDSPD SSA LEA from outside of a Capital Area RDSPD SSA LEA, the receiving district would be charged half of the tuition for the remainder of the school year.

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

6.3 Shared Service Arrangement Budget Shortfall

In the event that uncontrollable costs are incurred by the Capital Area RDSPD, member districts will be notified in writing by April 1st of the fiscal year regarding the unexpected and unplanned costs to be charged back to member districts and the maximum total of their estimated shared costs.

6.4 Legal Responsibility

Each member and non-member school district shall negotiate and be solely responsible for legal fees due to complaints, grievances, or litigation concerning programming brought by resident students or parents who reside within member and non-member districts. The Capital Area SSA will work collaboratively with member and non-member LEAs toward resolution of any disagreement.

Expenditures incurred with relation to grievances, lawsuits, or any other legal action pertaining to the SSA filed by RDSPD employees shall be the responsibility of the fiscal agent.

6.5 LEA Responsibility for Outside Contracts

The LEAs' boards of education shall maintain ultimate responsibility for the education of students within their districts. Each member district shall negotiate and be solely responsible for payment of individual contracts with non-public schools, governmental agencies, residential placements, or other school districts for the provision of special education and related services to individual students

who meet the conditions for eligibility as Deaf/Hard of Hearing residing in the member district. If such contracts become necessary in order for a member district to provide its resident student with a free appropriate public education in accordance with applicable federal and state laws, costs resulting from litigation and/or residential placement shall be the responsibility of the local member district.

6.6 Budget for Personnel Salaries

The fiscal agent shall budget Capital Area SSA personnel salaries and fringe benefits in accordance with schedules and guidelines for other fiscal agent employees.

6.7 Budget for Materials, Supplies, and Contracted Services

The fiscal agent shall purchase all materials, supplies, and contract services through the established system in place for the district. All non-consumable supplies purchased with Capital Area SSA funds shall be identified as property of the Capital Area SSA. The non-consumable materials and supplies shall be distributed to Capital Area SSA personnel, students, and parents on a checkout basis. Furniture and equipment belonging to the Capital Area SSA will be tagged and inventoried as such in accordance with the current practices of the fiscal agent district. Damage to or loss of Capital Area SSA property shall be borne by all member districts collectively.

6.8 Budget for Evaluation Services for Students

The fiscal agent shall budget funds in accordance with the Texas Education Agency, Division of Services for the Deaf, and State Board Of Education rules. The budget shall provide for needed evaluation services to Capital Area SSA students. The Capital Area SSA may provide and/or contract for such services as appropriate. The ARD/ IEP committee shall determine the need for evaluation. For other requirements, refer to paragraph 9.4.

6.9 Travel

Itinerant personnel shall be reimbursed for travel in accordance with policies established by the fiscal agent district for other employees. Travel for inservice and training will be budgeted and made available by the fiscal agent as deemed appropriate and within the guidelines established by the Management Board.

6.10 Personnel Calendars

Program personnel and students adhere to the calendars of the fiscal agent district. Decisions regarding an itinerant teacher's calendar will be made by the RDSPD Supervisor. The decisions will be based on student need, teacher caseload, and the

LEA's calendar.

7.0 Maintenance of Financial Records

The fiscal agent shall maintain financial records in accordance with the fiscal agent and Texas Education Agency policies and procedures.

8.0 PERSONNEL MANAGEMENT

8.1 Employment

The Capital Area SSA fiscal agent shall receive applications for employment from potential employees. Applicants will be screened, employed, and, if necessary, terminated in accordance with fiscal agent district policies. Employment will be in accordance with TEA guidelines. Capital Area SSA personnel are employed by the fiscal agent and are subject to its policies.

8.2 Job Descriptions

Job descriptions for Capital Area SSA positions will designate requirements to qualify for the position and the duties to be performed by the individual serving in each respective position.

8.3 Program Supervisor

The RDSPD Supervisor for the Capital Area SSA program shall be selected and hired by the fiscal agent district. The Supervisor shall be responsible to the Director for Special Education of the fiscal agent district.

8.4 Staff Assignments

Capital Area SSA staff shall be assigned duties at sites deemed appropriate by the RDSPD Supervisor in coordination with the Director for Special Education of the fiscal agent district. Personnel assigned to campuses shall be an integral part of the campus faculty and shall be responsible to the campus principals for administrative matters within that building and shall perform those duties assigned as long as they do not interfere with the primary mission of the Capital Area SSA. Clarification of role assignments shall be made jointly by the campus principal, the fiscal agent, Director for Special Education, and the RDSPD Supervisor.

9.0 STUDENTS

9.1 Reporting of PEIMS

Students who attend a centralized program/cluster site will not be considered transfer students. The fiscal agent will report PEIMS data to TEA on all cluster site based students. Students who are receiving consult, itinerant, or infant (0-2) services in their local member district LEA will be reported by that member district. Each member district where the student resides shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA requirements. Each member district where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving Capital Area SSA services. In the event a member district fails to submit accurate PEIMS student data on the 163 Record for a student who has been served by the Capital Area RDSPD SSA, it is agreed and understood that each such member district will contribute toward the financial deficit resulting from such failure and will pay the amount of lost funding that the non-reported students would have generated. The additional costs will be calculated by the Capital Area SSA and invoiced to the member district in the spring, in addition to the annual per-pupil tuition fee charges for the member district's student(s).

What services are students receiving?	Who is responsible for reporting PEIMS?
Daily RDSPD services at cluster site in RRISD	RDSPD Fiscal Agent
Weekly RDSPD itinerant services in home district	Member LEA
Consult DHH services in home district	Member LEA
Infant services (0 to 2 years of age)	Member LEA

Capital Area RDSPD will share updated student rosters with each LEA prior to the October PEIMS submission date to confirm enrollment and student services.

During the period between PEIMS October snapshot and the 3rd Friday in January after Winter Break, PEIMS corrections should be completed through the PEIMS Fall Resubmission process as outlined by TEA. Capital Area RDSPD will share updated student rosters with each member LEA prior to the PEIMS resubmission date in January to confirm enrollment and student services.

9.2 New Student Referral Process

If a student is new to the LEA and has received services in another SSA or LEA, the LEA representative shall contact the Capital Area SSA to attend an ARD/IEP Committee meeting to consider appropriate services and/or referral to the RDSPD. Data collected by the designated LEA representative for presentation during the referral process may include, but is not limited to:

- a. The student's current educational status (attendance records, grades, achievement data, and classroom observation);
- b. Previous educational efforts and strategies and the results of those efforts;
- c. Information reported or provided by parents;
- d. Eligibility reports to consider if the student meets the conditions for eligibility as Deaf/Hard of Hearing, including:
 1. An otological examination performed by an otologist, specifying the type and severity of the hearing loss;
 2. An audiological evaluation by a certified audiologist which includes a description of the hearing loss and the educational implications for the student's listening skills in a variety of circumstances with or without recommended amplification;
 3. A communication assessment that includes a description of the student's strengths and weaknesses in a variety of communication modes.

The LEA ARD committee shall review the collected data. The LEA shall be financially responsible for the assessments that must be obtained during the referral process. The LEA representative shall be responsible for the collection of data during the referral process and participation in ARD/IEP committee decisions. The LEA representative shall serve as the contact person between the LEA and the Capital Area SSA in regard to the student's educational program.

9.3 Referral of Students 0-2 Years of Age to The Cooperative

When the LEA is considering an infant, ages 0-2, a referral shall be made to the local ECI program(s). The LEA representative is responsible for working with the local ECI program(s) in the collection of data for the referral process, and participation in the Individual Family Service Plan (IFSP) committee meeting. If the ECI program(s) determine(s) that the child is Deaf/Hard of Hearing, the LEA will contact the fiscal agent RDSPD Supervisor to assist in determining services.

9.4 Student Appraisals

In accordance with guidelines established by the Texas Education Agency, all students of the Capital Area SSA Program shall be provided with pupil appraisal, diagnostic, and evaluation procedures for eligibility. The fiscal agent shall arrange for pupil appraisal services for the Capital Area SSA students in combination with services available from member districts and through contracted appraisal services with community agencies. Itinerant student appraisals will be performed

by the student's LEA with the exception of appraisals needed for Deaf/Hard of Hearing eligibility.

9.5 Contracted Services

The fiscal agent shall negotiate contractual agreements to provide:

- a. Pupil appraisal services not available within the Capital Area SSA;
- b. Inservice training to Capital Area SSA personnel; and
- c. Educational services not available within the Capital Area SSA.

The RDSPD Supervisor shall make recommendations of needed services to the Director of Special Education of the fiscal agent.

9.6 The Admission, Review, and Dismissal (ARD) Committee

The ARD/IEP committee shall follow procedures as outlined by the Texas Education Agency in the State Board of Education Rules for Special Education Services. When considering a student for placement in the Capital Area SSA, the membership of the committee shall include:

- a. The home district LEA representative for administration;
- b. The Capital Area SSA representative;
- c. The student's parent and/or the student, when appropriate; and
- d. The student's general education teacher.

The ARD/IEP committee membership shall include any other person(s) necessary to meet the requirements set forth in local, state, and federal rules and regulations governing special education. An ARD/IEP committee shall make all decisions regarding the individual education program of a student. The Capital Area SSA is responsible for contacting the ARD/IEP members, the LEA, and the parent if there is a necessity for an ARD. The admission, review, and dismissal of a student to or from the Capital Area SSA shall proceed according to an orderly process where, upon initial admission, the individual educational plan shall be reviewed. Placement shall be reviewed at least annually. The student's eligibility for services within the Capital Area SSA shall be reevaluated at least every three years until a student is no longer eligible for such services according to the SBOE rules.

The LEA shall maintain a state eligibility folder for each student placed in the Capital Area SSA according to the local, state, and federal rules and regulations

governing special education. The LEA and the Capital Area SSA shall assist each other in maintaining the state eligibility folders by sharing duplicates of any new records, assessment reports, or information concerning each student who meets the conditions for eligibility as Deaf/Hard of Hearing. The Capital Area SSA shall maintain a duplicate state eligibility folder for each student served.

9.7 Behavior and Disciplinary Procedures

Students are subject to the campus and district's student code of conduct unless otherwise stated in the student's ARD/IEP. Placement in a more restrictive environment is limited by local, state, and federal rules and regulations governing special education. The RDSPD Supervisor shall be notified by the campus administrator prior to any such action concerning a student who meets the conditions for eligibility as Deaf/Hard of Hearing and who participates in the Capital Area SSA.

10.0 INSTRUCTIONAL PROGRAM

10.1 Communication Philosophy

The Capital Area SSA recognizes the fundamental importance of the development of age-appropriate communication and language skills for a child's academic, social, cognitive, and linguistic development, as well as mental and physical well-being. The program provides students with communication assessment, communication access, and communication development for rich opportunities to exchange thoughts, opinions, and information. Communication strategies may include listening and spoken language, signed English language, speech reading, audition, reading, writing, fingerspelling, gesture, and body language. Students who utilize American Sign Language as a first language are instructed through simultaneous communication, utilizing signed English language for literacy development, with conceptual/ASL sign support to enhance comprehension.

10.2 Curricula

The basic curriculum adopted by the State of Texas requires all Texas schools to teach the same content developed for major subject areas to all students; the Texas Essential Knowledge and Skills. Students who are Deaf/Hard of Hearing may require a unique curriculum; however, the majority of students who are Deaf/Hard of Hearing should access the state-mandated curriculum (with accommodations and/or modifications as appropriate). Supplementary instruction is provided with focus on the areas of language, audition, and communication. The SSA parent-infant program primarily makes use of the "SKI*HI" curriculum for infants who are Deaf/Hard of Hearing and their parents. RDSPD teachers work collaboratively with local ECI programs to coordinate services to these

families.

Instruction for students ages 3-5 who are eligible for Early Childhood Special Education services will be based on individual needs in the areas of language development, auditory skills, pre-literacy, and/or pre-academic development.

10.3 Educational Services

The Capital Area SSA provides educational services to children who are Deaf/Hard of Hearing along a continuum, ranging from general education with support services to self-contained classes. Support services shall be provided on a needs basis, and shall include, but not be limited to:

- | | |
|---------------------------------|--------------------------------------|
| *Pupil Appraisal | *Special Transportation Arrangements |
| *Auditory Training | *Parent Education |
| *Speech and Language Assistance | *Public Awareness of Deafness |
| *Itinerant Teachers | *Program Evaluation |
| *Resource Facilities | *Staff Training |
| *Student Counseling | *Program Supervision |
| *Hearing Assistive Technology | *Consultative Services |
| *Interpreting Services | |

10.4 Related Services

Related Services shall be provided in accordance with local, state, and federal rules and regulations governing special education. The ARD committee shall determine student needs and appropriate related services.

11.0 PROGRAM REVIEW

The Capital Area SSA may be evaluated annually and program goals, strategies, and services shall be adjusted accordingly. An outside agency may be selected by the Capital Area SSA Management Board to perform a program evaluation on a contractual basis when deemed necessary.

The RDSPD Program Review is a multi-phase continuous improvement process designed to assist the growth of the RDSPD. It is conducted by the program and supported by a team of individuals who are familiar with the operations of an RDSPD. These individuals, called peer reviewers, provide support by analyzing data, reviewing procedures, and using that information to provide considerations for areas to target as the program develops its action plan for continuous improvement.

The Program Review assesses the program excellence indicators mandated by Texas Education Code Section 29.313, which are aligned with the essential principles for effective education of students who are deaf or hard of hearing. These principles are described in detail in *Optimizing Outcomes for Students who are Deaf or Hard of*

Hearing: Educational Service Guidelines (NASDSE, 2018).

The RDSPD Program Review process is conducted in multiple phases over four years, and feedback from completed reviews shall be used to support continued improvement of program operations.

12.0 EFFECTIVE DATE, RENEWAL, AMENDMENT, AND DISSOLUTION OF THE SHARED SERVICE ARRANGEMENT

12.1 Effective Date

This Capital Area Shared Service Arrangement shall be effective beginning with the 2021-22 school year.

12.2 Renewal

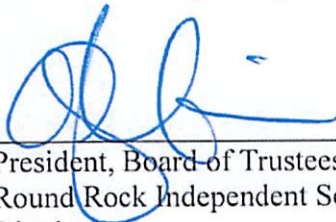
This Capital Area Shared Service Arrangement shall automatically renew annually and shall remain in effect until the parties agree to end it or modify it by amendment.

12.3 Amendment

This Capital Area Shared Service Arrangement shall be amended periodically as determined by the Management Board.

12.4 Dissolution

This Capital Area Shared Service Arrangement shall remain in effect until dissolved by the member districts. All assets remain the property of the fiscal agent regardless of members withdrawing their membership.



President, Board of Trustees
Round Rock Independent School
District

9/18/21

Date

President, Board of Trustees
Bartlett Independent School
District

Date

President, Board of Trustees
Coupland Independent School
District

Date

President, Board of Trustees
Granger Independent School
District

Date

President, Board of Trustees
Taylor Independent School
District

Date

President, Board of Trustees
Thrall Independent School
District

Date

President, Board of Trustees
Burnet Consolidated Independent School
District

Date

President, Board of Trustees
Eanes Independent School
District

Date

President, Board of Trustees
Florence Independent School
District

Date

President, Board of Trustees
Georgetown Independent School
District

Date

President, Board of Trustees
Hutto Independent School
District

Date

President, Board of Trustees
Jarrell Independent School
District

Date

President, Board of Trustees
Lago Vista Independent School
District

Date

President, Board of Trustees
Lake Travis Independent School
District

Date

President, Board of Trustees
Leander Independent School
District

Date

President, Board of Trustees
Liberty Hill Independent School
District

Date

President, Board of Trustees
Manor Independent School
District

Date

President, Board of Trustees
Marble Falls Independent School
District

Date

President, Board of Trustees
Pflugerville Independent School
District

Date

President, Board of Trustees
Llano Independent School
District

Date



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Update to Board Policy DEC (LOCAL) Policy Related to Employee Leaves and Absences

RECOMMENDED ACTION:

For discussion only. Action will be requested at the December 15, 2021 meeting.

RATIONALE

SB 1359 and HB 2073 were bills passed during the 87th Legislative Session that provide new leave available to police officers. SB 1359 requires the district to provide a police officer with paid mental health leave if an officer experiences a traumatic event in the scope of employment. HB 2073 requires the district to provide a police officer with paid quarantine leave if the officer is ordered to quarantine or isolate because of exposure to a communicable disease while on duty. The recommended updates to Board Policy DEC (Local) incorporate these two new required leaves.

Also included for review is a copy of the updated DEC (Regulation) which provides the administrative process for administering these new leave options for district police officers.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

ATTACHMENTS

Draft DEC (LOCAL)
DEC (Regulation)

MEETING DATE

November 17, 2021

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave, except the sick leave bank, shall mean the term of the employee’s annual employment as set by the District, whether full-time or part-time.

For purposes of the sick leave bank, the term “school year” shall mean September 1 through August 31.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Conditions related to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

State and Local Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, leave shall be prorated based on the actual time employed.

If an employee uses more leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays and a total of six days in a school year, except in extenuating circumstances in accordance with administrative regulations.

Local Leave

Each employee shall earn paid leave days in accordance with administrative regulations.

Local leave shall accumulate without limit. Upon resignation, all unused and nonreimbursable sick leave shall be lost.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

**Catastrophic Sick
Leave Bank**

The District shall establish a sick leave bank that employees may join through contribution of local or state personal leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and the employee has exhausted all paid leave.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the catastrophic sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL).

Peace Officers
Mental Health
Leave

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of 3— days of mental health leave per traumatic event, with a maximum of two extensions under certain circumstances. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave and be eligible for an extension;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requestor;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

QuarantineCommun
icable Disease
Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Combined Leave for
Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or
Reduced Schedule
Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of
Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty
Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of
Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

**Temporary Disability
Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave, except that an employee receiving workers' compensation income benefits may choose to receive those benefits in lieu of using paid leave.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

**Moonlighting or
Other Work While on
Leave**

Taking another job or working at another job during normal District work hours while on FMLA leave or any other paid or unpaid leave pursuant to District policy is prohibited and shall be grounds for disciplinary action, up to and including termination in accordance with applicable policy.

**Neutral Absence
Control**

The District may allow for up to ten days of unpaid leave as a grace period after an employee has exhausted all paid or official unpaid leave. If an employee does not return to work after exhausting all paid leave, official unpaid leave if available (FMLA or temporary disability leave) and the grace period, the District shall automatically pursue termination of the employee, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(Regulation)

State Personal Leave State law entitles all eligible employees to five days of paid personal leave per year. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers.

State personal leave may be used for two general purposes: Non-discretionary and Discretionary (see below).

Local Leave Each employee shall earn paid local leave days in accordance with the following schedule:

Local Leave Days Earned

Days Employed During the Year	Professional and all full-time employees (37.5–40 hrs/week)	Nonprofessional part-time employees (20–37.4 hrs/week)
00 – 12	0.0	0.0
13 – 25	0.0	0.0
26 – 38	0.0	0.0
39 – 51	0.0	0.0
52 – 64	0.0	0.0
65 – 77	0.5	0.0
78 – 90	1.0	0.0
91 – 103	1.5	0.0
104 – 116	2.0	0.0
117 – 129	2.5	0.0
130 – 142	3.0	0.0
143 – 155	3.5	0.0
156 – 168	4.0	0.0
169 – 179	4.5	0.0
180 – 194	5.0	0.0
195 – 206	5.5	0.0
207 – 217	6.0	0.5
218 – 223	6.5	1.0
224 +	7.0	1.5

Local leave days may be used for two general purposes: Nondiscretionary and Discretionary (see below).

Requesting Leave Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification.

Requests for leave should be made at least 24 hours in advance, when possible.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(Regulation)

Leave is requested by employees in half-day and full-day increments.

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available.

Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

Deductions

When an employee has used two or fewer leave days than he or she has earned, the District shall deduct the cost of unearned leave days from the employee's paycheck for the month in which the employee used more leave than he or she earned. When an employee has used three or more days of leave more than he or she has earned, the District shall deduct the cost of unearned leave over the balance of the employee's one or more remaining paychecks.

Multiple Assignments

When an employee has multiple assignments, leave will only be earned in the primary assignment.

Recording Absences

Leave shall be recorded by the District as follows:

1. Leave shall be recorded in hour increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before the employee pay is docked.

Available leave shall be used in the order determined by each employee. However, use of catastrophic sick bank leave shall be permitted only after all available state and local leave has been exhausted.

Availability After Separation

An employee who separates from the District forfeits all accrued local leave. If rehired, the previously-accrued local leave is no longer available for use.

Employees who separate from the District may not donate accrued leave to other employees.

Nondiscretionary Use of State and Local Leave

Nondiscretionary use of state personal or local leave can be for the following reasons:

- Illness of the employee.
- Illness of a member of the employee's immediate family.

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- Family emergency.
- Death in the employee's immediate family.
- During military leave.

**Discretionary Use of
State and Local
Leave**

Employees must seek approval for discretionary use of state personal or local leave prior to the absence.

Employees shall seek approval prior to booking travel arrangements, if applicable. The District will not assume any responsibility for any costs or fees that an employee must pay or forfeit due to a denial of a request for discretionary use of state personal or local leave.

Except for approved Extenuating Circumstances, discretionary use of state personal or local leave will be approved or denied using the following considerations and limitations:

- On a first come, first serve basis.
- A maximum of 5% of campus or department employees permitted to be on discretionary leave at the same time.
- Availability of substitutes.
- Impact on the educational program and/or operations.
- May not be taken for more than three (3) consecutive work days
- Use is limited to a cumulative total of six (6) work days in a school year.
- Not allowed to be used on any of the following;
 - Day before a school holiday;
 - Day after a school holiday;
 - Days scheduled for on-campus state-mandated assessments;
 - Professional or staff development days (for those involved in the professional or staff development);
 - First or last day of instruction for each semester.

**Extenuating
Circumstances**

Employees may be allowed to use available paid state personal or local leave on a day or for a duration otherwise not permitted under discretionary use if the employee has an extenuating circumstance that meets the criteria outlined below.

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*Submitting a
Request*

An employee seeking to use available state personal or local leave for an extenuating circumstance must submit the Extenuating Circumstances Leave Request form to his/her supervisor at least five (5) working days in advance of the anticipated leave.

If approved by the supervisor, the supervisor then must submit the written request to the Human Resource Services office for final approval.

An employee shall not be absent from work without written approval of the extenuating circumstance leave. Failing to comply could result in disciplinary consequences up to and including termination under the applicable law and policy.

*Approval of
Extenuating
Circumstances
Leave*

Extenuating circumstances for which an employee may be allowed to use available state personal or local leave include the following:

Priority will be given to the following categories of requests

- Wedding of the employee or employee's immediate family member;
- College orientation or move-in/out of the employee's immediately family member;
- College graduation of the employee or employee's immediate family member;
- Birth of an employee's child or grandchild;
- Child's school event, including a field trip, class party or ceremony, or parent-teacher conference;
- Deployment of employee's immediate family member to military duty.
- Court appearance other than jury duty or subpoena.

See DEC (LOCAL) for definition of "Immediate family member."

Consideration, but not priority, will also be given to the following categories of requests.

- Personal or family trips or vacations;
- Personal gatherings (e.g., reunion, weddings);
- Personal events (e.g., birthday, anniversary).

An employee requesting leave due to one of the above extenuating circumstances must have available paid state personal or local leave accrued.

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Extenuating circumstance leave shall not exceed 5 consecutive work days per absence, even if combined with other leave types.

No other circumstances are considered eligible for extenuating circumstance leave.

Flex Days

See policy DED (LOCAL) and DED (REGULATION).

Catastrophic Sick Leave Bank

Beginning in the 2021-2022 school year, the District will create and administer a catastrophic sick leave bank.

Administration

Purpose

The purpose of the catastrophic sick leave bank is to provide additional sick leave days to members of the bank who have exhausted all accumulated paid state and local leave benefits due to a catastrophic injury or illness of the employee. The catastrophic sick leave bank is a benefit to assist employees in dealing with prolonged, severe, or life-threatening conditions that would otherwise result in a loss of income or loss of job.

The catastrophic sick leave is a collective deposit of state personal and local leave days received from enrolling employees and subsequent contributions from members.

All days deposited in the bank become the property of the catastrophic sick leave bank and are no longer available for use by the individual employee as accrued leave.

All unused days remaining in the catastrophic sick leave bank at the end of a school year will be carried over into the next school year.

School Year

For purposes of the catastrophic sick leave bank only, the school year shall be from September 1 to August 31.

Committee

A sick bank leave committee will administer the catastrophic sick leave bank.

The committee will consist 5 individuals made up of

- Assistant Superintendent for Employee & Community Relations
- Assistant Superintendent for Business Services
- Principal
- Teacher
- Support Staff

The wellness committee will make a recommendation for the teacher, principal, and support staff positions on the committee.

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Responsibilities of the governing committee include

- Approving/denying requests;
- If approved, determining the number of days of leave granted (up to the maximum);

Once a request is submitted, the committee will convene and make a decision as promptly as possible.

All decisions by the committee will be done by majority vote of the committee members present. In the event of a tie, the Assistant Superintendent of Community & Employee Relations will make the final decision.

Committee decisions will be communicated via written notice.

Appeals

Employees who wish to appeal the decision of the sick leave governing committee must follow the employee grievance process outlined in DGBA (LOCAL).

Eligibility and
Enrollment

In order to participate and receive the benefits provided by the catastrophic sick leave bank, an employee must meet certain eligibility requirements and enroll as a member in the catastrophic sick leave bank.

Eligibility

Employees who meet the following criteria are eligible to participate in the catastrophic sick leave bank ("Eligible Employee"):

- A regular District employee in a position that earns leave and requires 10, 11, or 12 months of service.
- Employed by the District for a minimum of one full calendar year.

Enrollment

Open enrollment for membership in the catastrophic sick leave bank occurs annually at the beginning of the school year. The deadline for enrollment each year is the close of business on the last Friday in September, or as otherwise specified each school year by Human Resources.

Any Eligible Employee interested in participating must submit an application to the HR department by the deadline.

For an Eligible Employee to become a member of the catastrophic sick leave bank, the employee must contribute one (1) earned day of state personal or local leave.

If no days were used in the sick bank during the prior school year, Eligible Employees who were enrolled and had contributed during the prior school year will remain enrolled in the catastrophic sick leave bank and will not be required to contribute a day of leave.

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	<p>All members of the catastrophic sick leave bank will be required to deposit one day of earned state personal or local leave if the balance of days in the bank falls below 60 days, or as otherwise determined by the wellness committee.</p> <p>Conditions for which member received medical advice or treatment within the six months before enrollment will not be covered for the first year following his/her enrollment in the bank</p>
<p>Qualifying Conditions</p>	<p>For a member to qualify for use of the catastrophic sick leave bank, the member must have exhausted all state personal and local leave.</p> <p>A member may not receive sick leave days from the bank for a period of disability for which the member receives benefits under the Worker's Compensation Act unless the member has exhausted all workers' compensation temporary income benefits as well as his or her own paid leave.</p> <p>Only absences due to the employee's catastrophic illness or injury are covered by the sick bank leave.</p>
<p><i>Catastrophic Illness or Injury</i></p>	<p>A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions related to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.</p>
<p>Requests for Catastrophic Sick Leave Bank Days</p>	<p>A member must submit a written request for catastrophic sick leave bank days to the HR department on the appropriate form.</p>
<p><i>Requests for Days</i></p>	<p>A request must be made as soon as it is expected that the member's leave balance will not cover the anticipated absence for the catastrophic illness or injury.</p>
<p><i>Number of Days Granted</i></p>	<p>A member may be granted up to 30 days from the catastrophic sick leave bank for any one condition.</p> <p>If a member is initially granted less than 30 days for one condition, the member may submit a request for additional days which will be considered by the committee.</p> <p>Days granted are for working days only and will be not granted for holidays, flex days, or other such days for which the member is not scheduled to work.</p>

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<i>Confidentiality</i>	<p>Any medical information provided shall remain confidential.</p> <p>A member's name will be removed from applications before review by the committee. All requests for leave reviewed by the committee will remain anonymous.</p>
Certification	<p>Medical certification by a health care provider as defined by the Family and Medical Leave Act must be submitted with a request for catastrophic sick leave bank days.</p>
<i>Frequency</i>	<p>Recertification of a medical will be required when a request for additional catastrophic sick leave bank days is made.</p>
<i>Second Opinions</i>	<p>The District reserves the right to request a second opinion to certify the need for leave by a health care provider designated by the District. The District will assume the cost if a second opinion is required.</p>
Termination of Membership & Reinstatement	<p>Membership in the catastrophic sick leave bank shall terminate under any of the following circumstances:</p> <ul style="list-style-type: none">• Separation of employment with the District for any reason.• Suspension without pay of the member.• Voluntary cancellation of membership in writing sent to the Human Resource Services office.<ul style="list-style-type: none">○ An Eligible Employee may seek to rejoin the catastrophic sick leave bank only during the next open enrollment period.• Any abuse or misuse of the catastrophic sick leave bank guidelines or rules as determined by the committee.<ul style="list-style-type: none">○ A member who misuses catastrophic sick leave bank benefits may be required to reimburse the District for any costs incurred.
Procedures for Implementing Family and Medical Leave	<p>Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period measured forward from the date an individual employee's first FMLA leave begins.</p>
Concurrent Use of Paid Leave	<p>FMLA runs concurrently with accrued state personal and local leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury, except that an employee receiving workers' compensation income benefits may choose to receive those benefits in lieu of using paid leave.</p> <p>When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.</p>

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	<p>An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
<p>Fitness-for-Duty Certification</p>	<p>An employee that takes FMLA due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider.</p> <p>When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FMLA designation notice to share with the health care provider.</p> <p>Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.</p>
<p>Failure to Return</p>	<p>If, at the expiration of FMLA, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FMLA when the employee was on unpaid leave.</p>
<p>Peace Officer - Mental Health Leave</p>	<p>A District police officer is entitled to a maximum of 3 work days of mental health leave following their experience with a qualifying traumatic event that occurred in the scope of their employment with the District. Extensions of mental health leave may be available under certain circumstances, as described below.</p>
<p>Traumatic Event Defined</p>	<p>A qualifying "traumatic event" is an incident or event that causes physical, emotional, or psychological harm. The person experiencing the distressing event may feel physically threatened or extremely frightened as a result. Traumatic events are characterized by a sense of horror, helplessness, serious injury, or the threat of serious injury or death.</p> <p>A traumatic event does not include an employee's reaction to interpersonal communications at work or personnel action, including a transfer, promotion, demotion, disciplinary action, or termination.</p> <p>Examples of traumatic events that could qualify for mental health leave include, but are not limited to,</p> <ul style="list-style-type: none">• Fatality. A police officer who, as a direct result of performing the employee's District duties, is involved in or responds to a school-related incident resulting in the fatality of a student, staff member, or patron.

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- Incidents involving serious casualties. A police officer who, as a direct result of performing the employee's District duties, is involved in or responds to an incident involving severe casualty.

Procedures for
Making a Request

A request for mental health leave should be made in writing on the Request for Mental Health Leave form and submitted to the District's Benefits and Leaves Specialist.

The employee will be notified if the request is approved or denied.

All requests for mental health leave will be coordinated with workers' compensation to ensure a first report of injury if filed, as applicable.

Procedures for
Making a Request
for an Extension

Any request for an extension shall be submitted to the District's Benefits and Leaves Specialist and shall be accompanied by documentation from a mental health professional who is counseling or consulting the officer. The request may extend the leave by 3 work days. Each officer may request no more than two extensions per traumatic event, each supported by sufficient documentation by the mental health professional. The extension will be granted upon receipt of sufficient documentation explaining the need for the extension.

Confidentiality

All requests for mental health leave, including the circumstances that lead to the request, will be treated as confidential information to the greatest extent possible. Supervisors will be informed when the leave is granted, but other details will not be shared.

**Peace Officer -
Communicable
Disease Leave**

A commissioned peace officer employed by the District as a police officer pursuant to CKE (Local) is eligible for paid quarantine or isolation leave when ordered by either Austin Public Health or the Superintendent or LTISD Chief of Police to either quarantine or isolate due to possible or known exposure to a communicable disease while on duty.

The period of paid leave is the number of days specified in the order.

The leave will be provided without a deduction in salary or other available leaves.

All requests for communicable disease leave will be coordinated with workers' compensation to ensure a first report of injury if filed, as applicable.

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Definition of Communicable Disease	<p>“Communicable disease” is defined as a notifiable condition by the Texas Department of State Health Services in Title 25 of the Texas Administrative Code Section 97.3.</p>
Procedures for Making a Request	<p>A request for communicable disease leave should be made on the Communicable Disease Leave form and submitted directly to the Chief of Police. This request must include the basis for the requested leave (i.e., the communicable disease and the circumstances surrounding the job-related exposure).</p> <p>The Chief of Police will review the request, gather additional information as necessary, and approve or deny the request.</p> <p>The Chief of Police will then submit the information to the District’s Benefits and Leaves Specialist. The Benefits and Leaves Specialist does have the discretion to gather additional information and seek reconsideration of the approval or denial of the request, if necessary.</p> <p>A copy of the order or other written certification from Austin Public Health must be provided with the request.</p> <p>If quarantine or isolation is ordered by the Chief of Police, this must also be in writing.</p> <p>Certification from a licensed health care provider may also be required to support a medical need for leave.</p>
Reimbursement for Related Expenses	<p>An officer may be eligible for reimbursement or reasonable expenses directly related to the quarantine or isolation including lodging, medical, and transportation. An officer seeking reimbursement must follow board policy DEE (Local) and applicable administrative regulations / procedures.</p>



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Selection of Haddon + Cowan Architects for the CMR-12 Serene Hills Elementary Renovation Project for the Summer of 2022

RECOMMENDED ACTION

To approve the selection of Haddon + Cowan Architects for the CMR-12 Serene Hills Elementary Renovation Project for the Summer of 2022.

RATIONALE

It is the policy of the District that the selection of firms to provide professional services in connection with the District's construction and major maintenance projects be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price. As such, this summer's bond projects have been evaluated and partnered with an approved Architect/Engineering firms (Architect/Engineering pool awarded at the February 2018 Board meeting).

Haddon + Cowan Architects have been selected for the design of Serene Hills Elementary School Renovation Project for the Summer of 2022. The delivery method will be Construction Manager at Risk (CMR-12). The administration will be seeking approval to negotiate and execute a contract with Haddon + Cowan at the next board meeting.

As a reminder, the architects for the other Summer 2022 projects were previously approved by the Board in June 2020 as follows:

- Future Elementary School – Pfluger Architects
- High School Campus (Phase 2) – Pfluger Architects
- Marquee Signs at BCMS, RHES, and LWE – Fields Architects

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

Robert Winovitch – Director of Facilities & Construction

Amber King – General Counsel

ATTACHMENTS

None

MEETING DATE

November 17, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Selection of American Constructors as Contractor for JOC #9 – District Fire Alarm Upgrades Project for the Summer of 2022

RECOMMENDED ACTION

To approve the selection of American Constructors as Contractor for JOC #9 District Fire Alarm Upgrades Project for the Summer of 2022.

RATIONALE

In August 2021, the Board approved the delivery method for the District Fire Alarm Upgrade Project to be done through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for this project. It is expected that the contract with American Constructors for this project will exceed \$100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above \$100,000. The administration will be seeking approval to negotiate and execute a contract with American Constructors at the next board meeting.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

Robert Winovitch – Director of Facilities & Construction

Amber King – General Counsel

ATTACHMENTS

None

MEETING DATE

November 17, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution to Approve Region 10 ESC Purchasing Cooperative

RECOMMENDED ACTION

To approve the Resolution with Region 10 Education Service Center to participate in Equalis Group Purchasing Cooperative.

RATIONALE

Board Policy CH (Local) and CH (Legal) allows the district to purchase through a cooperative purchasing program. A “purchasing cooperative” means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors. By participating in this purchasing cooperative, the district is able to take advantage of “economies of scale.” In addition to saving the district time and money, purchasing cooperatives can also help a district to identify quality vendors with proven track records.

Lake Travis Independent School District administration recommends the approval of the resolution to participate in the Region 10 ESC purchasing cooperative with Equalis Group. In joining this cooperative, the District gains access to more qualified, bid approved vendors. There are no fees associated with this purchasing cooperative.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

ATTACHMENTS

Resolution to participate in the Region 10 ESC Purchasing Cooperative with Equalis Group

MEETING DATE

November 17, 2021



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information		
Agency Name:		
Agency Type:		
Agency Department:		
Street Address:		
City / St / Zip:		
Phone #:		
Federal Tax ID:		
Website URL:		

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution of the Board Regarding Local Remote Learning Program

RECOMMENDED ACTION

Adoption of the Resolution of the Board Regarding Local Remote Learning Program.

RATIONALE

Texas Education Code 29.9091 allows the district to operate a local remote learning program in accordance with statutory requirements.

Pursuant to TEC 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction. Proposed amendments to the Student Attendance Accounting Handbook provide that a board-approved local policy determines which instructional methods and attendance-taking methods a district will use. Due to the schedule of synchronous and asynchronous instruction for LTISD's temporary virtual school, the official attendance taking times (OAT) for virtual learners are different from the OAT for in-person learners.

Pursuant to TEC 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent, Curriculum & Instruction
Dr. Lyndsa Benton - Director of Elementary Curriculum & Instruction

ATTACHMENTS

Resolution of the Board Regarding Local Remote Learning Program

MEETING DATE

November 17, 2021

Resolution of the Board Regarding Local Remote Learning Program

WHEREAS, pursuant to Education Code 29.9091, a district may operate a local remote learning program in accordance with the statutory requirements;

WHEREAS, pursuant to Education Code 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction, and proposed amendments to the *Student Attendance Accounting Handbook* provide that a board-approved local policy determines which instructional methods and attendance-taking methods the district will use; and

WHEREAS, pursuant to Education Code 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program provided under Education Code 29.9091.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Lake Travis Independent School District through this resolution, which has the effect of board-adopted policy, approves the following provisions:

- The Board authorizes the District to operate a local remote learning program as permitted by law and employ the following instructional and attendance-taking methods in providing its remote learning program:
 - A combination of remote synchronous and asynchronous instruction, with daily attendance for synchronous instruction taken at the following times per grade level:

Kindergarten	8:00am
1st grade	8:00am
2nd grade	8:00am
3rd grade	9:00am
4th grade	8:00am
5th grade	8:00am
6th grade	10:00am

and attendance for asynchronous instruction determined through a daily attendance measure as described in the District’s asynchronous instructional plan.
- An eligible student participating in the District’s local remote learning program is exempt from the requirements of Education Code 25.092 regarding minimum attendance for award or credit or a final grade and the application of policy FEC(LOCAL) for the following courses offered in the remote learning program:

Art 6 and Physical Education 6

The authority granted by this resolution shall apply for the 2021–22 school year, unless the Board takes further action.

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board of Trustees.

John Aouelle, Board President

Lauren White, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Memorandum of Understanding Between the Lake Travis ISD and the Board of Directors of Lake Travis Education Foundation Regarding the LT Alumni & Friends Program

RECOMMENDED ACTION

Authorize execution of the Memorandum of Understanding Between the Lake Travis ISD and the Board of Directors of Lake Travis Education Foundation Regarding the LT Alumni & Friends Program

RATIONALE

Lake Travis ISD recognizes the importance of having an alumni program to build lasting relationships with its students, staff and community. Together with the Lake Travis Education Foundation, LTISD is eager to begin alumni engagement relations. LTISD recognizes that developing and maintaining a strong Alumni Program will help to support the District's educational programs and activities; support the Board's goals; serve the best interests of the District; serve a public purpose; and result in continued benefits to the District. As a step in this process, LTISD and LTEF seek to enter into an agreement that establishes their respective responsibilities and expectations for launching and supporting the LT Alumni & Friends Program.

BUDGET PROVISIONS

Estimated program cost is \$11,050 annually of which LTISD will be responsible for 50% of the first year only.

RESOURCE PERSONNEL

Amber King – General Counsel

Katie Kauffman – Executive Director of the Lake Travis Education Foundation

ATTACHMENTS

Draft Memorandum of Understanding

MEETING DATE

November 17, 2021

MEMORANDUM OF UNDERSTANDING
Between the
Lake Travis Independent School District
and the
Board of Directors of the Lake Travis Education Foundation
Regarding the LT Alumni & Friends Program

This Memorandum of Understanding is between the Board of Trustees (the “LTISD Board”) of the Lake Travis Independent School District (“LTISD” or the “District”) and the Board of Directors (“Foundation Board”) of the Lake Travis Education Foundation (“LTEF” or the “Foundation”).

WHEREAS, the District is a political subdivision of the State of Texas and an independent public school system located in Travis County, Texas; and

WHEREAS, the Foundation is a Texas nonprofit corporation recognized under section 501(c)(3) of the Internal Revenue Code as exempt from federal income taxes; and

WHEREAS, the Foundation is organized and operated exclusively for charitable purposes to benefit the District; and

WHEREAS, on May 22, 2013, the parties entered into a Memorandum of Understanding (MOU) to memorialize the nature of the parties’ relationship and mutually acknowledge the respective obligations and rights of the parties in the future;

WHEREAS, the parties now seek to collaboratively launch and support the LT Alumni & Friends Program (the “Program”) for students and staff to engage, embrace, and continue the tradition of the District;

WHEREAS, the parties desire to enter into this MOU to establish their respective responsibilities and expectations for launching and supporting the LT Alumni & Friends Program;

THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the District and the Foundation agree as follows:

A. **Public Purposes:** The LTISD Board recognizes that developing and maintaining a strong Program will help to support the District’s educational programs and activities; support the Board’s goals; serve the best interests of the District; serve a public purpose; and result in continued benefits to the District. The Board additionally recognizes the following educational public purposes for the District’s support of the Program:

1. The District has received benefits from its partnership with and investment in the Foundation through the Foundation’s numerous grants and donations that benefit the District’s students, staff, and instructional programs and expects to continue to receive benefits from the Foundation in the future.
2. Continuing the momentum that has been achieved in maximizing alternative revenue sources through the Foundation requires a continued commitment from the District.

3. Connecting with District alumni and friends helps to increase community involvement in raising money for educational programs and results in constituents' tangible and intangible investment in the school district and further creates a legitimate expectation from the community that the District will continue to devote resources to support the Foundation.
4. Community support for the District is facilitated and enhanced by a robust alumni program. Utilizing District resources and/or personnel to assist with the launch and support of the program serves a recognized public purpose.
5. The Foundation will provide revenues it obtains to the District for the betterment of the District's educational programs and the tangible and intangible benefits that the Foundation returns to the District will exceed the financial support that the District provides to the Foundation.

B. **Term:** This Memorandum of Understanding shall be effective as of the last date executed below and, except as otherwise provided herein, shall continue until either party provides written notice to the other of its intention to withdraw. Such withdrawal shall be effective 60 days after receipt of the written notice.

- C. **The Program:** The primary components of the Program are as follows:
1. Build an online database and platform to help connect with District alumni and friends;
 2. Communicate with Program members about District events and activities;
 3. Provide scholarship(s) to graduating District seniors and long-term philanthropy to further the District's mission and tradition of excellence; and
 4. Recognize and support alumni through recognition, awards, events, resources for reunions, and tours.

D. **Responsibilities:** It is vital that the District and Foundation communicate clearly, accurately, and efficiently about their activities, both with each other and with the community.

The Foundation's responsibilities and duties related to the Program include:

1. Contract with Alumni platform (i.e. Alumni Nations) for the establishment, launch and ongoing support of the Program;
2. For the first year of the Program, pay 50% of the cost of the Program; for all years after that, pay 100% of the cost of the Program;
3. Manage day-to-day Finances and provide regular fiscal reporting to the District;
4. Develop and Build Founder's Circle Program and Alumni Partnership Opportunities;
5. Coordinate with the District on special events and programming;
6. Facilitate Alumni scholarship program; and
7. Coordinate with the identified District representative on all decisions, communications, products, etc. related to the Program. In the event of a dispute, all final decisions are made by the District.

The District's responsibilities and duties related to the Program include:

1. For the first year of the Program, pay 50% of the cost of the Program;
2. Manage shared financial oversight and regular fiscal reporting;

3. Provide and manage personnel for day-to-day operations including data acquisition and records management, communications, marketing, and special events planning and programming; and
4. Coordinate with the identified Foundation representative on all decisions, communications, products, etc. related to the Program. In the event of a dispute, all final decisions are made by the District.

E. **Trademark License:** The District is the sole and exclusive owner of the “LT” trademark. The District hereby grants to the Foundation a non-exclusive, royalty-free license to use the LT trademark or its derivatives on products, materials, papers, websites, etc. for the sole purpose of carrying out the terms of this Agreement. The Foundation may not grant a sublicense to any third party without the prior written consent of the District.

F. **Use of Data and Shared Information:** For purposes of this Agreement, the Foundation performs an institutional service or function for which the District would otherwise use employees and is under the direct control of the District with respect to the use and maintenance of the education records. The Foundation, therefore, is considered a “school official” under the Family Educational Rights and Privacy Act (FERPA), 34 C.F.R. §99.31(a)(1)(B), and may access student education records accordingly. The Foundation may access only those records in which it has a legitimate educational interest. The Foundation may only use the education records for purposes of carrying out this Agreement and may not use the data for any other unrelated purpose. The Foundation is subject to the requirements of 34 C.F.R. §99.33 governing the use and redisclosure of personally identifiable information from education records.

In accordance with 34 C.F.R. §99.33(b), the Foundation may make further disclosures of education records to Alumni Nations, a contractor performing an institutional service or function for which the District would otherwise use employees and is under the direct control of the District with respect to the use and maintenance of the education records. The Foundation must ensure that access by Alumni Nations is only for the purpose of carrying out this Agreement and only to those records in which it has a legitimate educational interest. Alumni Nations is subject to the requirements of 34 C.F.R. §99.33 governing the use and redisclosure of personally identifiable information from education records.

<p>Lake Travis ISD Board of Trustees</p> <p>By: _____ John Aouelle, President</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Lauren White, Secretary</p>	<p>Lake Travis Education Foundation Board of Trustees</p> <p>By: _____ President</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Secretary</p>
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AGENDA ITEM ACTION SHEET

AGENDA ITEM

Letter Agreement Between Lake Travis ISD and West Travis County PUA for the Reservation of Service Capacity and Acquisition of Easement Rights

RECOMMENDED ACTION

Approve the Superintendent or designee to execute the letter agreement between Lake Travis ISD and West Travis County PUA for the reservation of service capacity and acquisition of easement rights.

RATIONALE

Lake Travis ISD has requested from the West Travis County Public Utility Agency (WTCPUA) a commitment and reservation of 11 LUEs of retail water service on the Highway 71 / Hamilton Pool Road water system to LTISD in exchange for an easement to be granted by LTISD to WTCPUA for planned facilities on Hamilton Pool Road. The Letter Agreement officially commits the allocation by WTCPUA of 11 LUEs of retail water service to be used by LTISD for school facilities at a location to be determined by LTISD. The term of the commitment to reserve the capacity is for 5 years with the ability for LTISD to request an additional 3-year extension. The administration believes that the commitment and reservation of water capacity for its use is sufficient consideration for the granting of the requested easement, and recommends approval of the exchange.

BUDGET PROVISIONS

Water Reservation Fees as applicable per WTCPUA Tariff and policies

RESOURCE PERSONNEL

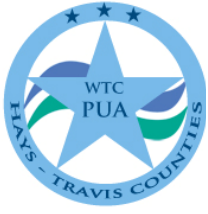
Amber King – General Counsel
Robert Winovitch – Director of Facilities & Construction

ATTACHMENTS

Letter Agreement

MEETING DATE

November 17, 2021



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

September 16, 2021

Mr. Paul Norton, Superintendent
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738

Re: Letter Agreement; Reservation of Service Capacity and Acquisition of Easement Rights

Dear Mr. Norton:

The West Travis County Public Utility Agency (WTCPUA) has received your letter dated July 8, 2021, requesting a commitment of 11 LUEs of retail water service on the Highway 71/Hamilton Pool Road water system to Lake Travis Independent School District (LTISD) in exchange for an easement to be granted by LTISD to the WTCPUA for planned facilities on Hamilton Pool Road. This letter (Letter Agreement) commits the allocation of 11 LUEs of retail water service (Retail Water Service) to be used for a school campus and related facilities at a location to be determined by LTISD (Proposed Project) and is approved subject to the Parties complying with the Conditions and Covenants below:

CONDITIONS AND COVENANTS

1. LTISD enters into a Non-Standard Water Service Agreement with the WTCPUA for eleven (11) LUEs of water service within five (5) years of the date of this Letter Agreement.
2. LTISD shall construct, at LTISD's sole cost and expense, all water service facilities required to deliver the Retail Water Service to the Proposed Project (the Facilities), including water lines and related facilities to be owned and operated by LTISD (LTISD Facilities) in compliance with the WTCPUA Rules and Policies. LTISD shall submit all Plans and Specifications for all water service facilities required to deliver the Retail Water Service to the Proposed Project to be conveyed to the WTCPUA (WTCPUA Facilities) and the LTISD Facilities to the WTCPUA for review and approval prior to commencement of construction. Construction of the Facilities shall be subject to all WTCPUA Rules and Policies.
3. Prior to release of plans for construction, LTISD shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide Retail Water Service to the Proposed Project.

November 10, 2021

4. The WTCPUA will inspect and accept the Facilities per the approved construction plans and specifications.
5. LTISD, at its sole cost and expense, will grant to the WTCPUA all on-site and off-site easements necessary for the PUA to own and operate the WTCPUA Facilities.
6. Prior to release of water meters for the Proposed Project, LTISD shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees.
7. LTISD shall pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies commencing six (6) months from the Effective Date of this Letter Agreement. Reservation fees shall be paid for all LUEs committed pursuant to this Letter Agreement for every year for which the LUES are reserved on each anniversary of the Effective Date of this Letter Agreement. Failure to pay reservation fees shall be considered a default of this Letter Agreement, at which time the WTCPUA may terminate the reservation of any unused capacity; provided, however, the WTCPUA may not terminate the reservation of any unused capacity until the WTCPUA has notified LTISD in writing of the default. LTISD may cure any default of this paragraph by paying the reservation fees within thirty (30) days of LTISD's receipt of the notice of default.
8. LTISD shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to the Retail Water Service, as amended from time to time by the WTCPUA Board of Directors.
9. LTISD shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000.
10. This Letter Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.
11. In the event that the performance by WTCPUA of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such

November 10, 2021

performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto. WTCPUA will provide LTISD written notice of a force majeure event affecting WTCPUA ability to provide the Retail Water Service once LTISD has met all requirements of this Letter Agreement and applicable WTCPUA Tariff, policies, rules and regulations.

12. LTISD may extend this Letter Agreement one time for a period of time not to exceed three (3) years after the fifth (5th) anniversary of the date of this Letter Agreement. LTISD may exercise the right to extend the term of this Letter Agreement by delivery of a written notice of extension prior to the fifth (5th) anniversary of the date of this Letter Agreement.
13. In consideration of WTCPUA agreeing to the commitment and reservation of the Retail Water Service to LTISD in accordance with the terms of this Letter Agreement, LTISD agrees to grant the WTCPUA a 15-foot wide waterline easement across LTISD property (Easement), as described in the attached field notes and survey plat attached as **Exhibit A**. The form of the Easement is attached as **Exhibit B**.
14. This Letter Agreement may be executed in two identical counterparts which, taken together, will constitute collectively one agreement but in making proof of this Letter Agreement, it will not be necessary to produce or account for more than one such counterpart.

Please be advised that if, for any reason, system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that WTCPUA will not provide direct fire flow service to the Property and, as such, LTISD may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

If you have any questions concerning this matter, please contact Reuben Ramirez at 512-263-0100.

Sincerely,

Jennifer Riechers
General Manager

November 10, 2021

AGREED TO:

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a political subdivision and an independent school district created under the laws of the State of Texas

By: _____
Name: Paul Norton, Superintendent
Date: _____

Cc: Reuben Ramirez
Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Stefanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Permanent Waterline Easement for West Travis County Public Utility Authority at the Vail Divide Extension and Hamilton Pool Road

RECOMMENDED ACTION

Approve the Superintendent or designee to execute the permanent waterline easement for West Travis County PUA at the Vail Divide Extension and Hamilton Pool Road area.

RATIONALE

Lake Travis ISD has requested from the West Travis County Public Utility Agency (WTCPUA) a commitment and reservation of 11 LUEs of retail water service on the Highway 71 / Hamilton Pool Road water system to LTISD in exchange for an easement to be granted by LTISD to WTCPUA for planned facilities on Hamilton Pool Road. The administration believes that the commitment and reservation of water capacity for its use is sufficient consideration for the granting of the requested easement.

The permanent, nonexclusive waterline easement that would be granted to WTCPUA is an approximately .66 acre tract at the intersection of the new Vail Divide Extension and Hamilton Pool Road, as demonstrated in the attached exhibit. The easement would allow WTCPUA to use the land for purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading, and activities related thereto for underground water lines and related facilities and equipment, including connections therewith (the "FACILITIES") upon, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery that may encroach on the Easement Property. The easement would be permanent and irrevocable.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King – General Counsel
Robert Winovitch – Director of Facilities & Construction

ATTACHMENTS

Permanent Waterline Easement Agreement
Survey

MEETING DATE

November 17, 2021

AND THE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND THE ACCOMPANYING SKETCH IN THE ATTACHED EXHIBIT A (THE "EASEMENT PROPERTY").

PURPOSE OF EASEMENT:

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities related thereto underground water lines and related facilities and equipment, including connections therewith (the "FACILITIES") upon, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery that may encroach on the Easement Property.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

NON-EXCLUSIVITY

GRANTEE'S easement rights within the Easement Property shall be non-exclusive.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the right to use the Easement Property for the installation and operation of water lines. GRANTEE acknowledges, agrees, and accepts the Easement subject to the construction of Vail Divide across the Easement Property and GRANTOR's intent to then convey Vail Divide, including the land subject to the Easement Property to Travis County, Texas for ownership, operation, and maintenance. GRANTOR further agrees that GRANTEE'S duty to restore the Easement Property and any improvements thereon shall be limited to substantially the same surface as existed prior to GRANTEE'S work. GRANTOR further agrees to provide GRANTEE with immediate access to the Easement Property when required for GRANTEE to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Facilities. GRANTEE shall provide GRANTOR at least thirty (30) and no more than sixty (60) days advanced written notice of GRANTEE'S intent to begin installation of a water line within the Easement Property.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

BINDING EFFECT:

This agreement will run with the land and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise, subject to the matters set forth herein.

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of _____ 2021.

GRANTOR:

Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Paul Norton
Title: Superintendent

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Paul Norton, Superintendent of the Lake Travis Independent School District, on behalf of said school district.

Notary Public, State of Texas

ACCEPTED:

**GRANTEE:
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Jennifer Riechers, General Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jennifer Riechers, General Manager of the West Travis County Public Utility Agency on behalf of said Agency.

Notary Public, State of Texas
Printed Name: _____
My Commission expires:

After recording, please return to:
Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress, Suite 1900
Austin, Texas 78701

EXHIBIT A

DESCRIPTION OF A 0.06 ACRE TRACT, PREPARED FOR EASEMENT PURPOSES ONLY, BY DELTA SURVEY GROUP INC., IN MAY 2021, LOCATED IN THE WILLIAM CONRADI SURVEY, ABSTRACT NO. 211, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 5.47 ACRE TRACT CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, DESCRIBED IN DOCUMENT NUMBER 2018014123, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.06 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a concrete monument found in the north right-of-way (ROW) line of Hamilton Pool Road (ROW varies) same being in the south line of said 5.47 acre tract, for the **POINT OF COMMENCEMENT**;

THENCE with said common line S68°04'38"W a distance of 132.62 feet to a ½ inch iron rod with "Delta Survey" cap found for the south west corner of said 5.47 acre tract, same being the east corner of a remainder of a 36.92 acre tract conveyed to Cecil D. Perkins and Mozelle W. Perkins, described in Volume 5935, Page 1990, Deed Records, Travis County, Texas, and also being the south corner of a 0.723 acre tract conveyed to Cecil D. Perkins, described in Volume 12830, Page 433 Real Property Records, Travis County, Texas;

THENCE leaving said north ROW line and with the west line of said 5.47 acre tract, same being the east line of said 0.723 acre tract, N02°16'43"E a distance of 12.05 feet to a calculated point for the **POINT OF BEGINNING**;

THENCE with said common line N02°16'43"E a distance of 19.05 feet to a calculated point;

THENCE leaving said common line and crossing said 5.47 acre tract, the following three (3) courses and distances:

1. with the arc of a curve to the right an arc distance of 130.71 feet, through a central angle of 09°25'33", having a radius of 794.50 feet, and whose chord bears N59°21'16"E, a distance of 130.56 feet to a calculated point,
2. with the arc of a curve to the right an arc distance of 18.80 feet, through a central angle of 01°21'19", having a radius of 794.50 feet, and whose chord bears N64°35'25"E, a distance of 18.79 feet to a calculated point, and
3. with the arc of a curve to the left an arc distance of 21.33 feet, through a central angle of 02°13'13", having a radius of 550.50 feet, and whose chord bears N64°09'28"E, a distance of 21.33 feet to a calculated point in the east line of said 5.47 acre tract, same being the west line of a 5.2389 acre tract conveyed to Cecil D. Perkins, described in Document Number 2009188320, Official Public Records, Travis County, Texas;

THENCE with said common line S64°25'10"E, a distance of 18.75 feet to a calculated point,

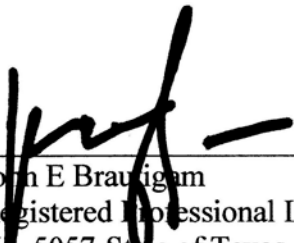
THENCE leaving said common line and with the north line of a 0.0952 acre waterline easement described in Document Number 2006082965, Official Public Records, Travis County, Texas, and crossing said 5.47 acre tract, the following three (3) courses and distances:

1. with the arc of a curve to the right an arc distance of 33.32 feet, through a central angle of $03^{\circ}22'34''$, having a radius of 565.50 feet, and whose chord bears $S63^{\circ}34'48''W$, a distance of 33.32 feet to a calculated point,
2. with the arc of a curve to the left an arc distance of 18.46 feet, through a central angle of $01^{\circ}21'25''$, having a radius of 779.50 feet, and whose chord bears $S64^{\circ}35'22''W$, a distance of 18.46 feet to a calculated point, and
3. with the arc of a curve to the left an arc distance of 139.89 feet, through a central angle of $10^{\circ}16'57''$, having a radius of 779.50 feet, and whose chord bears $S58^{\circ}55'39''W$, a distance of 139.71 feet for the **POINT OF BEGINNING**, and containing 0.06 acres, more or less.

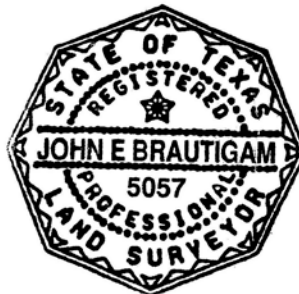
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

05-19-21

Date



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
WWW.DELTASURVEYGROUP.COM
johnb@deltasurveygroup.com
TBPLS Firm No. 10004700



GRAPHIC SCALE
1" = 100'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	794.50'	130.71'	130.56'	N59°21'16"E	9°25'33"
C2	794.50'	18.80'	18.79'	N64°35'25"E	1°21'19"
C3	550.50'	21.33'	21.33'	N64°09'28"E	2°13'13"
C4	565.50'	33.32'	33.32'	S63°34'48"W	3°22'34"
C5	779.50'	18.46'	18.46'	S64°35'22"W	1°21'25"
C6	779.50'	139.89'	139.71'	S58°55'39"W	10°16'57"

LINE	BEARING	DISTANCE
L1	N02°16'43"E	12.05'
L2	N02°16'43"E	19.05'
L3	S64°25'10"E	18.75'

WILLIAM CONRADI SURVEY
ABSTRACT NO. 211
TRAVIS COUNTY, TEXAS
MAY 2021
PAGE 3 OF 3

LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT
5.47AC
DOC. NO. 2018014123
O.P.R.T.C.TX

CECIL D. PERKINS
5.2389 AC
DOC. NO. 2009188320
O.P.R.T.C.TX

CECIL D. PERKINS
0.723 ACRES
VOL. 12830 PG. 433
R.P.R.T.C.TX

CECIL D. PERKINS AND
MOZELLE W. PERKINS
REMAINDER OF 36.92 ACRES
VOL. 5935, PG. 1990
D.R.T.C.TX

0.4337 ACRE
WATERLINE EASEMENT
DOC. NO. 200703912
O.P.R.T.C.TX.

0.0952 ACRE
WATERLINE EASEMENT
DOC. NO. 2006082965
O.P.R.T.C.TX.

HAMILTON POOL ROAD
(ROW VARIES)

LEGEND

- CONCRETE MONUMENT FOUND
- ⊕ 1/2 INCH IRON ROD SET WITH "DELTA SURVEY" CAP FOUND
- D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX. REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SKETCH TO ACCOMPANY FIELD NOTES

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX 78745
office: (512) 282-5200 fax: (512) 282-5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM No. 10004700

QUAD SHINGLE HILLS
PROJECT SWEETWATER CROSSING
DWG. 0.06 ACRE WATERLINE EASEMENT



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 111721-01 Authorizing the Execution of a Tax Resale Deed for Property Number 01-3976-0446-0000

RECOMMENDED ACTION

Execute the Tax Resale Deed for Property Number 01-3976-0446-0000

RATIONALE

The Travis County Tax Office assists in the collection of property taxes on behalf of Lake Travis Independent School District. When necessary, the Travis County Tax Office initiates foreclosure proceedings as a final effort to collect delinquent property taxes. Property that has been foreclosed on becomes available for public sale. Parcel Number 01-3976-0446-0000 is located within the taxing jurisdiction of Lake Travis Independent School District, and was acquired by the taxing jurisdictions through a tax foreclosure judgment against the property. Fairway Villas HOA of Lakeway, Inc. ("Grantee") has acquired this property pursuant to Texas Tax Code §34.04. Lake Travis ISD must now approve the resale deed of this property to the new owner.

BUDGET PROVISIONS

N/A

RESOURCE PERSONNEL

Amber King - General Counsel

ATTACHMENTS

Resolution No. 111721-01
Tax Resale Deed

MEETING DATE

November 17, 2021

Resolution No. 111721-01

THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

**Resolution Authorizing Execution of a Tax Resale Deed for Property No.
01-3976-0446-0000**

WHEREAS, the Travis County Tax Office assists in the collection of property taxes on behalf of Lake Travis Independent School District; and

WHEREAS, when necessary, the Travis County Tax Office initiates foreclosure proceedings as a final effort to collect delinquent property taxes; and

WHEREAS, property that has been foreclosed on becomes available for public sale; and

WHEREAS, Parcel Number 01-3976-0446-0000 is located within the taxing jurisdiction of Lake Travis Independent School District, and was acquired by the taxing jurisdictions through a tax foreclosure judgment against the property; and

WHEREAS, Fairway Villas HOA of Lakeway, Inc. (“Grantee”) has acquired this property pursuant to Texas Tax Code §34.04; and

WHEREAS, Lake Travis ISD must now approve the resale deed of this property to the new owner.

IT IS THEREFORE RESOLVED THAT, the Board of Trustees of the Lake Travis Independent School District hereby grants, sales, and conveys unto said Grantee all right, title, and interest in said property being located in Travis County, Texas, as described as follows:

Parcel Number 01-3976-0446-0000, Lot 6B, Fairway Villas PUD, Plat No. 96/300 as described in Volume 12864, Page 35, Volume 12864, Page 55 and the attached plat map (96/300) of the Deed Records of Travis County,

RESOLVED, that it is hereby found, determined and declared that sufficient notice of the date, time, place and subject of the meeting of the Board of Trustees of the Lake Travis Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves, and confirms such written notice and posting thereof.

SIGNED this 17 day of November, 2021

By: _____
John Aouelle, President

ATTEST:

Lauren White, Secretary

CERTIFICATE FOR RESOLUTION No. 111721-01

I hereby certify that the foregoing Resolution No. 111721-01 was presented to the Board of Trustees of the Lake Travis Independent School District during a meeting on November 17, 2021. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____ day of _____, 2021.

John Aouelle
President, Board of Trustees

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared John Aouelle, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that he is the President of the Board of Trustees of the Lake Travis Independent School District; that he was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on November 17, 2021; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2021.

Notary Public, State of Texas

DELIA GARZA
COUNTY ATTORNEY

LUCIO DEL TORO
FIRST ASSISTANT

SHERINE E. THOMAS
EXECUTIVE COUNTY ATTORNEY

314 W. 11TH, STREET
GRANGER BLDG., SUITE 500
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



COLLECTIONS DIVISION

SHARON TALLEY, DIRECTOR

KARON Y. WRIGHT †

JAVIER B. GUTIERREZ

JASON STARKS

† MEMBER OF THE COLLEGE
OF THE STATE BAR OF TEXAS

††† BOARD CERTIFIED, BUSINESS
BANKRUPTCY LAW, TEXAS BOARD OF
LEGAL SPECIALIZATION

October 5, 2021

Travis County Emergency Services District No. 6
P.O. Box 340196
15304 Pheasant Lane
Lakeway, Texas 78734

Ms. Kim Flasch
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78734

Mr. Michael Geeslin
President and CEO
Travis County Healthcare District
1111 E. Cesar Chavez, Ste. B
Austin, Texas 78702

Ms. Julie Oakley, City Manager
City of Lakeway
1102 Lohmans Crossing Road
Lakeway, Texas 78734-4470

Mr. Earl Foster, General Manager
Lakeway Municipal Utility District
1097 Lohmans Crossing
Lakeway, Texas 78734-4459

Re: Lake Travis ISD Resale Deed

Dear Sir and Madam:

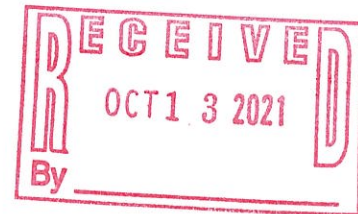
Enclosed please find one (1) resale deed for Lake Travis Independent School District lots that have been sold pursuant to Texas Tax Code §34.04. Please have appropriate person sign the deed and have his/her signature notarized. Once completed please return to this office in the enclosed envelope.

If you have any further questions please feel free to contact me at 512-854-4150.

Sincerely,

/s/ Erin Richardson

Erin Richardson
Paralegal



TAX RESALE DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That Travis County, City of Lakeway, Lake Travis Independent School District, Travis County Hospital District, Lakeway Municipal Utilities District, and Travis County Emergency Services District No. 6 each acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,500.00 cash in hand paid by

Fairway Villas HOA of Lakeway, Inc.
1407 Lakeway Drive
Lakeway, Texas 78734

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, hereby grant, sale and convey and by these presents do grant, sale and convey unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. GV-504970 in the district court of said county, said property being located in Travis County, Texas, and described as follows:

Parcel Number 01-3976-0446-0000:
Lot 6B, Fairway Villas P.U.D., Plat No. 96/300 as described
in Volume 12864, Page 35, Volume 12864, Page 55 and the
attached plat map (96/300) of the Deed Records of Travis
County, Texas

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein. The liens foreclosed by the judgment are discharged and extinguished by virtue of this conveyance.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Renewal of Grazing License between Lake Travis ISD and Jeanene Williams on Approximately 45 acres of Land off Highway 71

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

The District currently has in place a grazing license with Jeanene Williams on approximately 45 acres of land which is a part of a larger 89-acre tract of real property off of State Highway 71 owned by the District (further depicted and described in Exhibit B to the Renewal Grazing License). The District has had a license agreement with Ms. Williams for the past three years. Ms. Williams has expressed an interest in renewing the license for another one-year term. The Administration recommends renewing a one-year, non-exclusive grazing license with Ms. Williams. The License permits Ms. Williams to use the 45 acres of land for the sole purpose of pasturing and grazing livestock and operating vehicles on the property for purposes directly related to the pasturing and grazing of the livestock. As consideration to LTISD, Ms. Williams is required to keep and maintain the property and appurtenances thereto in good sanitary condition and repair during the term of the License. The Administration believes that permitting Ms. Williams to have limited use of the property before and until the property is necessary for LTISD's use constitutes a benefit to both LTISD and Ms. Williams.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King, General Counsel

ATTACHMENTS

Renewal Grazing License 2021
Exhibits A and B

MEETING DATE

November 17, 2021

RENEWAL GRAZING LICENSE

THIS RENEWAL GRAZING LICENSE (“License”) is dated effective as of the Effective Date below, by and between **LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**, a public school and political subdivision of the State of Texas (“LTISD”), and **JEANENE C. WILLIAMS**, an individual (“Williams”). LTISD intends to lease 2 fenced pastures for grazing to Williams in return for a fee and the promise to upkeep and repair the larger 89-acre tract which contains the pastures.

1. Premises. LTISD hereby grants Williams a non-exclusive license, subject to all easements now existing or which LTISD may grant in the future, to two fenced pastures depicted by dotted lines in Exhibit A (collectively referred to as the “Property”) on a certain approximately 89 acre tract of real property known as the Hinton Tract, located on Hwy 71 W at Bee Creek in Travis County, Texas and further described and/or depicted in Exhibit B (all 89 acres inclusive of the Property collectively referred to as the “Hinton Tract”) attached hereto and made a part hereof, on the terms and conditions set forth below.

2. Term. The Term of this License (the “Term”) shall commence on the Effective Date and shall end one (1) calendar year after the Effective Date (the “Expiration Date”); provided, however, that Williams may vacate the Hinton Tract and terminate this License prior to the Expiration Date by delivering not less than thirty (30) days prior written notice of such termination to LTISD. LTISD may terminate this License without cause by providing Williams no less than thirty (30) days prior written notice prior to the date that Williams must vacate the Hinton Tract. LTISD may terminate this License immediately for good cause, as determined by LTISD. Good cause specifically includes, but is not limited to, a danger to students, staff, or the general public, failure to maintain the Hinton Tract, breach of this License, or a likelihood of liability of any kind.

3. Permitted Use. Williams may use the Property for the purpose of pasturing and grazing livestock. Williams may operate vehicles on the Hinton Tract for purposes directly related to the pasturing and grazing of the livestock on the Property. Williams agrees to use the highest standards of animal husbandry in grazing the Property. Notwithstanding the foregoing, Williams’s use shall not interfere with LTISD’s use of the Hinton Tract. LTISD makes no guarantee as to the volume, condition or quality of the standing forage. Williams shall keep all livestock and animals within securely fenced portions of the Property only.

4. Non-Permitted Uses. Williams shall not use the Hinton Tract for any purpose other than identified in paragraph 3 above. Specifically, but without limiting the non-permitted uses, Williams shall not operate vehicles on the Hinton Tract for recreational or any other purposes not directly related to the pasturing and grazing of the livestock. Williams shall not create or allow a nuisance or permit any waste of the Hinton Tract. Williams shall not use or store, and shall not permit the use or storage of, any hazardous materials, trash, or litter on the Hinton Tract. Williams shall not hunt or fish on the Hinton Tract or allow any other person to do so. This Agreement does not grant Williams access to or use of any LTISD facility or building whether on the Hinton Tract or not, nor any property other than the identified Hinton Tract. Williams agrees not to change the locks or otherwise prevent LTISD from entering the Hinton Tract or the Property.

5. Rent. Except as provided in paragraph 18 below, Williams acknowledges, accepts and agrees that this License is without payment of rent to LTISD. As consideration to LTISD, Williams as a condition precedent and subsequent to this License, shall keep and maintain the Property and appurtenances thereto in good sanitary condition and repair during the term of this License. LTISD has determined that permitting Williams to have limited use of the Property before and until the Property is necessary for LTISD’s use constitutes a benefit to both LTISD and Williams.

6. Insurance. Williams shall maintain liability insurance with a combined single limit coverage of at least \$1,000,000.00 during the Term and any period of Holdover (as hereinafter defined) naming LTISD as an

additional insured. Such policy shall be issued by an insurer reasonably acceptable to LTISD. Williams shall deliver to LTISD an original certificate of liability insurance issued by the insurer, or a copy of Williams's policy, evidencing the required coverage. Any and all insurance policies required of Williams under this License shall contain a waiver of subrogation of any right against LTISD, or any insurance policy owned or held by LTISD. **WILLIAM'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 12 BELOW ARE NOT LIMITED BY THE AMOUNT OF INSURANCE REQUIRED UNDER THIS SECTION.**

7. Utilities. Williams shall be responsible for providing any utility service to the Hinton Tract and shall pay all charges for utility services to the Hinton Tract during the Term and any period of Holdover.

8. Maintenance / Alterations by Williams. Williams shall at all times during the Term of this License keep and maintain, or cause to be kept and maintained, any part of the Hinton Tract used by Williams and all LTISD improvements which may be erected thereon in good state or appearance and repair, reasonable wear and tear excepted, at Williams's own expense. Any physical additions or improvements by Williams to the Hinton Tract may only be made after prior written approval from LTISD. LTISD may require that Williams, at termination of the License and at Williams's own expense, remove any physical additions or improvements, repair any alterations and restore the Hinton Tract to the condition existing at the Effective Date, reasonable wear and tear excepted. Notwithstanding the foregoing, Williams may remove, at Williams's sole cost and expense, any of Williams's personal property and fixtures, or other improvements situated on the Hinton Tract at any time prior to the Expiration Date or earlier termination of the Term; provided, however, the removal of any such items may not result in an attractive nuisance or any other unsafe condition on the Hinton Tract. LTISD shall not be obligated to maintain or repair any portion of the Hinton Tract, and shall have no obligation to repair or restore the Hinton Tract in the event of a casualty or condemnation.

9. Fences and Gates. Williams agrees to reasonably inspect perimeter fences and notify LTISD if repairs are necessary. Williams accepts fences "As is, Where is" and will make repairs accordingly. Williams further agrees to install any necessary temporary fencing to ensure the livestock are properly contained within the Property. Williams agrees to bear the cost of installation for any temporary fencing required. Williams agrees that if any repairs to fences on the Hinton Tract are necessary during the Term, Williams shall provide the materials and labor to complete the repairs and bear the cost. Williams further agrees to keep any gates located on the Hinton Tract closed at all times.

10. LTISD's Access to Hinton Tract. LTISD shall at all times have access to the Property and the Hinton Tract, and shall have the right, at LTISD's sole cost and expense, to construct, install, remove, repair, or alter any site work or utility improvements on or under the Hinton Tract. In addition, LTISD shall at all times have unrestricted access over and across the Hinton Tract to and from any public or private roads.

11. Surrender of Hinton Tract. On the Expiration Date or upon LTISD's or Williams's earlier termination of this License as permitted in paragraph 2, Williams shall peaceably surrender the Hinton Tract in a clean, safe condition to LTISD.

12. Indemnity. WILLIAMS HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS LTISD, ITS OFFICER, TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "THE LTISD PARTIES") FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF WILLIAM'S OCCUPANCY OR USE OF THE HINTON TRACT, INCLUDING CLAIMS OF PERSONAL INJURY, DAMAGE TO THE HINTON TRACT, AND VIOLATION OF LAWS, AND

WILLIAMS SHALL BEAR ALL COSTS IN CONNECTION WITH SUCH CLAIMS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF WILLIAMS'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE LTISD PARTIES BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LTISD PARTIES.**

13. Release of Claims. WILLIAMS RELEASES THE LTISD PARTIES FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO WILLIAMS OR WILLIAM'S AGENTS OR WILLIAM'S PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE LTISD PARTIES BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LTISD PARTIES.**

14. Survival of Indemnity and Release of Claims. Williams's Indemnification, as set forth in paragraph 12 above, and Williams's Release of Claims, as set forth in paragraph 13 above, shall survive the expiration or earlier termination of this License.

15. Williams Default. If Williams shall fail to comply with any obligation, covenant or provision set forth in this License, then LTISD may enforce the performance of this License in any manner provided by law. In addition, this License may be terminated immediately at LTISD's discretion. Following termination for any reason, LTISD or its agents shall have the right, without further notice or demand, to enter the Hinton Tract and remove and store all of Williams's property without waiving any other remedies or breach of covenant. LTISD may dispose of the stored property if Williams does not claim the same in writing within ten (10) days after the date the property is stored. Williams will be responsible for all costs and expenses related to the removal and storage of Williams's personal property.

16. LTISD Default. A default by LTISD is the failure to comply with any provision of this lease that is not cured within thirty (30) days after Williams notifies LTISD of such default.

17. Condemnation/Substantial or Partial Taking. If the Property or the Hinton Tract cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate. Williams will have no claim to the condemnation award or proceeds in lieu of condemnation.

18. Holdover. If Williams fails to vacate the Hinton Tract on or before the Expiration Date ("Holdover"), then Williams shall pay to LTISD 100.00 per day as rent until Williams vacates the Hinton Tract. Notwithstanding the foregoing, nothing contained in this License shall be deemed a consent by LTISD to any Holdover, and any such Holdover shall be deemed a tenancy at sufferance, and LTISD shall have all rights and remedies at law or in equity with respect thereto.

19. Relationship of Parties. This License provides Williams only with the right and privilege to use the Property or the Hinton Tract in the manner set forth in this License. Nothing herein is intended to grant Williams the exclusive right to occupy or use the Property or the Hinton Tract nor to grant to Williams a leasehold or tenancy interest in the Property or the Hinton Tract. Nothing contained in this License shall be construed as constituting a joint venture or partnership between Williams and LTISD or as creating the relationship of principal and agent. Nothing contained herein shall be construed as permitting Williams to bind LTISD or serve as agent of LTISD with regard to the Property or the Hinton Tract, or any subject matter

contained in this License. Nothing contained herein shall be deemed to create or interpreted as creating a right in any third party.

20. Assignments / Sublicense Prohibited. Williams shall not assign this License or sublicense any portion of the Property or the Hinton Tract to a third party, without prior written approval of LTISD. This License shall not be assumed by any provision allowed by law, including without limitation, testate and intestate succession.

21. Liens. Williams shall not allow a lien to be placed on the Hinton Tract.

22. Taxes. To the extent applicable, Williams shall pay all taxes on Williams's personal property located on the Hinton Tract.

23. Compliance with Laws. Williams shall comply with all federal, state, or local laws, regulations, ordinances, etc. relating to Williams's use, maintenance of condition, and occupancy of the Hinton Tract.

24. Alternative Dispute Resolution. Williams and LTISD agree to mediate in good faith before filing a lawsuit or administrative complaint.

25. Notices. All notices or requests required to be given hereunder and all other communications related to this License shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed, first class, by certified mail, return receipt requested as follows:

If to LTISD	Amber King (or Successor) General Counsel 3322 Ranch Rd. 620 S. Austin, Texas 78738
If to Williams	Jeanene C. Williams 1139 Challenger Austin, TX 78734

Either party may change such address or change the designation or title of the individuals by written notice issued and delivered as above.

26. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

27. Applicable Law and Venue. This License shall be construed under and in accordance with the laws of the State of Texas. In the event of any dispute that arises pursuant to or in connection with this License, exclusive venue for the adjudication of such dispute shall lie in a state or federal court in Travis County, Texas.

28. Entire Agreement. This License constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and there are no covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this License other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion, renewal, extension, or addition to this License shall be binding on the parties hereto unless it is in writing and signed by both parties.

29. Attorney's Fees. In the event any party to this License should bring suit against the other party in respect to any matters provided for herein, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court in connection with such suit.

30. Counterparts. This License may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Email or facsimile signatures of the parties shall be effective on all counterparts of this License.

31. Governmental Immunity. This License is expressly made subject to LTISD's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this License is in any way intended to constitute a waiver of any immunities from suit or from liability that LTISD has by operation of law.

32. "AS-IS". WILLIAMS ACKNOWLEDGES THAT 1) UPON OCCUPANCY OF THE PROPERTY IT HAS INSPECTED AND ACCEPTS THE PROPERTY AND THE HINTON TRACT IN AN "AS-IS, WHERE-IS" CONDITION; 2) THE PROPERTY AND THE HINTON TRACT ARE SUITABLE FOR THE PURPOSES FOR WHICH THE PROPERTY IS LEASED; 3) LTISD HAS MADE NO WARRANTY, REPRESENTATION, CONVENANT OR AGREEMENT WITH RESPECT TO A) THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY OR THE HINTON TRACT, B) THE CONDITION OF THE PROPERTY OR THE HINTON TRACT, C) THE REPAIR OF THE PROPERTY OR THE HINTON TRACT, D) PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES; AND 4) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the ___ day of _____, 2021 ("Effective Date").

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: _____
John Aouelle
President, LTISD Board of Trustees

JEANENE C. WILLIAMS

By: Jeanene C Williams
Jeanene C. Williams, Individual

METES AND BOUNDS DESCRIPTION

BEING A 88.98 ACRE TRACT OF LAND LOCATED IN THE ABRAM G. COMPTON SURVEY No. 601, ABSTRACT No. 184 IN TRAVIS COUNTY, TEXAS; SAME ALSO BEING ALL THAT CERTAIN CALLED 89.208 ACRE TRACT DESCRIBED BY DEED TO S.E. HINTON RECORDED IN VOLUME 11368 AT PAGE 835 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BY WARRANTY DEED TO SYLVESTER E. (S.E.) HINTON, TRUSTEE, RECORDED AS DOC. NO. 1999135629 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 88.98 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a PK nail in a concrete footing for fence found on the northeasterly right of way line of State Highway No. 71 (200' ROW dedication to the State of Texas by deed recorded in Vol. 812 at Page 332 and Vol. 821 at Page 177 of the Deed Records of Travis County, Texas) at the most southerly common corner of said 89.208 acre tract and that certain called 19.240 acre tract described by deed to AG&M Bee Caves Investment, LTD, recorded as Doc. No. 2006140657 of the Official Public Records of Travis County, Texas, for the southeasterly corner hereof, from which southeasterly corner a TXDOT concrete monument found bears S 52°55'31" E, 382.62 feet;

THENCE generally northwesterly along said northeasterly right of way line the following three (3) courses:

123

1. N 53°07'26" W, 278.50 feet to a TXDOT concrete monument found at the beginning of a curve to the left for an angle point in the southwesterly line hereof;
2. northwesterly 1013.55 feet along the arc of said curve to the left, having a radius of 1533.00 feet, a delta angle of 37°52'53" and a chord which bears N 72°02'07" W, 995.19 feet to a TXDOT concrete monument found for an angle point in the southwesterly line hereof;
3. S 89°00'36" W, 279.27 feet to a 60-penny nail found at the most southerly common corner of said 89.208 acre tract and of Lot 103, of Travis Settlement Section Two, a subdivision of record in Book 84 at Page 26C of the Plat Records of Travis County, Texas, for the southwesterly corner hereof, from which southwesterly corner a TXDOT concrete monument found bears S 88°48'48" W, 57.37 feet;

THENCE generally northwesterly and southeasterly along the common line of said 89.208 acre tract and said Travis Settlement Section Two the following nine (9) courses:

1. along the common line of said 89.208 acre tract and said Lot 103, N 04°42'02" W, 431.00 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 103, Lot 113 and Lot 114 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
2. along the common line of said 89.208 acre tract and said Lot 114, N 04°37'16" W, 550.21 feet to a 5-inch cedar fence post and N 13°58'37" W, 161.12 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 114 and Lot 115 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
3. along the common line of said 89.208 acre tract and said Lot 115, N 14°10'19" W, 170.20 feet to a 5-inch cedar fence post and N 31°02'02" W, 123.63 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 115 and Lot 116 of said Travis Settlement Section Two for an angle point in the westerly line hereof;

4. along the common line of said 89.208 acre tract and said Lot 116, N 31°12'52" W, 313.57 feet to a 1/2-inch Iron rod found at the most easterly common corner of said Lot 116 and Lot 117 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
5. along the common line of said 89.208 acre tract and said Lot 117, N 31°14'22" W, 287.86 feet to a 1/2-inch Iron rod found at the most easterly common corner of said Lot 117 and Lot 118 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
6. along the common line of said 89.208 acre tract and said Lot 118, N 31°02'17" W, 243.60 feet to a 1/2-inch Iron rod found at the most easterly common corner of said Lot 118 and Lot 121 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
7. along the common line of said 89.208 acre tract and said Lot 121, N 31°05'48" W, 61.33 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 121 and Lot 122 of said Travis Settlement Section Two for the northwesterly corner hereof;
8. along the common line of said 89.208 acre tract and said Lot 122, S 86°42'27" E, 103.48 feet to a 1/2-inch iron rod found at the most southerly common corner of said Lot 122, Lot 129 and Lot 130 of said Travis Settlement Section Two for an angle point in the northerly line hereof;
9. along the common line of said 89.208 acre tract and said Lot 130, S 86°44'51" E, 109.50 feet to a 1/2-inch Iron rod found, S 86°42'44" E, 260.92 feet to a 1/2-inch Iron rod found, S 85°54'51" E, 103.24 feet to a 1/2-inch iron rod found and S 87°40'00" E, 152.24 feet to a 3/4-inch iron rod found at the most southerly common corner of said Lot 130 and Lot 20 of Travis Settlement Section One, a subdivision of record in Book 84 at Page 24C of the Plat Records of Travis County, Texas, for an angle point in the northerly line hereof;

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THENCE generally southeasterly along the common line of said 89.208 acre tract and said Travis Settlement Section One the following five (5) courses:

1. along the common line of said 89.208 acre tract and said Lot 20, S 84°52'27" E, 103.24 feet to a 60-penny nail found in a 16-inch live oak tree and S 75°58'49" E, 117.77 feet to a 1/2-inch Iron rod found at the most southerly common corner of said Lot 20 and Lot 19 of said Travis Settlement Section One for an angle point in the northerly line hereof;
2. along the common line of said 89.208 acre tract and said Lot 19, S 75°27'17" E, 720.57 feet to a 1/2-inch iron rod found at the most southerly common corner of said Lot 19 and Lot 18 of said Travis Settlement Section One for an angle point in the northerly line hereof;
3. along the common line of said 89.208 acre tract and said Lot 18, S 75°23'28" E, 318.22 feet to a 1/2-inch Iron rod found at the most southerly common corner of said Lot 18 and Lot 17 of said Travis Settlement Section One for an angle point in the northerly line hereof;
4. along the common line of said 89.208 acre tract and said Lot 17, S 75°24'50" E, 265.42 feet to a 1/2-inch Iron rod found at the most southerly common corner of said Lot 17 and Lot 16 of said Travis Settlement Section One for an angle point in the northerly line hereof;

EXHIBIT "A" CONT.

November 7, 2008
Hinton Bee Creek Ranch
Travis County, Texas
Job No. 03-117-U
Page 3 of 3

5. along the common line of said 89.208 acre tract and said Lot 16, S 75°13'36" E, 125.99 feet to a 1/2-inch iron rod found at the common corner of said 89.208 acre tract, said Lot 16 and that certain called 100.1194 acre tract described by deed to Lawrence E. Williams and wife Jeanene C. Williams recorded in Volume 13319 at Page 3164 of the Real Property Records of Travis County, Texas, for the northwesterly corner hereof;

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THENCE generally southerly along the common line of said 89.208 acre tract and said 100.1194 acre tract the following three (3) courses:

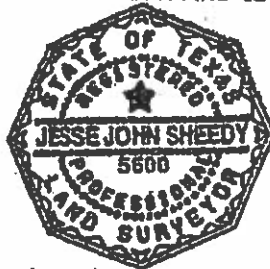
1. S 00°31'18" E, 447.21 feet to a calculated angle point in the easterly line hereof, from which calculated point a 1/2-inch iron rod found on the northerly top of bluff of Bee Creek bears N 05°49'59" E, 10.11 feet;
2. S 00°52'29" E, 109.92 feet to a 14-inch elm tree in fence line for an angle point in the easterly line hereof;
3. S 00°00'22" E, 551.86 feet to a 3/4-inch Iron rod found at the most westerly common corner of said 100.1194 acre tract and the aforementioned 19.240 acre tract for an angle point in the easterly line hereof;

THENCE generally southerly and southwesterly along the common line of said 89.208 acre tract and said 19.240 acre tract the following three (3) courses:

1. S 00°46'24" W, 720.49 feet to a 1/2-inch Iron rod found for an angle point in the easterly line hereof;
2. S 01°52'01" W, 130.23 feet to a 1/2-inch iron rod found for an angle point in the easterly line hereof;
3. S 35°27'37" W, 309.25 feet to the POINT OF BEGINNING for the end of this description which contains 88.98 acres of land, more or less.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Jesse J. Sheedy, R.P.L.S. #5600



(The bearings shown hereon are referenced to the Texas State Plane Coordinate System, Central Zone (NAD 83) based on City of Austin Electric Utility Department Monument named EUD No. A189.)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2021-2022 T-TESS Appraisal Roster

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

The Texas Agency Commissioner’s Rules require that a list of qualified appraisers who may appraise teachers shall be approved by the Board of Trustees. The appraisers must meet the following criteria:

1. The teachers’ supervisor shall conduct the teacher’s appraisal and must hold a superintendent, mid-management (principal), or supervisor certification, or must hold comparable certificates established by the State Board for Educator Certification.
2. An appraiser other than the teacher’s supervisor must be approved by the Board, hold a valid teaching certificate and have at least two years’ of teaching experience.

The attached updated list of appraisers meets these requirements.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent Employee/Community Relations

ATTACHMENT

2021-2022 T-TESS Appraisal Roster

MEETING DATE

November 17, 2021

Site	Appraiser
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Bee Cave Elementary	Kim Kellner Ashley Nauta
Lake Pointe Elementary	Kelly Freed Mak El Hassan
Lakeway Elementary	Sam Hicks Amy Sharp
Lake Travis Elementary	Pam Schaeffer Lizeth Thompson
Rough Hollow Elementary	Angela Frankhouser Vanessa Randels
Serene Hills Elementary	Keegan Luedecke ShaCrista R-Glasper
West Cypress Hills Elementary	Melanie Beninga Leanna Pesta
Hudson Bend Middle School	Julie Nederveld Matt Holley Julianne Jenkerson Cristy Castanares
Lake Travis Middle School	Lester Wolff Keitha St Clair Cristy Rizzoli
Bee Cave Middle School	Amanda Prehn Tres Ellis Laura Keogh
Lake Travis High School	Debbie Garinger Roy Hudson Sheri Remore Darnell Horton Angela Hrapchak Sebastian Espinoza Mason Whitfield Tanda Paske Brienne Walker
District - Alternates	Stephanie Henderson Charles Aguillon Lyndsae Benton Stefani Allen

2021-2022 T-TESS Appraisal Roster



AGENDA ITEM ACTION SHEET

AGENDA ITEM

October 20, 2021 Special Called Board Meeting Minutes
October 20, 2021 Board Meeting Minutes
November 11, 2021 Special Called Board Meeting Minutes

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Administrative Assistant to Superintendent

ATTACHMENTS

October 20, 2021 Special Called Board Meeting Minutes
October 20, 2021 Board Meeting Minutes
November 11, 2021 Special Called Board Meeting Minutes

MEETING DATE

November 17, 2021

**Minutes of Special Called Board Meeting
The Board of Trustees
Lake Travis Independent School District**

A Special Called Board Meeting of the Board of Trustees of Lake Travis Independent School District was held on October 20, 2021, beginning at 4:30 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 4:34 pm.

Quorum Determination

Trustees in attendance were John Aouelle, Bob Dorsett, Kim Flasch, Phillip Davis and Jessica Putonti. Lauren White and William Beard joined the group in closed session at 4:45 p.m.

Public Comments/Citizen Participation

NONE

Legislative Update

David Thompson presented to the Board a Legislative update. No Action was taken

Trustees adjourned into Closed Session at 4:35 p.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.071 – Consultation with Attorney

1. Consultation with Attorney

- a. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2). 7. Adjournment

Open Session

Trustees returned from Closed Session at 5:52 p.m.

No action took place after closed session.

Adjournment

There being no further action, the October 20, 2021 Board of Trustees' Special Called meeting adjourned at 5:55 p.m.

John Aouelle, President

Lauren White, Secretary

Minutes of Board Meeting
The Board of Trustees
Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held on October 20, 2021, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:07 pm.

Quorum Determination

Trustees in attendance were John Aouelle, Kim Flasch, Bob Dorsett, Lauren White, William Beard, Phillip Davis and Jessica Putonti.

Pledge of Allegiance and Moment of Silence

Katie Kauffman, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **2022 National Merit Scholarship Program Qualifying Students**

Marco Alvarado, Executive Director for Communications and Community Relations, Debbie Garinger, Lake Travis HS Interim Principal, and Liz Clark, Counselor at LTHS are pleased to the following 70 seniors have been recognized by the 2022 National Merit Scholarship Program. Lake Travis High School proudly recognizes eight National Merit Semifinalists, 34 Commended Scholars, 28 National Hispanic Scholars, and four National Indigenous Scholars as follows: Special Recognition.

Ava Ammerman - NHS	Dakota Evans - NMS	William Peters - CS
Alline Ayala - NHS	Ella Garber - NHS	Dakota Pound - CS
David Barba - NHS	Sofia Gonzalez - NHS	Elise Robertson - CS
Mason Barber - CS	Michaela Graves - NIS	Julia Ruiz - NHS
Katherine Benner - NHS	Trenton Gray - CS	David Schelling - CS
Anvita Bhatt - CS	Michael Haray - NHS	Lucas Scott - NHS
Louis Birla - CS	Kate Hennig - NMS	Cory Seidenberger - NHS
Adrian Carroll - CS	Audrey Humann - NIS	Disha Sharma - CS
Cory Chang - CS	Mikaela Jurovich - NHS	Karen Solis - NHS
Aury Chavez - NHS	Joseph Kenis - CS	Luke Sosebee - NHS
Bruce Chen - NMS	Guillermo Lavin - NHS	Grace Starr - CS
Sophia Cho - CS	Abigail Lucero - NHS	Allison Still - CS
Lars Christensen - CS	Kerry Lum - NHS, CS	Reid Trussler - NMS
Joseph Cobb - NHS	Joyce Luo - CS	Malcolm Tucker - NHS, CS
Victoria Cotton - CS	Jan MacGregor - CS	Vasuda Vaidyanathan - CS
Luciana Covarrubias - NHS	Valeria Malave - NHS	Kylie Vandermeer - CS
William Cranney-Fee - NIS, CS	Alan Mascarro - NHS	Emma Van Orden - NHS
Jacqueline Creel - CS	William Matherne - CS	Sam Waxman - NHS
Zander Crowns - CS	David McMichael – NIS, NHS	Sarah Weiss - CS
Jakob Deblock - CS	Whitney Meyer - CS	Aubrey Willamson - CS

Matthew DiLeo - NMS	Colin Miller - NMS	Daryan Willyard - NHS
Sheridan Dorsey - NMS	Raja Momin - CS	
Julia Doyle - CS	Ana Mussiett - NHS	
Maddox Edmondson - NHS	Aniket Naravane - NMS	
Michael Eissing - CS		

NMS - National Merit Semifinalist; CS - Commended Scholar; NHS - National Hispanic Scholar; NIS - National Indigenous Scholar

Public Comments/Citizen Participation

1. Sidney Saxon – Health and Safety
2. Israel Zuela – Education and Health
3. Carl Jones – CRT
4. Jennifer Fleck – Mental Health
5. Corina Semph – CRT – Books
6. Christi Hasselberg – Health Test for 6th grade (LTMS)
7. Maya Block – Dress Code issues at BCMS
8. Lou Kilgore – Less Restrictions of Books and Study Topics
9. Andres Londono – G3 SPED
10. Elisena Tatalo – Prop A- COVID Notifications
11. Annie Vilven – Books
12. Susan Harbin – Books and Working Together

Public Hearing

- **2021 School FIRST Rating Report**
The 2021 School Financial Integrity Rating System of Texas was shared by Ms. Sanchez, Assistant Superintendent of Business Services.

This item was for discussion only; no action requested.

Information Items

- **September 2021 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report**
Ms. Sanchez, Assistant Superintendent for Business Services, presented the monthly financial report which included a review of the following documents:

1. Statement of Revenue and Expenditures - August 2021
2. Balance Sheet – August 2021
3. Tax Statement
4. 2018 Capital Project Report

For information only.

- **Request for Proposal (RFP) – Landscaping and Mowing Services**

Mr. Brad Bailey, Assistant Superintendent for Operations/Title IX, presented that Lake Travis ISD currently has 5 grounds/landscaping staff positions unfilled out of 13 total. Due to the growth of our district and acreage of our footprint to be maintained, we are struggling to keep our grounds at the level of expectations we require with a limited amount of staff available.

For information only.

- **Technology Audit and Program Review Pricing Adjustment**

Mr. Chris Woehl, Executive Director of Technology, presented that in June 2021, the board approved the execution of a contract with True North Consulting Group for a comprehensive technology audit and program review for the total contract amount of \$48,025.00 for base services. The base service price presented did not include the “Peer District Technology Staffing and Budget comparison” option for \$8900, which was an item presented that we wish to include in our audit. After adding the additional line item option, the new total contract amount is \$56,925.00.

For information only.

Presentation / Discussion Items

- **Competitive Sealed Proposal (CSP) – Vail Divide Southern Extension Project**

Ms. Pam Sanchez, Assistant Superintendent of Business Services, presented that the administration is currently working to procure the services of the general contractor for the Vail Divide Southern Extension Project. The competitive sealed proposal timeline is based on the following events and dates:

October 1 and October 8, 2021	Publish Legal Bid Notice in Newspaper
October 19	Pre-Bid Conference
November 30	Bids Due by 2pm CST
December 1 – 7	Bid Evaluation
December 15	LTISD Board Meeting – Consideration Item to Award Bid
January 3, 2022	Contractor to mobilize at Vail Divide Site

This item was for discussion only; action will be requested at the December 15, 2021 meeting.

- **Selection of Haddon + Cowan Architects for the CMR-12 Serene Hills Elementary Renovation Project for the Summer of 2022**

Mr. Winovitch presented that Haddon + Cowan Architects have been selected for the design of Serene Hills Elementary School Renovation Project for the Summer of 2022. The administration will be seeking approval to negotiate and execute a contract with Haddon + Cowan at the next board meeting.

This item was for presentation/discussion only; action will be requested at the November 17, 2021 meeting.

- **Selection of American Constructors as Contractor for JOC #9 – District Fire Alarm Upgrades Project for the Summer of 2022**

Mr. Winovitch, Director of Facilities and Construction presented that in August 2021, the Board approved the delivery method for the District Fire Alarm Upgrade Project to be done through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for this project. It is expected that the contract with American Constructors for this project will exceed \$100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts

valued at or above \$100,000. The administration will be seeking approval to negotiate and execute a contract with American Constructors at the next board meeting. LTHS and BCE are the schools that need the most updating of the fire systems.

This item was for presentation/discussion only; action will be requested at the November 17, 2021 meeting.

- **Resolution to Approve Region 10 ESC Purchasing Cooperative**

Ms. Sanchez, Assistant Superintendent for Business Services, recommends the approval of the resolution to participate in the Region 10 ESC purchasing cooperative with Equalis Group. In joining this cooperative, the District gains access to more qualified, bid approved vendors. There are no fees associated with this purchasing cooperative.

This item was for discussion only; action will be requested at the November 17, 2021 meeting.

- **Resolution of the Board Regarding Local Remote Learning Program**

Dr. Lyndsa Benton, Director of Elementary C&I, presented that Texas Education Code 29.9091 allows the district to operate a local remote learning program in accordance with statutory requirements. Pursuant to TEC 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction. Due to the schedule of synchronous and asynchronous instruction for LTISD's temporary virtual school, the official attendance taking times (OAT) for virtual learners are different from the OAT for in-person learners.

Pursuant to TEC 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program.

For presentation/discussion only; action will be requested at the November 17, 2021 meeting.

- **Board Notification under Board Policy CH (Local) - Online Tutoring Contracted Services**

Ms. Stefani Allen, Assistant Superintendent of C&I, presented that the anticipated costs will likely exceed the \$100,000 threshold for the 2021-2022 school year for online tutoring services provided by HeyTutor LLC through a contracted services agreement. HeyTutor LLC is a Vetted Texas Tutor Corps through Texas Education Agency to provide accelerated instruction as required by House Bill 4545.

Ms. Allen spoke about Accelerated Instruction (A.I.) (for students who did not meet or take the STAAR or EOY assessments) vs. Remediation and how we will be supporting our students. BOY results were shared for the timeframe that was given to LTISD by TEA. Up to 30 hours of A.I. Tutoring for the course of the year – must be weekly for a min of 30 minutes with a consistent tutor. Small group will be offered before, after and during the school day. Vetted TEA Tutor Corps – live teacher over the computer (goal would be to have the same tutor through the course of the year). LTISD teachers would have a 3 – 1 ratio for accelerated instruction – during different times of the day.

Trustee Jessica Putonti is concerned about teachers being used during Go-Time for Accelerated Learning. Impact on the teachers (LTISD) – may sure that the teachers are not overworked.

Trustee Lauren White – is concerned that some students may need help in more than one subjects.

Trustee Phil Davis – what will the mix look like? Even with HeyTutor it is online – which is an issue. Stefani is working with the Principals to come up with an appropriate plan based on the student need and scheduling. Our goal is making this as beneficial as possible.

Trustee Phil Davis –questioned the instructional piece – are teachers able to opt in or opt out of this accelerated instruction. Stefani stated that Principals are working on finding the teachers are able to participate in this program. Paul said that we are going to find the best teachers that will help out students.

Trustee Phil Davis – questioned what are we doing with students that passed STAAR and did not do well on the BOY – Stefani said that those students will have different interventions – they do not qualify for HB4545. Parents will have to sign the forms in order to get the accelerated learning, then we will get a better understanding of the overall numbers.

Trustee Bob Dorsett commented that numbers are bigger than expected of who needs help – he is concerned about the scheduling aspect – teachers only have so many hours in a day as well as students. We need to incentivize teachers in order to get the best from our teachers – the teachers are overworked and now we are asking them to do more.

Trustee John Aouelle stated that we need a handle of what is actually needed in regards to students getting needed help.

Trustee Lauren White – are teachers using planning time in order to make this work? Stefani – we are looking to have this happen during the school day and not after – not pulling from core classes, enrichment, PE or recess. – Trustee White stated that the teachers will now have to plan for this tutoring/accelerated learning – Stefani Allen stated that students can receive instruction during extended care.

Trustee John Aouelle – stated that in theory a teacher can have a group of three – we need to get a better handle on the impact for each campus.

Trustee Lauren White – looking at the data here and LTE has the most need for elementary – would they get the most online learning? Stefani Allen replied that the ESSER funds were used to pay for more people to instruct struggling students – Principals are working on a plan with the C&I department – we will need to seek outside help in order to make sure our students get the help they need – The tutors need to be certified in order for LTISD to use them – the goal is consistency.

Trustee Kim Flasch stated that the benefit of Hey Tutor is a small group – dedicated attention compared to the virtual platform we used during COVID – the consistency may be key.

Trustee Davis inquired about accountability – how will we know if we will be successful in closing the gap – will the kids benefit from this – Stefani said they will be monitoring progress – formative assessments, MOY and EOY, TEA interim assessments and summative assessments. All of the instruction will be on grade level.

Trustee William Beard said his own student is struggling – especially with most kids being online – how can the parents get involved to make sure their student is on track – Stefani Allen stated that HeyTutor will be working on the scope and sequence of what the teacher is working on – goal is students are progressing forward on their grade level – seeing forward progress in the current grade level.

Trustee Flasch asked if this will just be reinforcing the classroom work in order to make sure that students are progressing forward.

Trustee White asked about what happens when a secondary student isn't taking that class – so the accelerated learning will look different. Ms. Allen stated that this is Spirit of things – is that we get the students back on track with their learning.

Trustee White asked how does this impact SPED – Ms. Allen stated this is a huge piece of HB 4545 and working with Dr. Abbott to individualize the accelerated learning process with this population.

Trustee White asked what is the best way to inform our parents – it is linked on our website.

Trustee White stated that this is like an aftermath of a big storm – is HeyTutor an appropriate company? Ms. Allen said their business model is strong – using tutors that are all over the country – they said that the pool of tutors is large – looking at other vendors to as a plan B.

Trustee White asked can we look at HeyTutor compared to our teachers who are teaching the accelerated learning in order to be better informed for the future? Ms. Allen stated that we have been working with the Principals in order to make sure we understand what is best for our students and what is most effective. C&I will be looking at it in many different areas, but we are mainly looking at the growth of the students and how they are doing.

Trustee Bob Dorsett – will the 3 students be in the same room with the online tutor? Is that the most effective way to tutor these students? Stefani Allen - We will be looking at all options – what is best for the students and how will they be successful.

For presentation/discussion only: no action required.

- **Presentation and Discussion on Development of District Alumni Program**

Katie Kauffman, Executive Director of the Lake Travis Education Foundation, presented that Lake Travis ISD recognizes the importance of having an alumni program to build lasting relationships with its students, staff and community. Together with the Lake Travis Education Foundation, LTISD is eager to begin alumni engagement relations. To do so, LTISD and LTEF seek the help of Alumni Nations, a company that partners with K-12 schools and foundations to collect alumni data and support marketing and communication strategies through its engagement and software services. Working collaboratively, LTISD and LTEF will:

- Connect - build database and support;
- Communicate - share news and events with members;
- Contribute - provide scholarship(s) to graduating LTISD seniors and long-term philanthropy to sustain network; and
- Celebrate - recognize and support alumni through various resources, programs, events and awards.

This shared investment will provide short- and long-term value as measured by alumni engagement and overall support.

For discussion only; no action required.

- **Memorandum of Understanding Between the Lake Travis ISD and the Board of Directors of Lake Travis Education Foundation Regarding the LT Alumni & Friends Program**

Amber King, General Counsel, presented that as a step in this process of establishing the LT Alumni & Friends Program, LTISD and LTEF seek¹³⁶ to enter into an agreement that establishes their

respective responsibilities and expectations for launching and supporting the LT Alumni & Friends Program.

This item was for discussion only; action will be requested at the November 17, 2021 meeting.

- **Renewal of Grazing License between Lake Travis ISD and Jeanene Williams on Approximately 45 acres of Land off Highway 71**

Ms. King, General Counsel, presented that the District currently has in place a grazing license with Jeanene Williams on approximately 45 acres of land which is a part of a larger 89-acre tract of real property off of State Highway 71 owned by the District. The District has had a license agreement with Ms. Williams for the past three years. Ms. Williams has expressed an interest in renewing the license for another one-year term.

For presentation/discussion only; action will be requested at the November 17, 2021 meeting.

Consideration Items

- **Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD**

Ms. King, General Counsel, presented the jurisdiction of the Lakeway, Texas Police Department overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

A **MOTION** was made by Trustee William Beard and seconded by Trustee Bob Dorsett to approve the Superintendent to execute the Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD.

The motion passed by a vote of 7 - 0.

- **Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD**

Ms. King, General Counsel, presented the jurisdiction of the Bee Cave, Texas Police Department overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

A **MOTION** was made by Trustee William Beard and seconded by Trustee Bob Dorsett to approve the Superintendent to execute the Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD.

The motion passed by a vote of 7- 0.

- **Memorandum of Understanding Between Travis County Sheriff's Office and Lake Travis ISD**

Ms. King, General Counsel, presented that the jurisdiction of the Travis County Sheriff's Office overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency

with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

A MOTION was made by Trustee William Beard and seconded by Trustee Bob Dorsett by is to approve the Superintendent to execute the Memorandum of Understanding Between Travis County Sheriff's Office and Lake Travis ISD.

The motion passed by a vote of 7-0.

- **2021-2022 Budget Amendment #1 - General Operating Fund**

Ms. Sanchez announced that the Operating Budget is being amended to reflect additional property tax revenue due to a possible two cent increase in the Maintenance & Operations tax rate, an increase in the Available School Foundation state funding due to a 60% decrease in the Instructional Materials Allotment for the 2021-2022 biennium, and a refund of the 2020-2021 recapture payment made in fiscal year 2021 as a result of final ADA Hold Harmless calculation performed by TEA.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee William Beard to approve the 2021-2022 Budget Amendments to the General Operating Fund as presented.

The motion passed by a vote of 7 - 0.

Consent Agenda

- Qualified Investment Brokers and Dealers
- Qualified Investment Trainers
- 2021-2022 T-TESS Appraisal Roster
- September 15, 2021 Board Meeting Minutes

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to approve the consent agenda items as presented.

The motion passed by a vote of 7 - 0.

Upcoming Meetings and Events

Board President John Aouelle announced the following upcoming meetings and events:

- November 11, 2021 – 2:30 p.m. – Special Called Board Meeting, EDC
- November 18, 2021 – 6:00 p.m. – Monthly Board Meeting, EDC
- December 15, 2021 – 6:00 p.m. – Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 8:42 p.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Open Session

Trustees returned from Closed Session at 11:50 p.m. There was no action after closed session.

Adjournment

There being no further action, the October 20, 2021 Board of Trustees' meeting adjourned at 11:50 p.m.

John Aouelle, President

Lauren White, Secretary

Minutes of Special Called Board Meeting

The Board of Trustees

Lake Travis Independent School District

A special called meeting of the Board of Trustees of the Lake Travis Independent School District was held November 11, 2021 at 2:30 p.m. at the Educational Development Center, Live Oak Room, 607 Ranch Road 620 North, Austin, Texas 78734.

Call To Order and Quorum Determination

Lake Travis ISD Board President John Aouielle called the special called board meeting to order at 2:32 p.m.

Trustees John Aouielle, Kim Flasch, Bob Dorsett, Jessica Putonti and Phillip Davis were present. Trustees William Beard and Lauren White were absent.

Pledge of Allegiance and Moment of Silence

The Board of Trustees, led the Pledge of Allegiance. A moment of Silence was observed

Public Comments/Citizen Participation

1. None

Consideration Items

- **Consideration and Approval of a Resolution Canvassing the Returns and Declaring the Results of a Voter –Approved Tax Rate Election**

A **MOTION** was made by Trustee Kim Flasch and seconded by Trustee Bob Dorsett to adopt a resolution canvassing the returns and declaring the results of the November 2, 2021 Voter-Approval Tax Rate Election.

The motion passed by a vote of 5 -0.

- **Resolution No. 111121-01 Lake Travis Independent School District Resolution Regarding Compensation**

A **MOTION** was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to authorize the amendment of the 2021-2022 budget and related compensation plan to approve a one-time retention incentive to all regular employees in the amount of and payable as follows:

- a one-time payment of 2.0% of midpoint for staff on the administrative pay scale
- 3.0% of midpoint for all other staff

The motion passed by a vote of 5-0.

A **MOTION** was made by Trustee Kim Flasch and seconded by Phillip Davis to approve Resolution No. 111121-01 in reference to the amendment of the 2021-2022 budget and related compensation plan to approve a one –time retention incentive to all regular employees.

The motion was passed by a vote of 5-0.

Adjournment

There being no further business, the November 11, 2021 Board of Trustees adjourned at 2:39 p.m.

John Aouelle, President

Lauren White, Secretary