

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 June 15, 2022, 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 Mountain Bike Team - 2022 Texas Interscholastic Mountain Bike League State Championship 3
 - B. 2022 Special Olympics Malta Invitational Games 5
4. Public Comments/Citizen Participation
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F. Consent Agenda	
1. May 18, 2022 Regular Board Meeting Minutes	175
2. June 1, 2022 Budget Workshop Meeting Minutes	187
7. Upcoming Meetings and Events	
A. July 20, 2022, 6:00 p.m. - Monthly Board Meeting, EDC	
B. August 17, 2022, 6:00 p.m. - Monthly Board Meeting, EDC	
8. 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.	
9. Adjournment	



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis Mountain Bike Team - 2022 Texas Interscholastic Mountain Bike League State Championship

RECOMMENDED ACTION

Special Recognition

RATIONALE

With events like the Tangle in Troy, the Reveille Peak Roundup, the Bramble Scramble, the Wrangle in Warda and the Reveille Peak Rewind, the Lake Travis Mountain Bike team outpaced the competition all season long and claimed the 2022 Texas Interscholastic Mountain Bike League state championship May 15th during the Rally in the Valley at the Sacket Ranch in Troy. The team earned back-to-back titles and its sixth state championship since the 2011-2012 season.

A member of the National Interscholastic Cycling Association, the LT Mountain Bike team was formed in the fall of 2011 to provide competitive mountain biking experiences for students in grades 9 to 12. In 2015, the league expanded to include middle school student-athletes.

Student Name	Grade Level	Student Name	Grade Level
Jack Foster	5	Jack Bauer	9
William (Flick) Bacot	6	Parker Grovatt	9
Warren Dalrymple	6	Ethan Mikolaycik	9
Trajan Koberg	6	Carson Faulk	9
Addison DeMarco	6	Tyler Richter	9
Harper Marsella	6	Isaac Might	9
Collin Meyer	7	Leo Block	9
Charlie Paris	7	Luke Pritchett	9
Gilad Yelovitch	7	Evan Wright	9
Carter Hadden	7	Chris Hawkins	9
Bryce Judd	7	Christian Ozuna	9
Grafton Coyle	7	Harrison Hale	10
Eshaan Patel	7	Charlie Mancino	10
Jack Shapiro	7	Jamie Ezell	10
Owen Armbruster	7	Oliver Morabbi	10
Hannah Hale	7	Jacob Hensley	10
Arjun Arora	7	Tristan Evans	10
Kallen Smith	7	Kaeden Hanly	10
Noah McWhorter	7	Keanan Butler	10
Cameron Humphrey	7	Cohen Moncada	10
Myles Petrich	7	Jack Bledsoe	10



Grayson Dehner	7	Grace Woods	10
Ford Spencer	7	Nate Hale	10
Evan Muras	7	Owen Remlinger	10
Camden Stone	7	Nathan Kulasingam	10
Grayson Purvis	7	Kaden Gazur	10
Ronan Cowings	7	Justin Guyah	10
Justin Wick	7	Michael Moyer	10
Everett Perkins	8	Izzy Spencer	10
Aria Koberg	8	Isa Stranahan	10
Allegra Koberg	8	Samantha Campbell	11
Frank Hobbs	8	Kyle Judd	11
Wright Clements	8	Ian Crane	11
Isabella Taylor	8	Andreas Triant	12
Lily Osborne	8	Hudson Hale	12
Samuel Malcolm	8	Riley O'Grady	12
Madelyn Teshler	8	Matthew Fisher	12
Dawson Justus	8	Alan Mascorro	12
Xen Stranahan	8	Mac Tucker	12
Levi Hays	9	Dylan Schlageter	12
Joe Mohn	9	Walker Lenamon	12

Rick Margiotta serves as Team Director and Coach.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Executive Director of Communications and Community Relations

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022 Special Olympics Malta Invitational Games

RECOMMENDED ACTION

Special Recognition

RATIONALE

Serene Hills Elementary School Special Education teacher and Lake Travis Special Olympics coach Erin Russo, along with Lake Travis High School students Reagan and Jordan Lowman, have placed Lake Travis ISD on the global stage.

From May 13-18, the trio was part of 23 delegations who gathered in the country of Malta to compete in the 2022 Special Olympics Malta Invitational Games. According to Special Olympics Texas, this was the first time an international Special Olympics event was held in Europe since the pandemic. Athletes were offered the opportunity to compete in aquatics, athletics, bocce, bowling, football, and table tennis. Reagan and Jordan competed in the Unified Bowling doubles event, earning first place.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Executive Director of Communications and Community Relations
Laura Abbott, Ed. D. - Director of Special Services

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Long Range Facilities Planning Committee Board of Trustees Presentation 2022- Recommendations to the School Board

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at either the July 20, 2022 or August 17, 2022 Board Meeting.

RATIONALE

Kayla Hrapchak and Owen Lowe, LTHS Students, Ms. Dana Rieder and Christy Black, Committee Members, of the 2022 Bond Advisory Committee, will present the findings and recommendation of the committee. Following their work this spring, the Bond Advisory Committee recommends that the Lake Travis ISD Board of Trustees call for a bond election in the amount of \$703,000,000 to include the following projects:

- New High School
- New Elementary #8
- New Elementary #9
- Lake Travis High School Additions and Upgrades
- Campus and District Renovations and Improvements
- Facilities Condition Assessment Projects
- Technology
- Land

Additional detail will be provided during the presentation and discussion.

BUDGET PROVISIONS

Amount - \$703,000,000

RESOURCE PERSONNEL

Paul Norton - Superintendent of Schools

ATTACHMENTS

Presentation 2022- Recommendations to the School Board

MEETING DATE

June 15, 2022



LONG RANGE FACILITIES PLANNING COMMITTEE
BOARD OF TRUSTEES PRESENTATION
2022

RECOMMENDATION TO THE **LAKE TRAVIS ISD BOARD OF TRUSTEES**

Long Range Facilities Planning Committee

Recommendation to the School Board

June 15, 2022

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Committee Liaisons

Owen Lowe

Kayla Hrapchak

Christy Casey-Moore

Dana Rieder

STUDENT VOICE



**Owen Lowe
Kayla Hrapchak**



LONG RANGE FACILITIES PLANNING COMMITTEE

Aaliya Maknojiya

Amber King

Amy Beckstead

Amy Hanken

Ashley Cellio

Becky King

Brad Bailey

Brent Allison

Brian Prehn

Carrie Grant

Charles Aguillon

Charlie Trentacosti

Chip Holt

Chris Woehl

Christy Casey-Moore

Colby Nichols

Dana Rieder

David Destefano

Eilsey Hull

Evalene Murphy

Frank West

Freda Collier

Hanna Contreras

Jace Arnold

Janet Rockett Graham

Jared Black

Jenny Wright

Jessica Walker

Jim Cummings

Jim Schwendinger

Kate Lennox

Kayla Hrapchak

Kirk Rasmussen

Kori Wydman

Linnea Falk

Lisa Johnson

Melanie Cravey

Melissa Williamson

Michelle D Smallwood

Mike Dalhauser

Monica Hall Porter

Natasha Jackson

Olivia Watson

Owen Lowe

Pam Sanchez

Robert Winovitch

Stefani Allen

Tracy Mendez

Trisha Moulinet

Wes Jones

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Table Facilitators: Betsy Russell, Debbie Garinger, Hank Carter, Keegan Luedecke, Kim Kellner, Marco Alvarado

COMMITTEE REPRESENTATION

Comprised of a cross-section of the community:

- Parents & Grandparents
- Business Leaders
- Civic Leaders
- Educators & Administrators
- Volunteers
- Community Members
- Retirees
- Alumni



COMMITTEE CHARGE

The Lake Travis ISD Long Range Facilities Planning Committee is charged by the Board of Trustees to, in the spirit of the strategic plan:

- prioritize the needs of ALL LTISD students and make decisions that will enable students to receive a premier education;
- represent the expectations and values of the community;
- consider projects that will provide a safe and secure educational setting for students and staff; and
- make recommendations that enhance the District's capacity to provide conditions for quality teaching and learning within the parameters of fiscal capacity and responsibility.

COMMITTEE MEETINGS

Meeting #1

Process, timeline, vision, end goal
Charge from Board of Trustees
Gradients of Decision Making Model
School Finance 101

Meeting #2

Demographic Report
Facility Needs Presentation

Meeting #3

Facility Tour

Meeting #4

Project Priority Presentation

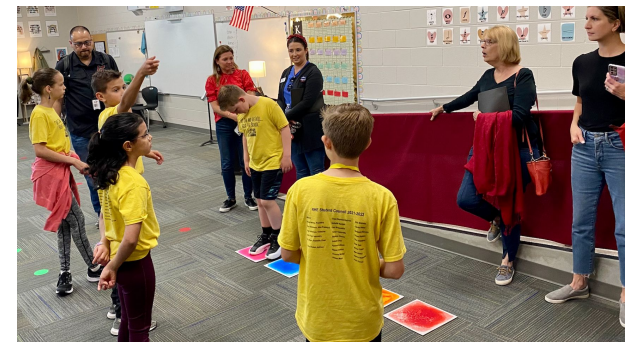
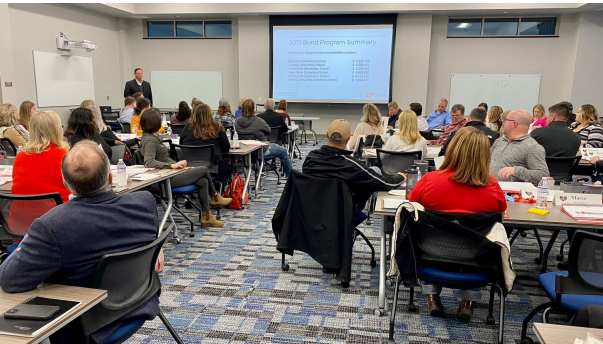
Meeting #5

Financial Advisor Presentation
Priority Worksheet and Mock Vote

Meeting #6

Bond Package Development with
CoVoice
CELEBRATE!

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COMMITTEE RECOMMENDATIONS

New High School - \$236,430,617

New Elementary School #8 - \$50,917,526

New Elementary School #9 - \$55,517,521

Lake Travis High School Additions and Upgrades - \$84,732,969

Campus and District Renovations and Improvements - \$166,409,289

Facilities Condition Assessment Projects - \$38,746,968

Technology - \$55,245,110

Land - \$15,000,000

Total - \$703,000,000

COMMITTEE RECOMMENDATIONS

The **Lake Travis ISD**
Long Range Facilities Planning Committee
recommends the
Lake Travis ISD Board of Trustees call a
Bond Election for November 8, 2022

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BOND ELECTION DATES & DEADLINES

Election must be called by the Board of Trustees by **August 22, 2022**

Early voting will be held between **October 24-November 4, 2022**

Election Day is **November 8, 2022**

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TELLING THE STORY...





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Redemption Resolution-Debt Management for 2022-2023

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting

RATIONALE

For the 2022 Tax Year, Lake Travis Independent School District has a projected taxable property value increase of 24%. This increase in value will allow the district to redeem an additional \$26,890,000 in outstanding obligations from its Unlimited Tax School Building Bonds, Series 2012 and Unlimited Tax School Building Bonds, Series 2018A. By aggressively paying down the district's debt service requirements, Lake Travis Independent School District is able to save the citizens of the district interest and also build capacity for future bond programs. Including the upcoming defeasance, the district will have early retired approximately \$114 million and refinanced \$257 million since 2013, saving the taxpayers approximately \$115.5 million of interest over the life of the outstanding bonds.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Brad Goerke – Director of Finance/Comptroller

ATTACHMENTS

1. RBC Capital Markets Defeasance Discussion
2. Lake Travis ISD-2022 Defeasance Redemption Resolution

MEETING DATE

June 15, 2022

Lake Travis Independent School District

Preliminary Defeasance Analysis and
Current Market Update

June 15, 2022



Capital
Markets

R. Dustin Traylor
Managing Director

RBC Capital Markets, LLC
303 Pearl Parkway
Suite 220
San Antonio, TX 78215

Tel: (210) 805-1117
Fax: (210) 805-1119

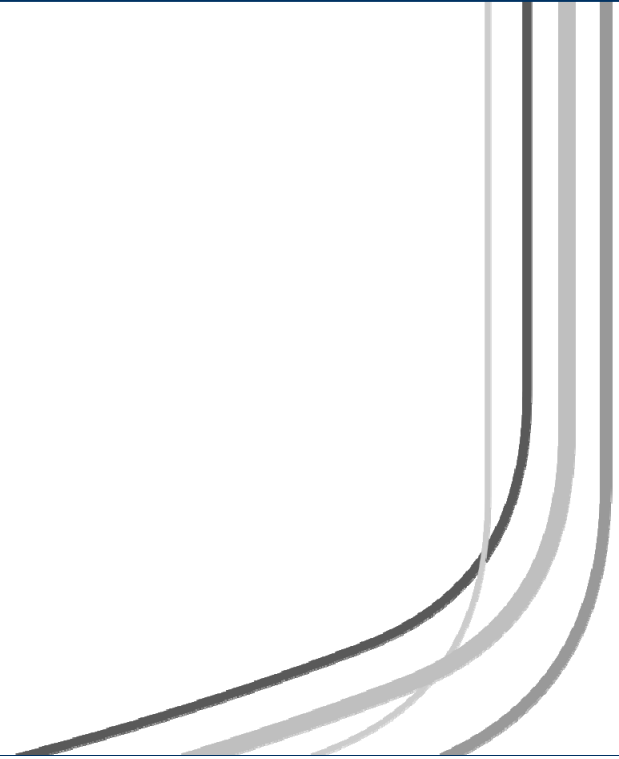
robert.d.traylor@rbccm.com

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2. Economic Conditions and Market Update

Current Bond Profile and Preliminary Defeasance Analysis

Section 1

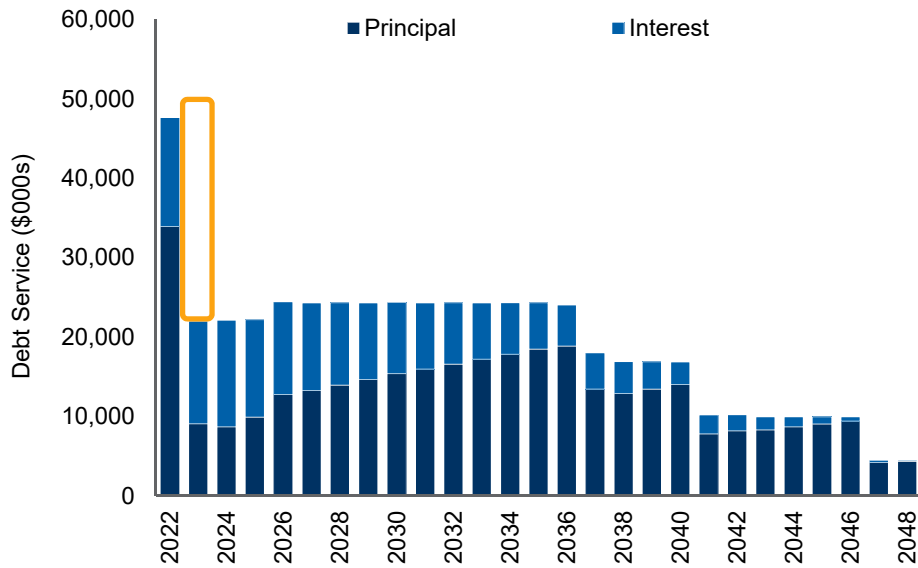


Lake Travis ISD – Unlimited Tax Debt Profile

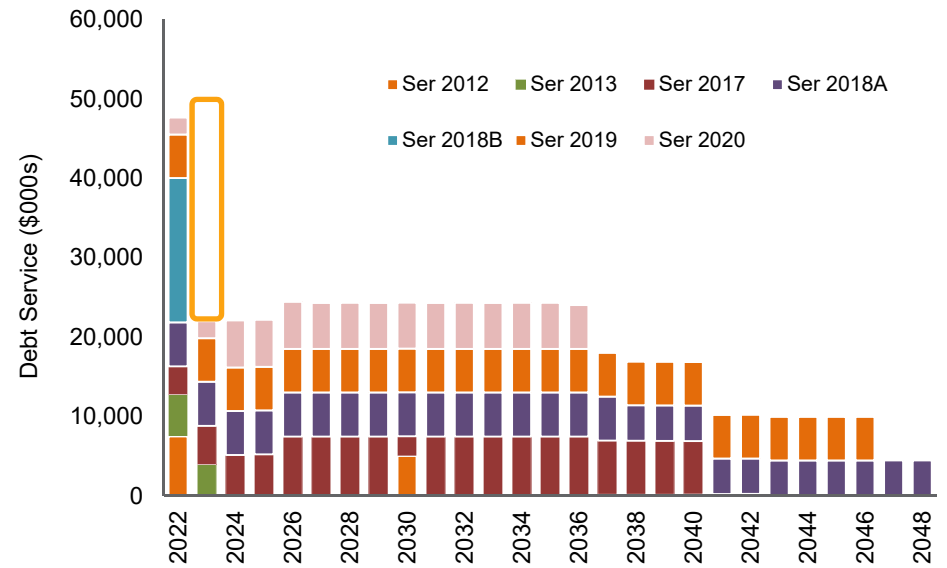
Lake Travis Independent School District					
Issue	Issued Par Amount	Outstanding Par Amount	Coupon Range of Callable Bonds	First Call Date	Final Maturity
U/L Tax Sch Bldg Bds, Series 2012	\$ 143,120,000	\$ 6,175,000	3.000% - 3.625%	Anytime	02/15/2042
U/L Tax Ref Bds, Series 2013	104,600,000	3,690,000	N/A	N/A	02/15/2023
U/L Tax Ref Bds, Series 2017	82,905,000	81,040,000	4.000% - 5.000%	02/15/2027	02/15/2040
U/L Tax Sch Bldg Bds, Series 2018A	108,735,000	80,265,000	4.000% - 5.000%	02/15/2027	02/15/2048
U/L Tax Sch Bldg Bds, Series 2019	9,275,000	82,570,000	3.750% - 5.000%	02/15/2025	02/15/2046
U/L Tax Ref Bds, Taxable Series 2020	64,450,000	63,065,000	1.651% - 2.071%	02/15/2030	02/15/2036
Totals	\$ 513,085,000	\$ 316,805,000			


Defeasance Candidates

Outstanding Unlimited Tax Debt by Principal & Interest



Outstanding Unlimited Tax Debt by Series



 Denotes estimated 2023 defeasance payment.

Lake Travis ISD – Bond Profile

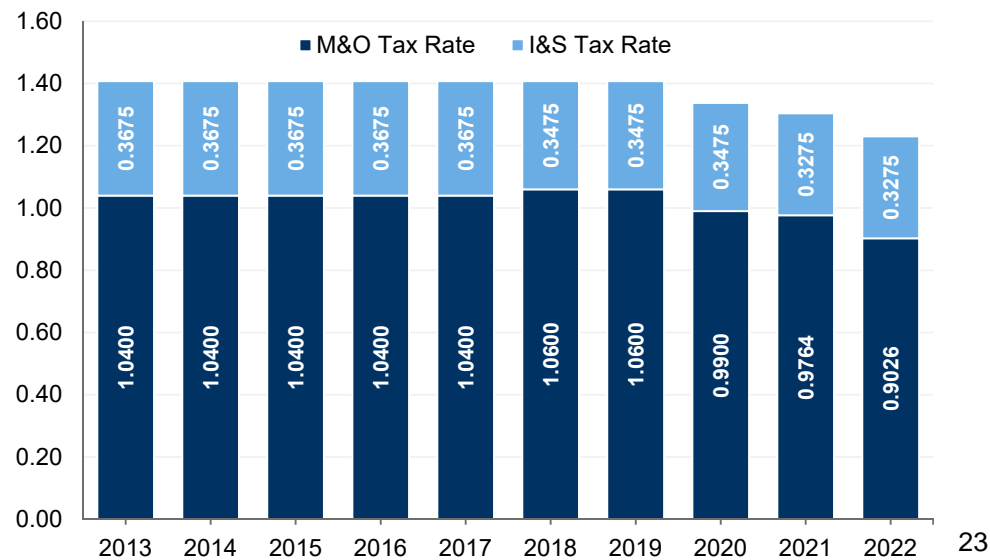
Historical TAV and Tax Rate Information

Lake Travis ISD Historical TAV and Tax Rates

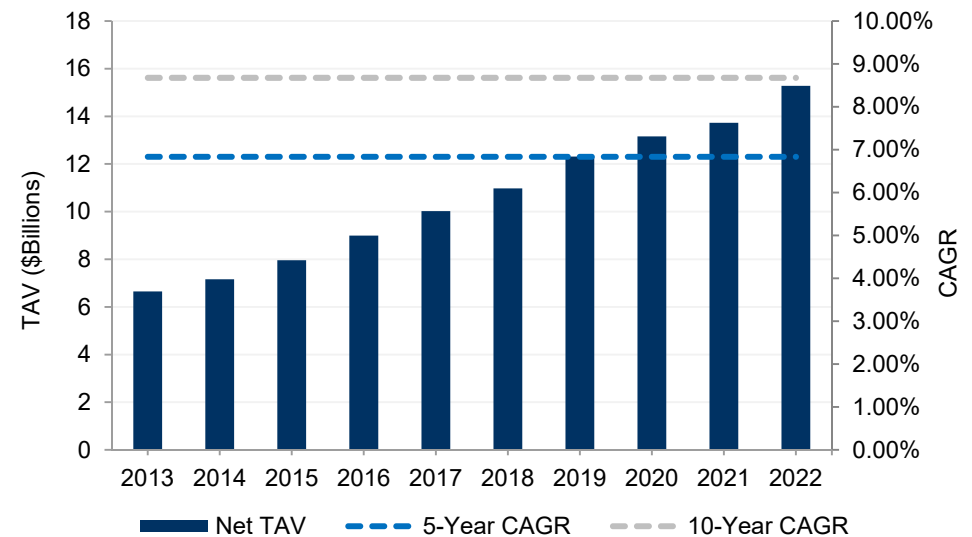
Tax Year	FYE	Net TAV	TAV Growth	M&O Tax Rate	I&S Tax Rate	Total Tax Rate
2012	2013	6,647,760,522	4.61%	1.0400	0.3675	1.4075
2013	2014	7,157,958,622	7.67%	1.0400	0.3675	1.4075
2014	2015	7,960,090,271	11.21%	1.0400	0.3675	1.4075
2015	2016	8,990,965,485	12.95%	1.0400	0.3675	1.4075
2016	2017	10,019,351,336	11.44%	1.0400	0.3675	1.4075
2017	2018	10,975,753,835	9.55%	1.0600	0.3475	1.4075
2018	2019	12,309,934,413	12.16%	1.0600	0.3475	1.4075
2019	2020	13,160,460,559	6.91%	0.9900	0.3475	1.3375
2020	2021	13,727,644,843	4.31%	0.9764	0.3275	1.3039
2021	2022	15,276,731,650	11.28%	0.9026	0.3275	1.2301
5-Yr CAGR*			6.84%			
10-Year CAGR*			8.68%			

* Compound Annual Growth Rate ("CAGR")

Historical Tax Rate Breakdown



Historical TAV and Growth



Lake Travis ISD – Redemption Discussion

2022/23 Bond Defeasance

By calling portions of the District's outstanding Unlimited Tax School Building Bonds, Series 2012 and Unlimited Tax School Building Bonds, Series 2018A, the District will realize savings by retiring bonds ahead of their stated maturity. This is similar to making additional principal payments on your home mortgage in order to pay it off early. The estimated savings are summarized below.

Defeasance Candidates

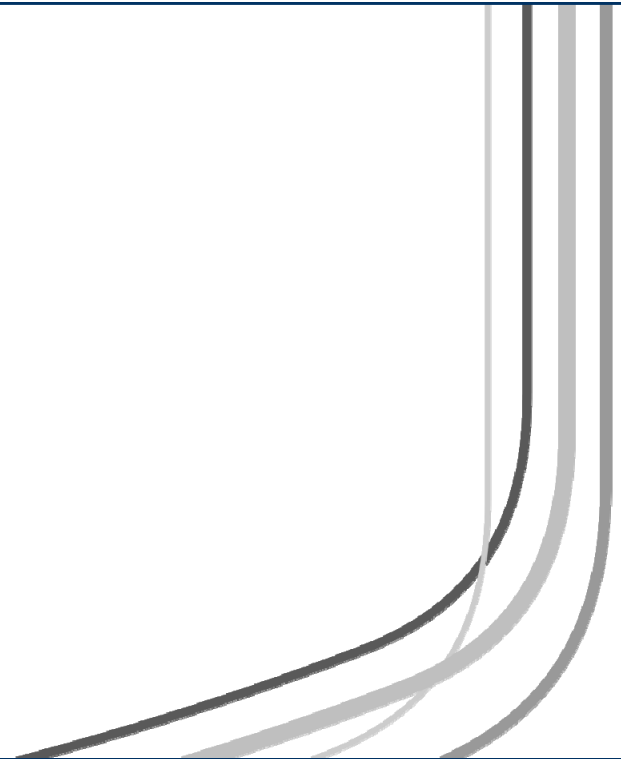
Series	Est. Par Defeased	Estimated Interest Savings	Maturities Defeased
Unlimited Tax School Building Bonds, Series 2012	\$ 6,175,000	\$ 1,790,787	2030; 2037-2042
Unlimited Tax School Building Bonds, Series 2018A	20,715,000	16,368,489	2037-2043
Total	\$ 26,890,000	\$ 18,159,276	

Historical Refunding and Defeasance Summary

Issue	Total Refunded	Maturities Refunded	Savings
		Series 2004 (2015-2022)	
		Series 2006 (2017-2036)	
Series 2013	\$ 108,010,000	Series 2006A (2017-2036)	\$ 13,584,577
2014 Call	2,200,000	Series 2005 (2015-2017)	207,500
2015 Call	3,355,000	Series 2005 (2016-2017)	255,750
2015 Defeasance	2,112,750	Series 2006A (2020)	460,788
		Series 2006 (2017-2019)	
2016 Call	9,612,760	Series 2006 (2034-2036)	2,905,740
		Series 2006 (2018-2033)	
		Series 2008 (2019-2020)	
2017 Call/Defeasance	15,720,000	Series 2012 (2042)	9,936,109
		Series 2012 (2023-2029)	
Series 2017	84,090,000	Series 2012 (2031-2041)	14,614,871
		Series 2012 (2023-2025)	
2018 Defeasance	16,285,000	Series 2012 (2041-2042)	11,823,461
2019 Defeasance	3,525,000	Series 2018B (2038-2048)	5,624,801
2020 Defeasance	6,000,000	Series 2018B (2038-2048)	4,947,678
Series 2020	64,455,000	Series 2013 (2024-2036)	10,351,852
2021 Defeasance	7,405,000	Series 2018B (2038-2048)	5,896,690
		Series 2012 (2037-2042)	
2022 Redemption	21,690,000	Series 2018B (2038-2048)	16,688,998
		Series 2012 (2030; 2037-2042)	
2023 Call/Defeasance	26,890,000	Series 2018A (2037-2043)	18,159,276
Total	\$ 371,350,510		\$ 115,458,090

Economic Conditions and Market Update

Section 2



Current Market Review

Economic Update

U.S. Economic Overview

- US shares declined last week, with the DJIA, S&P500, and Nasdaq falling 0.9%, 1.2%, and 1.0%, respectively.
- The unemployment rate held steady at 3.6% in May, and wages grew at an annualized pace of 5.2% during the month.
- Inflation is the main focus this week, with May CPI expected to print at 8.2% headline and 5.9% core.
- Fed officials have signaled a 50bp hike is in the works at next week's FOMC meeting.
- Futures are pricing in 50bp hikes for June, July, and September, followed by 25bp hikes in November and December.

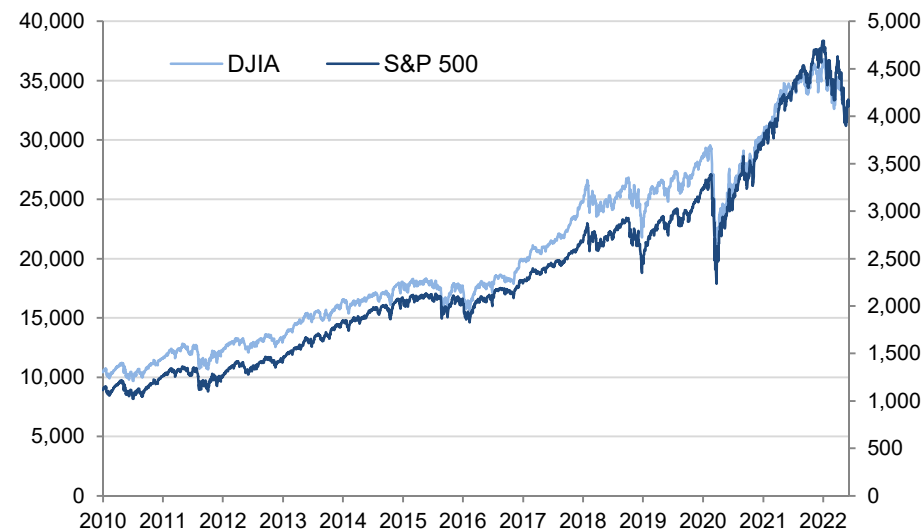
RBC Economic Outlook and Interest Rate Forecasts⁽¹⁾

	Q2'22	Q3'22	Q4'22	Q1'23	Q2'23
Real GDP (QoQ)	3.00	2.50	2.20	1.80	0.90
Core Inflation (YoY)	7.60	6.60	5.10	3.30	2.10
Fed Funds*	1.38	2.13	2.63	2.88	2.88
2-Year Notes	2.66	2.80	2.90	2.95	2.90
5-Year Notes	2.75	2.85	2.90	2.95	2.85
10-Year Notes	2.80	2.85	2.90	2.90	2.85
30-Year Bonds	2.90	2.95	3.00	3.00	2.90

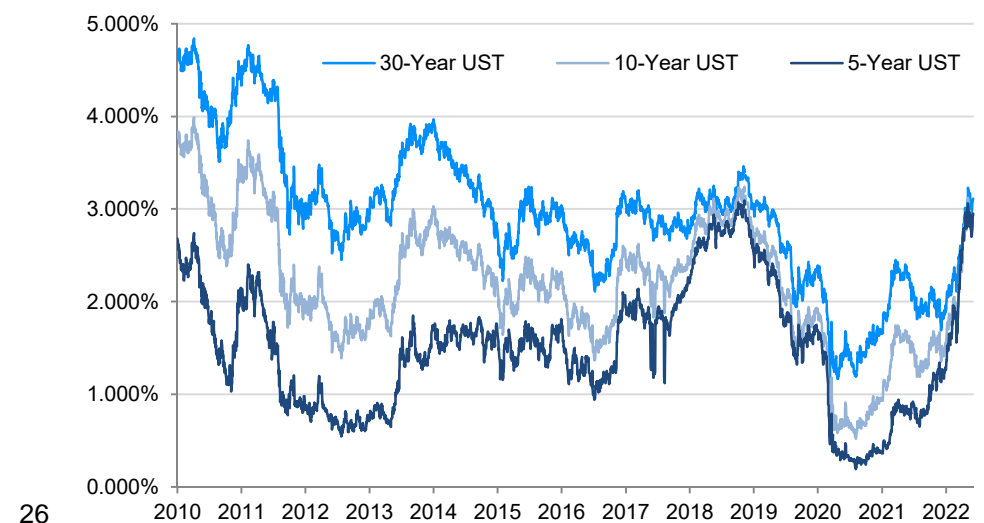
(1) RBC Rate and Economic Forecast as of May 10, 2022.

*Top of 25 basis point range.

U.S. Equity Market



U.S. Treasury Rates



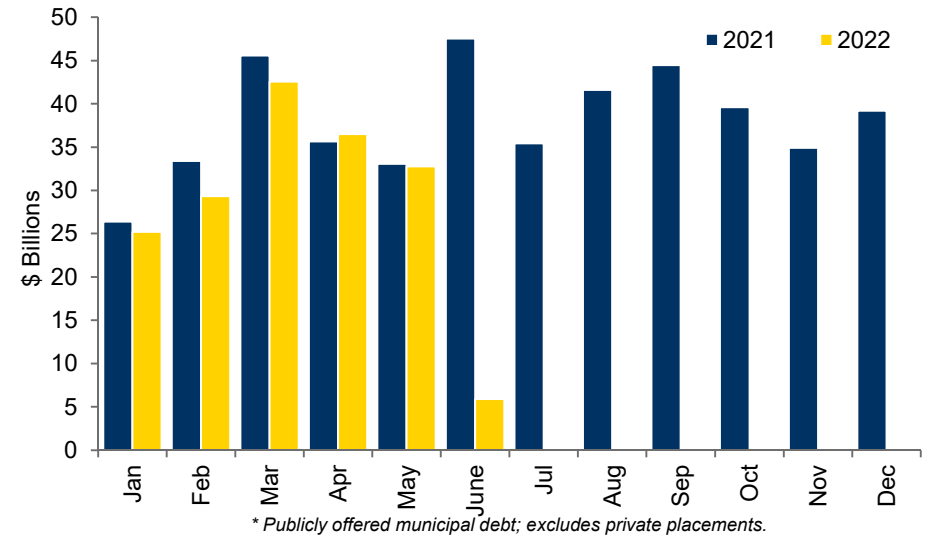
Current Market Review

Municipal Market Update

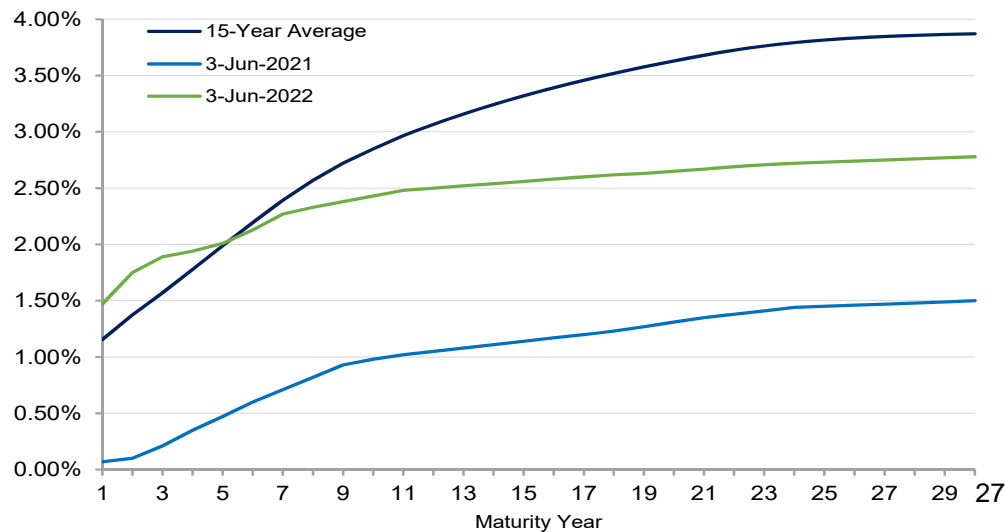
Municipal Market Overview

- **2021 Municipal Supply:** \$456 billion
- **2022 Municipal Supply (Forecast):** \$460 billion
- Municipals significantly outperformed Treasuries for the second consecutive week as a turnaround in demand for tax exempt product produced the first week of municipal bond mutual fund inflows in 15 weeks.
- The Municipal Market Data AAA yield closed ten basis points lower week/week in the five year range, six basis points lower in the ten year range and five basis points lower in the thirty year range.
- By the close of the week, US Treasuries were 22 basis points higher in the five year range, 20 basis points higher in the ten year range, and twelve basis points higher in the thirty year range.
- Municipal bond funds reported net inflows of \$1.216bn last week, snapping a 14-week trend of outflows.

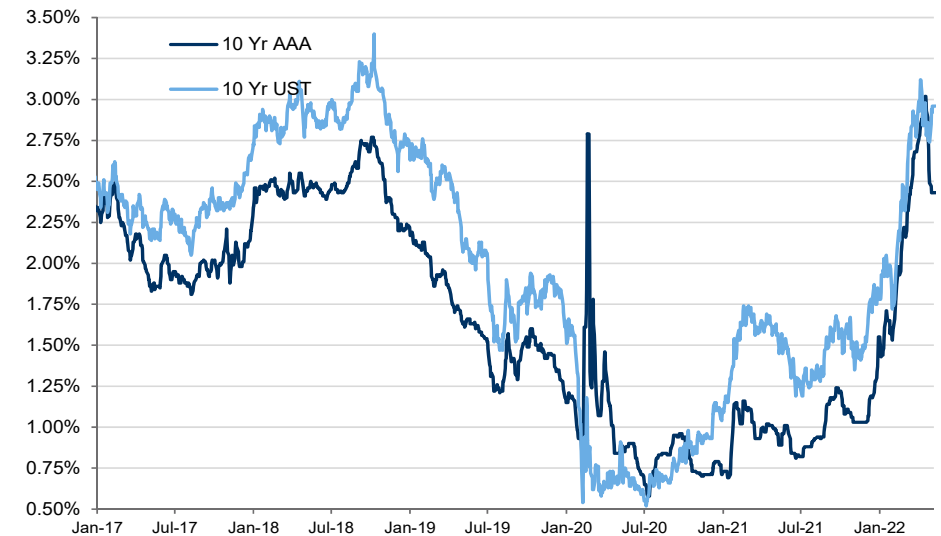
2021 – 2022 Monthly Supply* (\$ Billions)



Today's MMD Curve in Context



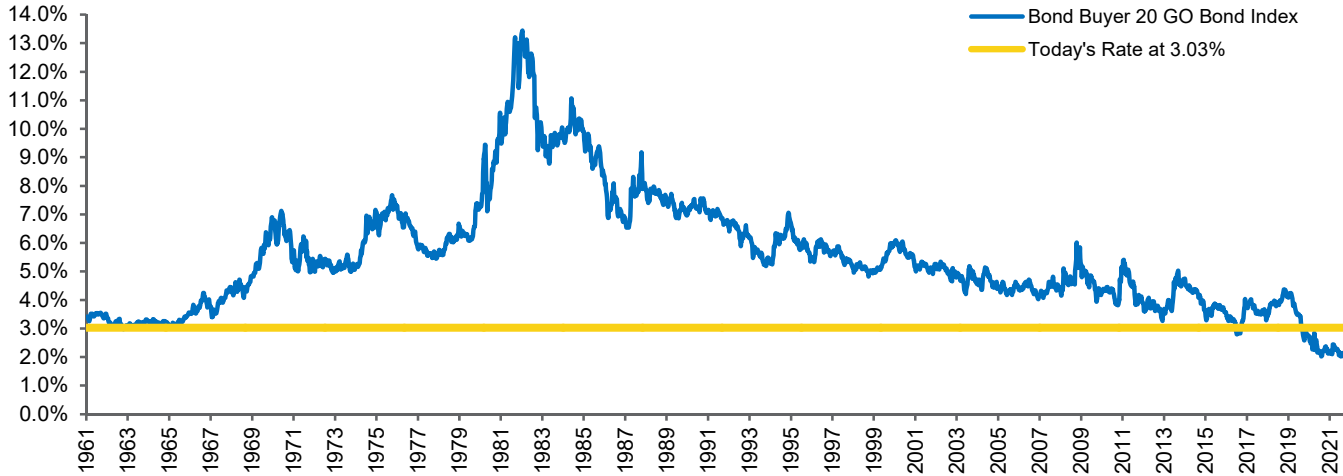
Tax-Exempt and Taxable Yield Trends: January 1, 2017 - Present



Current Market Review

BBI 20 Index and Municipal Fund Flows

Bond Buyer 20 GO Bond Index Since 1961

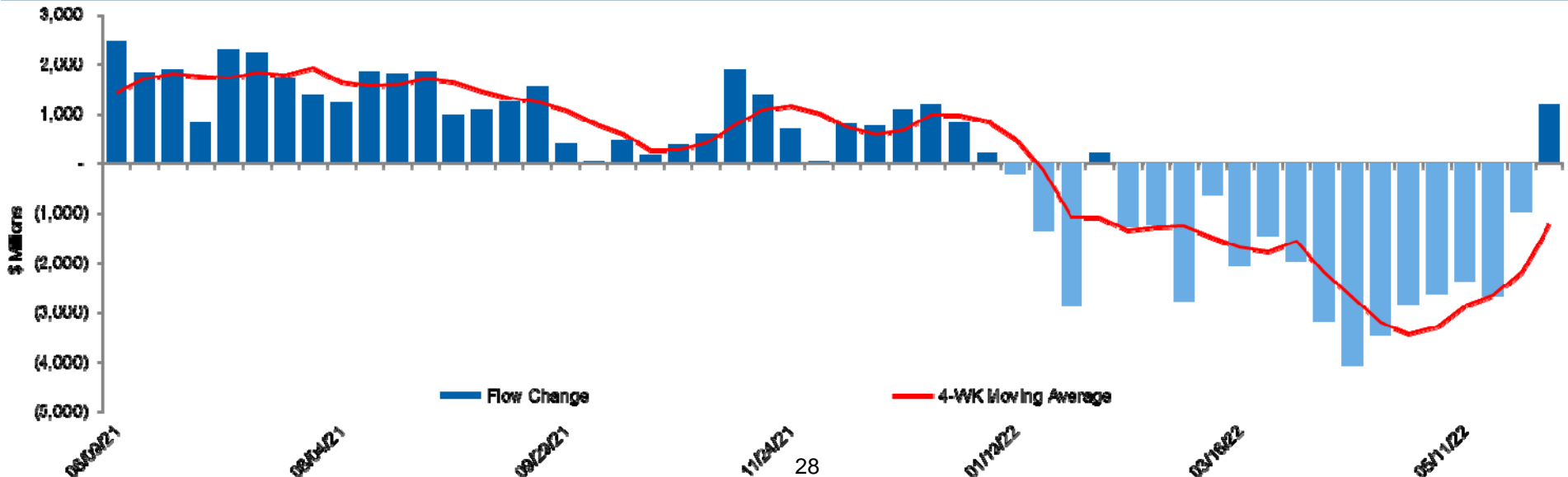


% of Time in Each Range Since 1961

Yield Range		
Less than 3.50%	14.18%	<div style="width: 14.18%;"></div>
3.50% - 4.00%	10.52%	<div style="width: 10.52%;"></div>
4.01% - 4.50%	10.96%	<div style="width: 10.96%;"></div>
4.51% - 5.00%	9.43%	<div style="width: 9.43%;"></div>
5.01% - 5.50%	13.15%	<div style="width: 13.15%;"></div>
5.51% - 6.00%	9.15%	<div style="width: 9.15%;"></div>
6.01% - 6.50%	7.09%	<div style="width: 7.09%;"></div>
6.51% - 7.00%	6.46%	<div style="width: 6.46%;"></div>
7.01% - 7.50%	5.84%	<div style="width: 5.84%;"></div>
7.51% - 8.00%	3.44%	<div style="width: 3.44%;"></div>
Greater than 8.00%	9.78%	<div style="width: 9.78%;"></div>
Total	100.00%	

Today's 3.03% level is lower than 95.07% of historical rates since January 1961.

Lipper Municipal Fund Flows



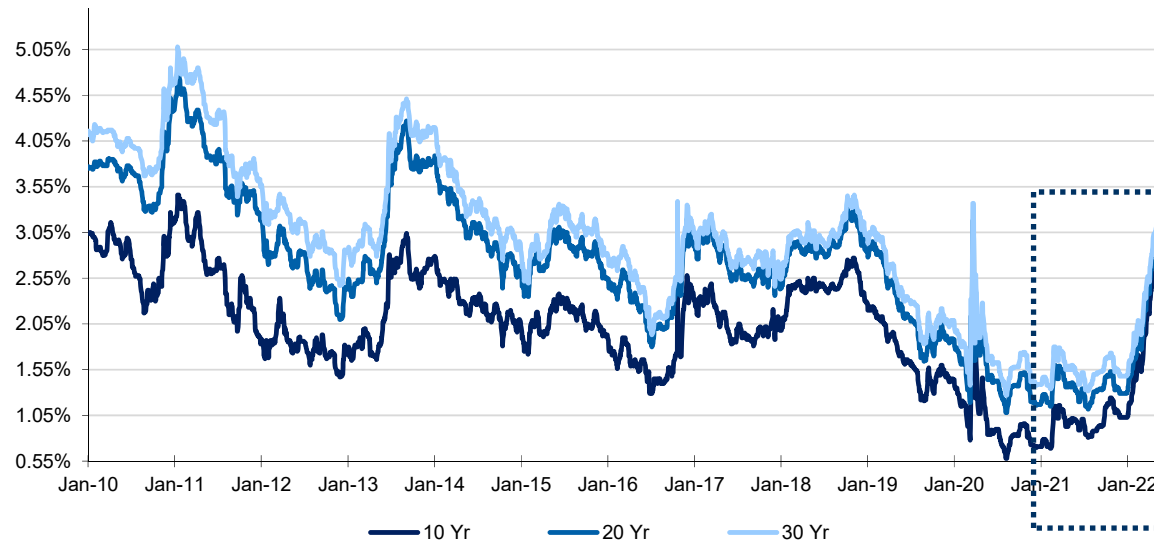
Source: Lipper; as of June 1, 2022.

Current Market Review

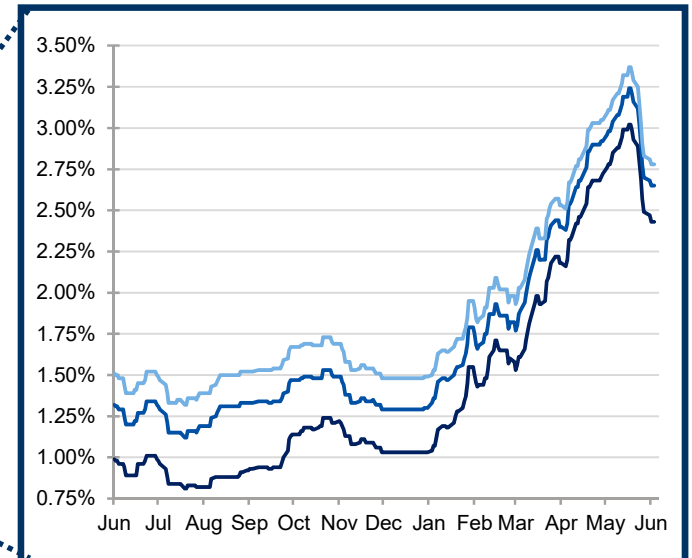
Municipal Market Data – 30 Year "AAA" Rates

- After closing at 2.83% the previous week, the 30-year "AAA" MMD decreased 5 bps from May 27 – June 3, closing at the current rate of 2.78%.

"AAA" MMD January 1, 2010 to Present



Shift in "AAA" MMD Since June 2021



January 1, 2010 to Present

	10-Year	20-Year	30-Year
Maximum	3.460%	4.890%	5.080%
Minimum	0.580%	1.080%	1.270%
Current	2.430%	2.650%	2.780%

Shift in 30-year "AAA" MMD

	2015	2016	2017	2018	2019	2020	2021
	-0.01%	0.27%	-0.51%	0.47%	-0.93%	-0.70%	0.10%

June 1, 2021 to Present

	10 Yr	20 Yr	30 Yr
Maximum	3.020%	3.240%	3.370%
Minimum	0.810%	1.120%	1.320%
Average	1.428%	1.717%	1.889%

Source: TM3, Thomson Reuters
10, 20, and 30 year "AAA" MMD shown to represent different average lives of municipal transactions
Rates as of June 3, 2022

Disclaimer

Sources include: [https://www.rbccm.com/assets/rbccm/docs/uploads/2017/RBCCM Muni Markets Weekly Newsletter.pdf](https://www.rbccm.com/assets/rbccm/docs/uploads/2017/RBCCM_Muni_Markets_Weekly_Newsletter.pdf), <http://www.rbc.com/economics/>, RBC Capital Markets.

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A RESOLUTION BY THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING DISTRICT OBLIGATIONS; DIRECTING THE BOARD SECRETARY, OR A DESIGNEE THEREOF, TO EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DELEGATING TO CERTAIN DISTRICT OFFICIALS AND STAFF THE AUTHORITY TO EFFECTUATE MATTERS HEREIN RESOLVED; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board previously adopted an order on January 26, 2012 (the *2012 Bond Order*) authorizing the issuance of obligations designated as “Lake Travis Independent School District Unlimited Tax School Building Bonds, Series 2012,” dated February 15, 2012, in the original principal amount of \$143,120,000 (the *2012 Outstanding Obligations*); and

WHEREAS, the Board previously adopted an order on January 23, 2018 (the *2018A Bond Order* and, together with the 2012 Bond Order, the *Bond Orders*) authorizing the issuance of obligations designated as “Lake Travis Independent School District Unlimited Tax School Building Bonds, Series 2018A,” dated February 1, 2018, in the original principal amount of \$108,735,000 (the *2018A Outstanding Obligations* and, together with the 2012 Outstanding Obligations, the *Outstanding Obligations*); and

WHEREAS, the 2012 Outstanding Obligations are currently outstanding in the principal amount of \$6,175,000 and mature on February 15, 2030 and February 15, 2042, and are subject to redemption, at the District’s option, on February 15, 2023 or any date thereafter; and

WHEREAS, the 2018 Outstanding Obligations are currently outstanding in the principal amount of \$80,265,000 and mature on February 15 in each of the years 2037 through 2040 and February 15, 2043 and are subject to redemption, at the District’s option, on February 15, 2027 or any date thereafter; and

WHEREAS, the Bond Orders provide the notice requirements to effectuate the respective redemption of the Outstanding Obligations that are subject to redemption prior to their applicable Stated Maturity; and

WHEREAS, it is in the best interest of the District and its residents to defease and redeem certain of the Outstanding Obligations prior to their Stated Maturity, extinguishing the District’s payment obligations with respect thereto at the time of defeasance, and calling certain of the Outstanding Obligations for optional redemption, all as herein provided; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The Board hereby authorizes an Authorized Official to use District funds realized from interest and sinking fund tax collections or any other lawfully available sources (the *Defeasance Proceeds*), in an amount necessary and sufficient, prior to the end of the District’s fiscal year ending August 31, 2023, to defease \$26,890,000 in principal amount of the Outstanding Obligations to their February 15, 2023 and February 15, 2027 respective redemption dates (such

identified Outstanding Obligations, the *Defeased Obligations*). An Authorized Official shall accomplish the defeasance and redemption of the Defeased Obligations by establishing and funding with Defeasance Proceeds prior to August 31, 2023 the hereinafter-defined Escrow Fund pursuant to the provisions of Section 3 hereof. Notwithstanding the foregoing, an Authorized Official may increase the principal amount of the Defeased Obligations after taking into account available District funds from the sources identified above, interest earnings on Escrow Fund deposits, and final costs related to establishment of the Escrow Fund, with the goal of maximizing the principal amount of the Defeased Obligations.

SECTION 2. An Authorized Official is authorized to, and shall the Defeased Obligations to be redeemed on February 15, 2023 and February 15, 2027, respectively. This election to redeem is irrevocable upon adoption of this Resolution by the Board. The form of each Notice of Redemption for the respective Called Obligations are attached as Exhibit A hereto and incorporated by reference for all purposes.

SECTION 3. If applicable, the Escrow and Trust Agreement, dated as of July 20, 2022 (the *Agreement*), by and between the District and the Escrow Agent and relating to the Defeased Obligations and attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and such Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Defeased Obligations or benefit the District, is hereby authorized to be executed by an Authorized Official, for and on behalf of the District and as the act and deed of this Board; and such Agreement as executed by said Authorized Official shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, each Authorized Official, the District's Financial Advisor, and the District's Bond Counsel, in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Proceeds for deposit to the credit of the "LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2012 (2023 DEFEASANCE) ESCROW FUND" (the *2012 Escrow Fund*) and upon delivery to the Escrow Agent of the Defeasance Proceeds for deposit to the credit of the "LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2018A (2023 DEFEASANCE) ESCROW FUND" (the *2018A Escrow Fund*, and together with the 2012 Escrow Fund, *the Escrow Fund*), including the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Resolution, and the Agreement.

SECTION 4. The President and Secretary of the Board are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for the Defeased Obligations for further delivery thereby to the holders thereof, as provided in the Bond Order.

SECTION 5. The Board hereby authorizes each Authorized Official, if applicable, to appoint a verification agent (the *Verification Agent*) as appropriate to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Obligations, to the extent such appointment is necessary or desired.

SECTION 6. Each Authorized Official is authorized to evidence adoption of this Resolution and to do any and all things necessary or convenient to effect the redemption of the Defeased Obligations herein described and otherwise give effect to the intent and purpose hereof.

SECTION 7. The Board hereby directs that Defeasance Proceeds shall include amounts sufficient to pay professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the Escrow Agent, the Verification Agent, the paying agent/registrar for the Defeased Obligations, respectively and as applicable, and any other party whose services have been determined by the District to be necessary to accomplish the purpose and intent of this Resolution. Use of Defeasance Proceeds to pay these expenses is hereby approved.

SECTION 8. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 9. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 10. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 12. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board hereby delegates to the Board President, Board Vice President, Board Secretary, Superintendent of Schools, and the Assistant Superintendent of Business Services (each of the foregoing, an *Authorized Official*) the authority to independently select the counterparty to any agreement with the Escrow Agent, Verification Agent or any other contract that is determined by an Authorized Official, the District's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the *Ancillary Bond Contracts*); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 14. Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Bond Order.

SECTION 15. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * *

PASSED AND APPROVED, this the 20th day of July, 2022.

LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

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EXHIBIT A

NOTICES OF REDEMPTION

(See Tab No. __)

EXHIBIT B

ESCROW AND TRUST AGREEMENT

(See Tab No. __)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Spring 2022 STAAR Results

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the Spring 2022 STAAR assessment results.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent for Curriculum & Instruction

Kathy Burbank - Director of Accountability & Achievement

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Safety and Security Report

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Safety and Security report for LTISD.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Andy Michael - Chief of Police/Director of Security

ATTACHMENTS

Safety & Security Presentation

MEETING DATE

June 15, 2022



Safety & Security

Andy Michael
Chief of Police
Director of Security

Overview

Proactive measures taken by the District to increase safety and security.

Cavs Who Care Tip Line

Police Department / Officers

Secure Campuses / Campus Visitors

Raptor Visitor Management

Radios

Security Cameras

Partnerships with Local LE Agencies

Behavioural Threat Assessment Teams

Counselors and Social Workers

Staff Training

Standard Response Protocol

Cavs Who Care Tip Line

The [Cavs Who Care Tip Line](#) provides an easy and confidential way for students and parents⁴² to report bullying, harassment, threats, drugs, safety issues, or other personal crisis.

You can leave an anonymous tip on the LTISD or any campus website 24-hours-a-day, seven days a week. Contact info is preferred to assist in the follow-up, but not required.

The tip line is available on the LTISD website or the LTISD Application (iOS and Android)

LTISD Police Officers

- LTISD has its own police department consisting of a Chief and five officers.
- This department of six was newly established for the 2021-2022 school year after the Board of Trustees authorized its creation.
- This staffing of sworn Texas police officers doubled the number of officers assigned to protect our campuses from the year prior and is three times the number of officers the district contracted services for just two years ago.
- One additional police officer position has been approved for the 2022-2023 school year and hiring is in progress.

Safety & Security Committee

- The committee meets three times per year to work with district officials and community stakeholders to address the important task of school safety. Members will provide input into school safety and security measures that are of vital concern to our students, parents, schools, and community.
- Upcoming meetings are posted on the LTISD PD District web page.

Tuesday, July 19, 2022

Tuesday, November 15, 2022

Tuesday, March 28, 2023

Safety & Security Committee Members

- John Aouelle - Lake Travis ISD School Board President
- Bob Dorsett Jr. - Lake Travis ISD School Board Vice-President
- Paul Norton - Superintendent
- Andy Michael - Chief of Police/Director of Security, LTISD
- Wendi Daniels - Bee Cave Elementary Teacher
- Matt Greer - Parent, Lake Travis High School
- Jennifer Lieb - Parent, Lake Travis High School
- Louis Candoli - Parent, West Cypress Hills Elementary
- Brian Jones - Chief of Police, Bee Cave PD
- Fred Gardy - Travis County Deputy Emergency Management Coordinator
- Pam Sanchez - Assistant Superintendent for Business, Finance and Auxiliary Services
- Brad Bailey - Assistant Superintendent for Operations
- Jennifer Lyon - Director of Health and Social Emotional Learning
- Amanda Prehn - Bee Cave Middle School Principal

Secure Campuses / Campus Visitors

- All campuses are secured from entry and only allow visitors into a secured reception area through one exterior door
 - LTHS has two controlled access points for visitors (Main and Annex).
- Parents, guardians, and others are welcome to visit LTISD schools; however, access to the inside of the school will be denied until the visitor has signed in, been screened by the campus, demonstrated a legitimate need to be there, and issued a visitor's badge.

Raptor Visitor Management System

For the safety and security of our students, LTISD uses the Raptor Visitor Management System at all campuses. Raptor is the nation's leading provider of integrated school safety technologies and is designed to ensure that adult visitors on campus are identified and do not pose a threat to any students or staff.⁴⁷

Upon entering an LTISD campus, visitors will be asked to present one of the following forms of identification:

- Valid Driver's License (any state)
- Passport State-Issued Identification
- Card Work Visa Green Card

Licenses or identification cards will be scanned and returned. Once cleared, visitors will be issued a visitor's badge, which must be worn at all times while on campus. Upon departure, the visitor's badge must be returned to the receptionist.

Radios and Emergency Communications

- Key campus personnel has been provided radios to support campus communications and emergency response. ⁴⁸
- Police officers have access to these campus radios and also have issued police radios allowing them to communicate instantly with surrounding law enforcement agencies in the event of an emergency for a much faster response time than dialing 911.
- LTISD police officers work on the same radio channel as Lakeway PD and Bee Cave PD allowing for instant communication and situational awareness of incidents both on and off campus.

Security Cameras

- The district has hundreds of security cameras throughout the district. Every campus is very well-covered and our Technology Department is always working to improve⁴⁹ camera views and video quality.
- All campuses have staff that are authorized and capable of monitoring the cameras for their specific campus.
- Several key District personnel have access to view all cameras in the district live and the ability to review and download the recorded footage. This allows for information sharing between campuses when necessary.

Partnerships with Local Law Enforcement

- Our police officers and district administration work very closely with the Lakeway PD, Bee Cave PD, and the Travis County Sheriff's Office to coordinate emergency response plans.
- Additionally, all officers from surrounding agencies have an open invitation to visit and walk through our campuses at any time.
- This interagency cooperation has proven to be invaluable when agencies have needed to work together to solve issues and keep our community safe.

Behavioral Threat Assessment Teams

(LTISD Has a Team at Every Campus)

A “Safe and Supportive School Program Team” is a multidisciplinary team that conducts behavioral threat assessments by assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior and who gathers and analyzes data to determine the level of risk and appropriate intervention. The team serves as a safety net for the community and school by:

1. Conducting a fact-based, systematic, and investigative approach to determining how likely a person is to carry out a threat of violence.
2. Identifying, assessing, and managing appropriate interventions for individuals who are at risk for violence against themselves and others.
3. Providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual. When conducting this process with fidelity it leads to a positive and safe school climate.

This process is not intended to be punitive or adversarial; rather, it is a way to build trust and situational awareness.

Staff Training

- All district staff, including substitutes, custodial, cafeteria workers, etc. are trained annually on emergency protocols and the Standard Response Protocol (more info on ⁵² next slide), and all are expected to fully participate during all drills.

Standard Response Protocol (SRP)

A critical ingredient in the safe school recipe is the classroom response to an incident at school. Weather events, fire, accidents, intruders, and other threats to student safety are scenarios that are planned and trained for by students, teachers, staff, and administration.

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LTISD has expanded its safety program to include the Standard Response Protocol (SRP), a National program. The SRP is based on these five actions: Secure (Lockout), Lockdown, Evacuate, Shelter, and Hold. In the event of an emergency, the action and appropriate direction will be announced on the PA system.

- Secure (Lockout) - "Get inside. Lock outside doors"
- Lockdown - "Locks, lights, out of sight"
- Evacuate - "To the announced location"
- Shelter - "For a hazard using a safety strategy"
- Hold - "Hold in your classroom"

All students and staff will be trained and the school will practice these drills over the course of the school year.

Drills

At a minimum, LTISD conducts the following drills annually:

- Secure (Lockout) - 2 per year (1 required)
- Lockdown - 2 per year as required
- Evacuate - 1 per year (outside of fire drills)
- Shelter - 2 per year as required
- Fire Drills - 10 per year (4 required)



Questions?



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Mental Health Supports

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the current mental health supports for LTISD.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

Mental Health Supports Presentation

MEETING DATE

June 15, 2022

Mental Health Supports in LTISD

June 2022

57

Jennifer Lyon, Director of Health and SEL



Counseling Services Staff



School Counselors:

- Elementary- one per school
- Middle School- 3 at HBMS, 2 each at LTMS, BCMS
- High School- 9

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Social Workers

- One for each MS feeder pattern (3)
 - Two full time at the High School
-

How We Provide Services



Services For All Students

- Social/Emotional, Academic and Career Development
- Character Education
- Bully Prevention
- Suicide Prevention
- Conflict Resolution
- Social Skills
- Self Awareness
- Time Management
- Transitions
- Learning Styles, Study Skills, Organization
- College Planning

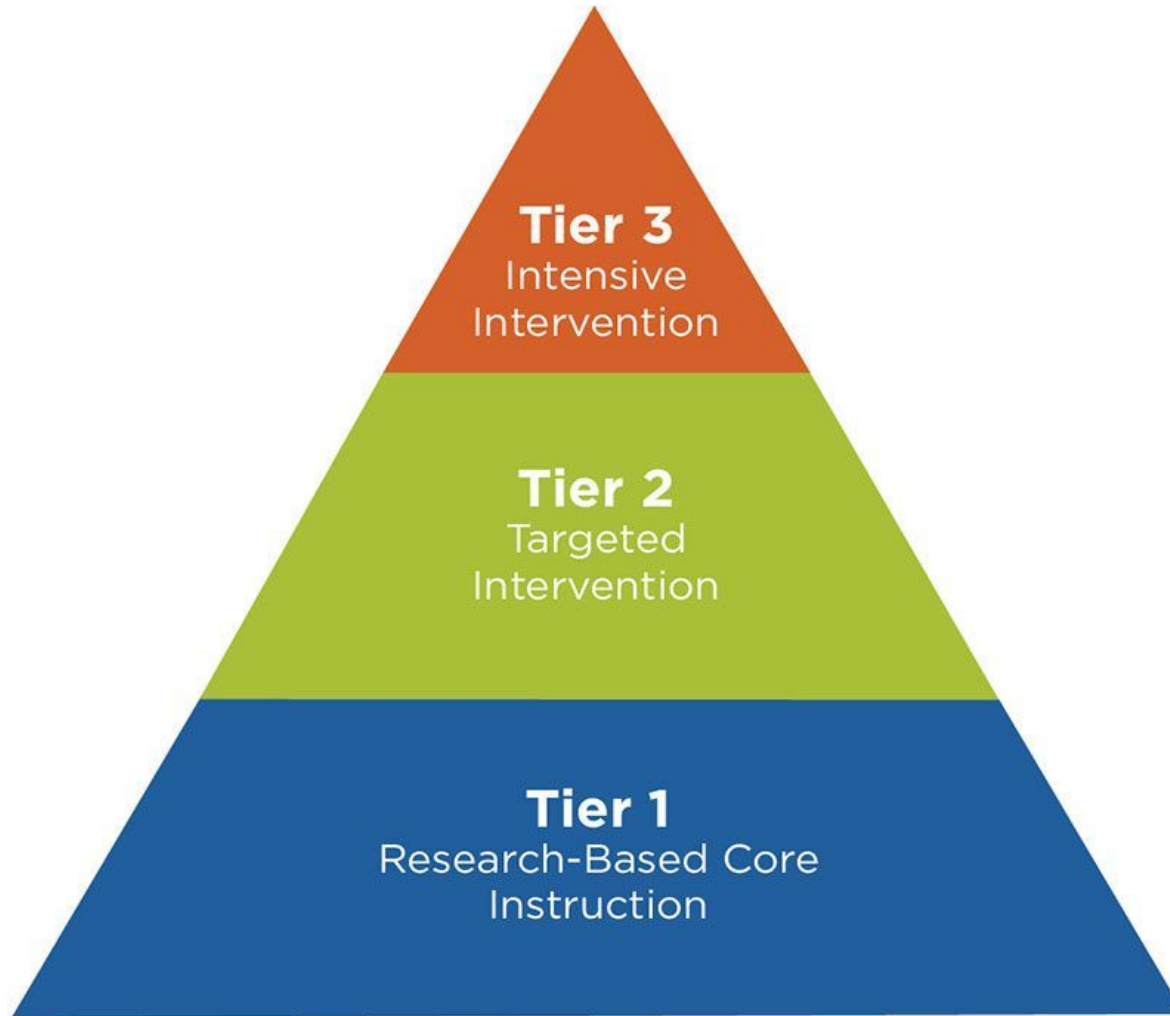
Services for Identified Students

- Individual Counseling
- Group Counseling
- Support for Academic, Social/Emotional, Personal, and Career Issues

Services for at-risk Students

- Referral to Social Worker
- Support Through RTI, 504, and Special Education Committees
- Referral to Outside Agencies
- Consult with Private Therapist and Community Resources

Tiers of Support



Tier 1 Supports



Proactive/Preventative:

- Counselor Guidance Lessons
- Campus specific initiatives
- Trauma Informed Practices
- Restorative Practices (Connection Toolkit for relationship building between students and staff)
- Staff trained in suicide prevention and mental health awareness
- Social & Emotional Learning curriculum

Social & Emotional Learning



- Elementary
 - Second Step
 - Leader in Me (RHE and LTE)
- Middle School
 - Second Step 2018-21
 - District Developed Mini Lessons 2021-22, 2022-23
- High School
 - Building Assets, Reducing Risks- BARR (9th grade)
 - School Connect (embedded in Cavalier 101, 201, 301, 401 courses for 2022-23)

SOCIAL AND EMOTIONAL LEARNING (SEL) COMPETENCIES

SELF-AWARENESS

The ability to accurately recognize one's own emotions, thoughts, and values and how they influence behavior. The ability to accurately assess one's strengths and limitations, with a well-grounded sense of confidence, optimism, and a "growth mindset."

- ⇒ IDENTIFYING EMOTIONS
- ⇒ ACCURATE SELF-PERCEPTION
- ⇒ RECOGNIZING STRENGTHS
- ⇒ SELF-CONFIDENCE
- ⇒ SELF-EFFICACY

SELF-MANAGEMENT

The ability to successfully regulate one's emotions, thoughts, and behaviors in different situations — effectively managing stress, controlling impulses, and motivating oneself. The ability to set and work toward personal and academic goals.

- ⇒ IMPULSE CONTROL
- ⇒ STRESS MANAGEMENT
- ⇒ SELF-DISCIPLINE
- ⇒ SELF-MOTIVATION
- ⇒ GOAL SETTING
- ⇒ ORGANIZATIONAL SKILLS

SOCIAL AWARENESS

The ability to take the perspective of and empathize with others, including those from diverse backgrounds and cultures. The ability to understand social and ethical norms for behavior and to recognize family, school, and community resources and supports.

- ⇒ PERSPECTIVE-TAKING
- ⇒ EMPATHY
- ⇒ APPRECIATING DIVERSITY
- ⇒ RESPECT FOR OTHERS

RELATIONSHIP SKILLS

The ability to establish and maintain healthy and rewarding relationships with diverse individuals and groups. The ability to communicate clearly, listen well, cooperate with others, resist inappropriate social pressure, negotiate conflict constructively, and seek and offer help when needed.

- ⇒ COMMUNICATION
- ⇒ SOCIAL ENGAGEMENT
- ⇒ RELATIONSHIP BUILDING
- ⇒ TEAMWORK

RESPONSIBLE DECISION-MAKING

The ability to make constructive choices about personal behavior and social interactions based on ethical standards, safety concerns, and social norms. The realistic evaluation of consequences of various actions, and a consideration of the well-being of oneself and others.

- ⇒ IDENTIFYING PROBLEMS
- ⇒ ANALYZING SITUATIONS
- ⇒ SOLVING PROBLEMS
- ⇒ EVALUATING
- ⇒ REFLECTING
- ⇒ ETHICAL RESPONSIBILITY

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Tier 2 & 3 Supports



Responsive Services:

- Small group/individual counseling provided by school counselor
- Services provided by social workers to include clinical therapy, consultation, family support, psychoeducation, case management, crisis management, counseling for DAEP students and students who test positive for drug testing
- Referral for outside services

Supporting Staff & Community



- Employee Assistance Program
- Anticipate Joy
- Support from Counselors and Social Workers
- Staff Wellness Activities
- Learning Together Conference wellness sessions
- Wellness Watch Newsletter
- Parent Education Nights

Questions

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AGENDA ITEM ACTION SHEET

AGENDA ITEM

Drug Testing Results 2021-2022

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the 2021-2022 Drug Testing results.

BUDGET PROVISIONS

\$60,000

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

Drug Testing Results

MEETING DATE

June 15, 2022

Drug Testing Update 2021-2022

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Jennifer Lyon, Director of Health and SEL



Updates Since 2019-2020



Significant Changes since 2019-2020

- Added Nicotine
- Testing more often with fewer students
- Absent policy (students test upon return to school)
- Counseling sessions went from 4 in 2 weeks to 4 in 4 weeks
- Community service went from 30 hours in 2 weeks to 30 hours in 4 weeks

Drug Testing in 2021-2022



- Increased testing to 10 sessions
- Decreased testing groups to minimize disruptions to learning
 - Fewer staff needed to run the sessions
- Fewer students enrolled in the program (approximately 500 fewer students since 2019)

Results by the Numbers



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Campus	# Tested 2021-2022	# Positive 2021-2022	# Tested 2019-2020	# Positive 2019-2020
BCMS	149	3	137	0
LTMS	134	0	144	0
HBMS	141	1	162	0
LTHS	527	40	542	9
Totals	951	44	985	9

Outcomes for 2021-2022



- Nicotine
 - MS- 2
 - HS 24
- Nicotine & Marijuana
 - MS-1
 - HS- 6
- Marijuana
 - MS-1
 - HS-9
- Other (skipped)
 - HS- 1

Students Who Tested Positive



- Students in UIL related activities are more likely to complete the requirements after they test positive
- Parking pass only students tend to drop out of the program
- Only one student tested positive for vaping multiple times
- Students who drop out of the program still receive the counseling support

Proactive Supports 2022-2023



- *Catch My Breath* Curriculum for grades 6-9 taught through PE, Science, and Cav 101.
- *Catch My Breath* Parent Presentation offered
- Parent education classes provided by LTISD Social Workers and other Professionals throughout the school year to include a session on substance use and abuse.

Drug Testing Costs



Year	Testing Cost	Drug Counseling
2018-2019	\$26,190	\$7850
2019-2020	\$28,080	\$6000
2021-2022	\$22,099	\$0 * using district social workers

Questions?

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AGENDA ITEM ACTION SHEET

AGENDA ITEM

2021-2022 School Health Advisory Committee Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on 2021-22 School Health Advisory Committee Update.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

School Health Advisory Council Executive Summary 2021-2022

MEETING DATE

June 15, 2022



Lake Travis ISD
Department of Curriculum & Instruction
Jennifer Lyon, Director of Health & Social Emotional Learning
Executive Summary: School Health Advisory Council 2021-2022

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 2021-2022 SHAC committee, led by the Director of Health and Social Emotional Learning, was composed of 28 members including parents, community leaders, and district staff. The committee met five times during the school year. Various topics were discussed at each meeting including Sexual Health Curriculum, Health TEKS and Curriculum, SHAC By-Laws, Middle School SEL, and the LTISD Wellness Plan along with nutrition in school cafeterias. Per new legislation, all meetings were open to the public and were well-attended by both SHAC members as well as community members. Detailed minutes, agendas, presentations, and an audio recording of each meeting can be found on the [LTISD SHAC website](#).

Committee Members 2021-2022

Parent Representatives:

Cassie Pusey - LTHS
Jennifer Fleck -LTHS
Gretchen Chudy -LTMS
Amy Beckstead (co-chair)- HBMS, LTHS
Anu Koberg - HBMS
Joanna Hess - LTE
Ava Fletcher - SHE
Lindsay McClune - LPE
Noofar Inbar-Alko - BCE
Shimrit Goren-Bolotir - BCE, BCMS
Preshansa Ganta - LWE
Sarah Korzen - RHE, LTMS
Natasha Jackson - RHE
Amber Schanen - LPE, BCMS
Laura Gonski - BCMS
Michael Hooks - RHE
Sarah Tuthill - LTE, BCMS
Shailage Clarke - LTE
Melissa Williams - LTHS

Community Representatives:

Jonathan Hewitt - Life Ki-Do

District Representatives:

Jennifer Lyon (Chair) - Director of Health and SEL
GW Byers - Community Relations Liaison
Marissa Albers - Dietitian and Marketing Coordinator, FANS
Becca Harkleroad - Lead Nurse
Mak ElHassen - Assistant Principal, BCMS
Danielle Zibilski - Campus PE Teacher, SHE
JoAnn Bryan - Counselor, HBMS
Ryan Mikolaycik - Director, FANS

2021-2022

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

Meeting #1, February 9, 2022: The committee reviewed the purpose of the SHAC, trained on duties of the SHAC, discussed new legislative mandates governing the SHAC as well as addressed the main topics to be discussed this year including bylaws, Sexual Health Curriculum, Health and PE Curriculum Adoption, SEL in Middle School, and the Wellness policy.

Meeting #2, March 2, 2022: The committee discussed Lifeguard, the sexual health curriculum used by the district as well as heard a presentation from Selena Wells, Lifeguard liaison. The new Health and PE TEKS were discussed as well as the curriculum option from Goodheart-Wilcox for Health. SHAC bylaws were discussed and put forth to the committee for review and comments.

Meeting #3, April 6, 2022: The committee continued the discussion around sexual health curriculum and voted to maintain Lifeguard in 6th-9th grades. The Health adoption for Goodheart-Wilcox was also voted on and approved by the majority of the SHAC. A presentation was provided by Jennifer Lyon about social emotional learning in middle school, followed by a discussion on curriculum options. Bylaws were again reviewed, and the Wellness plan was discussed.

Meeting #4, April 26, 2022: The committee continued discussion around the wellness plan and the types of foods being served in cafeterias. Bylaws were again reviewed with no consensus yet on adopting them. Social emotional learning curriculum in middle schools was addressed with the consensus that we use district created lessons for SEL instead of Second Step.

Meeting #5, May 11, 2022: The committee reviewed the Triennial Assessment for the Wellness plan and voted to adopt the plan with minor changes. Discussion continued around food and nutritional options in schools. Bylaws were again discussed with the intention for a subcommittee to meet in late August/September to finalize a draft to bring to the SHAC for a vote in October 2022. Membership was also agreed upon for the upcoming year to be finalized in the new bylaws. Membership of SHAC shall consist of 25 voting members with quorum being half plus 1. Majority of the SHAC shall be parent representatives from each school and each school board member shall appoint or approve a committee member. The committee reviewed the discussions from previous meetings and decided 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.

Recommendation Items for Consideration:

- **Continue using Lifeguard Sexual Health Curriculum in grades 6-9.**
- **Utilize district designed lessons for Middle School SEL in place of Second Step.**
- **Consider earlier lunch periods at the High School instead of later time slots.**
- **Provide clearer communication about snack opt-out options with multiple ways of communicating this to parents including email, Peachjar, Wellness Watch newsletter, etc.**
- **Provide reminders to families of what the lunch options are when account balances are negative as well as information about free or reduced meal program enrollment.**
- **Provide more information about apps such as My School Bucks and Nutrislice.**
- **Consider continuing Promo Weeks in FANS as soon as staffing allows.**
- **Address inability to staff cafeterias across the district.**
- **Reduce or eliminate high-sugar snacks in the cafeterias.**

2022-2023

During the upcoming year, the 2022-2023 SHAC will review and adopt updated bylaws, as well as discuss school nutrition, Elementary PE class sizes, and parental involvement for mental health and substance abuse prevention. A frequent topic of informal discussion during this year's SHAC meetings was appropriate cell phone usage for students and excessive technology dependency during classroom instruction time. Additional work will be determined by the committee as well as legislative priorities.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 Lake Travis ISD Student Code of Conduct

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting.

RATIONALE

Each year the LTISD Student Code of Conduct is reviewed by the administration and revised as necessary. There are not proposed changes to the Code of Conduct for the upcoming school year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

ATTACHMENTS

Draft 2022-2023 LTISD Student Code of Conduct

MEETING DATE

June 15, 2022



2022-2023

STUDENT CODE OF CONDUCT

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STUDENT CODE OF CONDUCT

ACCESSIBILITY

If you have difficulty accessing the information in this document because of disability, please contact Stefani Allen, Assistant Superintendent for Curriculum & Instruction, allens@ltisdschools.org or 512-533-6023.

PURPOSE

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code has been adopted by the Lake Travis Independent School District Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, The Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator(s) and posted on the [LTISD Website](#). Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Parent Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

SCHOOL DISTRICT AUTHORITY AND JURISDICTION

Disciplinary Authority

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

- During the regular school day;
- During school-related activities or instruction, whether that occurs in an in-person or online environment;
- While the student is going to and from school or a school-sponsored or school-related activity on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- While the student is in attendance at any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as provided by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
- When the student is required to register as a sex offender.

Students may be subject to campus, classroom, extracurricular, and/or organization rules in addition to those found in this Code. Students may face consequences under these additional rules as well as possible disciplinary action under this Code. Further, to the extent a student engages in misconduct that is not specifically addressed in the Code, the student may still be disciplined if the misconduct disrupts or interferes with the educational process, learning environment, or school safety.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. At Lake Travis ISD, the assistant principal(s) at each campus have been designated as the campus behavior coordinator(s). The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at the [Required Postings](#) section of the district's website and the [Student/Parent Handbook](#).

Threat Assessments and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

In the interest of promoting safety and attempting to ensure that schools are safe and drug free, district officials may occasionally conduct searches. District officials may conduct searches of students, their belongings, and their vehicles in accordance with law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion, voluntary consent, or pursuant to district policy providing for suspicionless security procedures. Students are responsible for prohibited items found in their possession, including items in their personal belongings.

A vehicle owner/driver has full responsibility for the security and content of his or her vehicle parked on district property and must make certain that it is locked and that the keys are not given to others. Vehicles parked on district property are under the jurisdiction of the district. District officials may search any vehicle any time there is reasonable suspicion to do so, with or without the permission of the student.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectations of privacy in district property. Students are responsible for any item found in district property provided to the student that is prohibited by law, district policy, or the Student Code of Conduct.

Refer to the district's policy at FNF (LEGAL) and FNF (LOCAL) for more information regarding investigations and searches.

Reporting Crimes

The campus behavior coordinator and other school administrators as appropriate will report crimes as required by law and shall call local law enforcement when an administrator suspects

that a crime has been committed on campus.

Security Personnel

To ensure sufficient security and protection of students, staff, and property, the board employs police officers. In accordance with law, the board has coordinated with the campus behavior coordinators and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in CKE (LOCAL).

Parent Defined

Throughout this Code and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code. Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give opening and closing remarks or other speaking roles at graduation will be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student speaker at graduation ceremonies, a student shall not have engaged in any misconduct in violation of the district’s Code resulting in removal to a DAEP or expulsion during the semester immediately preceding graduation.

See DAEP – Restrictions During Placement, for information regarding a student assigned to DAEP at the time of graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate.

STANDARDS FOR STUDENT CONDUCT

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline, self-control, and self-respect.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.
- Report any acts of bullying.
- Report dangerous behaviors and/or situations to school personnel.
- Report threats of safety of students and staff members as well as misconduct on the part of any other students or staff members to the building principal, a teacher, or another adult.

Because of significant variations in student conduct, it is not always possible for the Code to address each and every act of student misbehavior. To that end, the District retains discretion to address student misconduct that is inconsistent with these standard of conduct even though the conduct may not be specifically included in the Code.

NONDISCRIMINATION STATEMENT

The district does not discriminate against students on the basis of race, sex, sexual orientation, national origin, disability, religion, color, ethnicity, or any other prohibited basis when enforcing the provisions of the Code.

GENERAL CONDUCT VIOLATIONS

The categories of conduct below are prohibited behaviors and will result in the assignment of one or more Discipline Management Techniques if the behavior occurs at school, in vehicles owned or operated by the district, at all school-related or school-sponsored activities, or when the District has disciplinary authority as outlined in the Code. The list does not include the most severe offenses. In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit

specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave assigned location or activity, school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see DAEP Placement or Expulsion.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Knowingly use another student’s identification card or number to obtain goods or services.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see DAEP Placement and Expulsion.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- Fake or “look-alike” weapons intended to be used as a weapon or could reasonably be perceived as a weapon;
- A location-restricted knife*;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- Knuckles
- A club*
- A firearm*;
- An air gun or BB gun;
- Ammunition, shells, bullets, or gunpowder;
- A stun gun, taser, taser gun, or any other electroshock weapon;
- A pocketknife or any other small knife (less than 5 ½ inches long);
- Mace, pepper spray, or other small chemical dispenser sold commercially for personal protection;
- Material that is sexually-oriented, pornographic, or reveals a person’s private body parts;
- Tobacco products; cigarettes; e-cigarettes; vape products; any component, part, or

accessory for an e-cigarette device (including tobacco/vapor oils); or any other smoking/vaping device or paraphernalia;

- Any consumable hemp products; oils (e.g., CBD oil), lotions, or similar products that contain hemp; hemp products in any form suitable for smoking, vaping or other uses. The sale or distribution of any such hemp products is also prohibited. The term “hemp” is as defined in Title 5, Chapter 121 of the Texas Agriculture Code. A student using such a product with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision, as long as the student complies with district policies and procedures related to use of prescription medication on campus;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see DAEP Placement and/or Expulsion. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunication device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see DAEP Placement and Expulsion for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See glossary for “abuse.”)
- Abuse over-the-counter drugs. (See glossary for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) and/or physical actions and/or exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt, or is likely to cause a disruption to the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Engage in public displays of affection that are inappropriate for the student's age and grade level.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus, classroom, or club/organization rules in addition to those found in the Code. These rules may be listed in the student and campus handbooks; posted in classrooms; given to the student; or published in extracurricular handbooks, state or national organization by-laws and/or constitutes, and may or may not constitute violations of the Code.

DISCIPLINE MANAGEMENT TECHNIQUES

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including positive behavior supports. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Because of these factors, discipline for a particular offense, including misconduct in a district vehicle owned or operated by the district, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF (LEGAL).

In accordance with the Texas Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the

conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.

- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.

- Depriving the student of one or more of the student’s senses, unless the technique does not cause the student discomfort or complies with the student’s IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student’s parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student’s parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student’s parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG (LOCAL). A copy of the policy may be obtained from the principal’s office, the campus behavior coordinator’s office, the central administration office or online through the [Lake Travis ISD Board Policy Manual](#).

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH (LEGAL) and (LOCAL).

REMOVAL FROM THE SCHOOL BUS OR DISTRICT TRANSPORTATION

District rules and guidelines are applicable on all buses or vehicles owned, operated or controlled by the District. Bus safety and discipline issues are managed collaboratively with the Director of Transportation and the appropriate campus administrator and/or the campus behavior coordinator. The transportation department or campus administrator will employ discipline management techniques, as appropriate, which can include restricting or revoking a student’s bus riding or other district transportation privileges, in accordance with law.

REMOVAL FROM THE REGULAR EDUCATION SETTING

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator **must** remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning Students to Class

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

OUT-OF-SCHOOL SUSPENSION

Misconduct

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

A student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

Process

State law allows a student to be suspended for **no more than three school days per behavior violation**, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM (DAEP) PLACEMENT

The DAEP shall be provided in a setting other than the student's regular classroom, unless the student meets certain exemption criteria as established in LTISD's District of Innovation Plan and accompanying regulations.

An elementary school student may not be placed in a DAEP with a student who is not an elementary school student. For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer school provided by the district may serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student **may** be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **MAY** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 1. Engages in conduct punishable as a felony.
 2. Commits an assault (see glossary) under Penal Code 22.01(a)(1).
 3. Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision, as long as the student complies with district policies and procedures related to use of prescription medication on campus. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for “under the influence.”)
 4. Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
 5. Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals. (Whether a student should be placed in DAEP or expelled will be determined on a case-by-case basis. See Expulsion section.)
 6. Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
 7. Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see glossary),

2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three (3) school days with the student's parent, the student, and the teacher, in the case of a teacher removal. The student may not be returned to the regular classroom pending the conference.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the principal or designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case-by-case basis based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
- The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG (LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or online through the [Lake Travis ISD Board Policy Manual](#).

Appeals should begin at Level One with the campus principal.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district will provide transportation to students in a DAEP. However, a student may be removed from the bus due to misbehavior and may be responsible for his/her transportation to DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program will be the last instructional day, and the student may be allowed to participate in the graduation ceremony and related graduation activities unless

otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district.

A newly enrolled student with a DAEP placement from a district in another state will be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedures

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA (LEGAL) for more information.

PLACEMENT AND EXPULSION FOR CERTAIN OFFENSES

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interests of the district's students.

Review Committee (for Registered Sex Offenders)

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal of Placement for Registered Sex Offenders

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student **may** be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code.

The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district **may** expel the student and order placement under these circumstances regardless of:

- The date on which the student's conduct occurred,
- The location at which the conduct occurred,
- Whether the conduct occurred while the student was enrolled in the district, or
- Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

- The student graduates from high school,
- The charges are dismissed or reduced to a misdemeanor offense, or
- The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at

intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

EXPULSION

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

An expelled student may be enrolled in the Travis County Juvenile Justice Alternative Education Program (JJAEP).

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See DAEP Placement)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:

- Aggravated assault.
- Sexual assault.
- Aggravated sexual assault.
- Murder.
- Capital murder.
- Criminal attempt to commit murder or capital murder.
- Aggravated robbery.
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision, as long as the student complies with district policies and procedures related to use of prescription medication on campus. (See glossary for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.

- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawful carrying on or about the student’s person a handgun, or a location-restricted knife, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)
- Possession of a firearm, as defined by federal law. (See glossary.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

Misconduct While in DAEP

A student **may** be expelled for engaging in documented serious misbehavior (see glossary) that violates the district’s Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- Conduct that constitutes the offense of:
 1. Public lewdness under Penal Code 21.07;
 2. Indecent exposure under Penal Code 21.08;
 3. Criminal mischief under Penal Code 28.03;
 4. Personal hazing under Penal Code 37.152; or
 5. Harassment under Penal Code 42.07(a)(1), of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and

authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawful carrying on or about the student's person the following, in a matter prohibited by Penal Code 46.02:
 1. A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG (LEGAL).]
 2. A location-restricted knife, as defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
 1. Aggravated assault, sexual assault, or aggravated sexual assault.
 2. Arson. (See glossary.)
 3. Murder, capital murder, or criminal attempt to commit murder or capital murder.
 4. Indecency with a child.
 5. Aggravated kidnapping.
 6. Aggravated robbery.
 7. Manslaughter.
 8. Criminally negligent homicide.
 9. Continuous sexual abuse of a young child or disabled individual.
 10. Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

- Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
- An opportunity to testify and to present evidence and witnesses in the student's defense, and
- An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Superintendent or his/her designee the authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the Superintendent within seven (7) days after receipt of the written decision. The Superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, and
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the principal or designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

- The student is a threat to the safety of other students or to district employees, or
- Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the Superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct While Expelled

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

- The out-of-state district provides the district with a copy of the expulsion order, and
- The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

- The student is a threat to the safety of other students or district employees, or
- Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA (LEGAL) for more information.

GLOSSARY

This glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,
 - 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damages or destroys a building belonging to another, or
 - b. Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another

with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of Computer Security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Texas Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by

Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of

inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. § 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA (LOCAL) and FFH (LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 1. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 2. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 3. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another

person has suffered death or serious bodily injury;

4. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
5. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in the Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical harm, such as sleep deprivation, exposure to the elements, confinements to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Texas Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist

enclosed in the knuckles.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a. An explosive weapon;
 - b. A machine gun;
 - c. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Texas Penal Code;
 - b. Indecent exposure under Section 21.08; Texas Penal Code;
 - c. Criminal mischief under Section 28.03, Texas Penal Code;
 - d. Personal hazing under Section 37.152, Education Code; or
 - e. Harassment under Section 42.07(a)(1), Texas Penal Code, of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

1. Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
2. Behavior identified by the district as grounds for discretionary DAEP placement.
3. Actions or demonstrations that substantially disrupt or materially interfere with school activities.
4. Refusal to attempt or complete schoolwork as assigned.
5. Insubordination.
6. Profanity, vulgar language, or obscene gestures.
7. Leaving school grounds without permission.
8. Falsification of records, passes, or other school-related documents.
9. Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;

4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 offenses felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

1. Murder, manslaughter, or homicide under Sections 19.02, – .05, Texas Penal Code;
2. Kidnapping under Section 20.03, Texas Penal Code;
3. Trafficking of persons under Section 20A.02, Texas Penal Code;
4. Smuggling or continuous smuggling of persons under Sections 20.05 – .06, Texas Penal Code;
5. Assault under Section 22.01, Texas Penal Code;
6. Aggravated assault under Section 22.02, Texas Penal Code;
7. Sexual assault under Section 22.011, Texas Penal Code;
8. Aggravated sexual assault under Section 22.021, Texas Penal Code;
9. Unlawful restraint under Section 20.02, Texas Penal Code;
10. Continuous sexual abuse of a young child or disabled individual under Section 21.02, Texas Penal Code;
11. Bestiality under Section 21.09, Texas Penal Code;
12. Improper relationship between educator and student under Section 21.12, Texas Penal Code;
13. Voyeurism under Section 21.17, Texas Penal Code;
14. Indecency with a child under Section 21.11, Texas Penal Code;
15. Invasive visual recording under Section 21.15, Texas Penal Code;
16. Disclosure or promotion of intimate visual material under Section 21.16, Texas Penal Code;
17. Sexual coercion under Section 21.18, Texas Penal Code;
18. Injury to a child, an elderly person, or a disabled person of any age under Section 22.04, Texas Penal Code;
19. Abandoning or endangering a child under Section 22.041, Texas Penal Code;
20. Deadly conduct under Section 22.05, Texas Penal Code;
21. Terroristic threat under Section 22.07, Texas Penal Code;

22. Aiding a person to commit suicide under Section 22.08, Texas Penal Code; and
23. Tampering with a consumer product under Section 22.09, Texas Penal Code.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Agreement for the Purchase of Attendance Credits (Option 3 Agreement) for 2022-2023

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting.

RATIONALE

Lake Travis Independent School District is eligible for an Option 3 Agreement. An Option 3 Agreement is the purchase of attendance credits from the State. The contract has been automated through the Excess Local Revenue Module. In order to submit the contract in the module the school board must delegate the authority to obligate the school district under chapter 49 to the superintendent and the superintendent must be the person that submits the contract to TEA via the Excess Local Revenue module. The following language is required to be recorded in the board minutes and the board minutes must be uploaded via the Excess Local Revenue subsystem of the online FSP System. The contract will not be approved via the Excess Local Revenue module without the board minutes delegating authority to the superintendent.

Board minute language - For the 2022-2023 school year, we delegate contractual authority to obligate the school district under Texas Education Code (TEC), Section 11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, Section 48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credits or the Agreement for the Purchase of Attendance Credits (Netting Chapter 48 Funding).

The contract must be a Board Action item approved by the Board, and the board minutes must delegate contractual authority to the Superintendent. The online contract will not be approved without the appropriate board minute language.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent for Business Services

Brad Goerke - Director of Finance/Comptroller

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

May 2022 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018 Capital Projects Report and Quarterly Investment Report

RECOMMENDED ACTION

For Presentation/Discussion 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 for Business Services
Brad Goerke - Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-May 2022
2. Balance Sheet-May 2022
3. Tax Statement-May 2022
4. 2018 Capital Projects Report-May 2022
5. Quarterly Investment Report-May 2022

MEETING DATE

June 15, 2022

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: May 31, 2022

<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	\$ 168,280	\$ 664,442	\$ 1,014,129	\$ 12,086,858	\$ 7,785,879	\$ 21,719,588
1103 Temporary Investments	\$ 116,697,813		\$ 12,956,586	22,473,017	152,358	152,279,774
Total Cash and Investments	\$ 116,866,093	\$ 664,442	\$ 13,970,715	\$ 34,559,875	\$ 7,938,237	\$ 173,999,363
Receivables:						
1210 Property Taxes-Current	\$ 1,596,444	\$ -	\$ 579,255	\$ -	\$ -	\$ 2,175,699
1220 Property Taxes-Delinquent	\$ 2,049,073	\$ -	\$ 729,263	\$ -	\$ -	\$ 2,778,336
1230 Allowance-Uncollected Taxes	\$ (868,808)	\$ -	\$ (279,355)	\$ -	\$ -	\$ (1,148,163)
1240 Due From Federal Agencies	\$ 994,953	\$ (77,276)	\$ -	\$ -	\$ -	\$ 917,677
1250 Sundry Receivables	\$ (1,236)	\$ 1,098	\$ -	\$ -	\$ 269,408	\$ 269,271
1260 Due From Funds	\$ 448,951	\$ -	\$ -	\$ -	\$ 8,102	\$ 457,053
1280 Due From Other Funds Warehouse Items	\$ 1,121	\$ -	\$ -	\$ -	\$ (69,302)	\$ (68,181)
1290 Other Receivables	\$ -	\$ 3,370	\$ -	\$ -	\$ -	\$ 3,370
1300 Inventories, At Cost	\$ 48,353	\$ 293,160	\$ -	\$ -	\$ -	\$ 341,513
Total Receivables	\$ 4,268,852	\$ 220,352	\$ 1,029,163	\$ -	\$ 208,208	\$ 5,726,575
1400 Other Current Assets	\$ -	\$ -	\$ -	\$ -	\$ 269,407	\$ 269,407
Total Assets	\$ 121,134,945	\$ 884,794	\$ 14,999,878	\$ 34,559,875	\$ 8,415,852	\$ 179,995,344
Resources						
5010 Estimated Revenue	\$ 147,541,822	\$ 17,206,376	\$ 53,600,000	\$ 70,000	\$ 15,832,201	\$ 234,250,399
5030 Less: Realized Revenue	\$ 138,944,239	\$ 8,178,190	\$ 48,049,388	\$ 53,851	\$ 12,888,542	\$ 208,114,211
5000 Revenues to be Received	\$ 8,597,583	\$ 9,028,186	\$ 5,550,612	\$ 16,149	\$ 2,943,659	\$ 26,136,188
Total Assets & Resources	\$ 129,732,528	\$ 9,912,979	\$ 20,550,490	\$ 34,576,024	\$ 11,359,511	\$ 206,131,533
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 72,001	\$ 166,673	\$ -	\$ (844,757)	\$ 3,532	\$ (602,551)
2160 Accrued Wages Payable	\$ 12,473,561	\$ 627,261	\$ -	\$ 15,876	\$ 131,170	\$ 13,247,868
2170 Due To Other Funds	\$ (58,245)	\$ (143,070)	\$ -	\$ 2,317	\$ 448,915	\$ 249,917
2180 Due To Other Govt's	\$ 643	\$ -	\$ 333	\$ -	\$ -	\$ 976
2190 Due To Student Groups	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2150 Payroll Deduct & Withhold	\$ -	\$ -	\$ -	\$ -	\$ 611,795	\$ 611,795
Total Current Payables	\$ 12,487,960	\$ 650,864	\$ 333	\$ (826,564)	\$ 1,195,412	\$ 13,508,005
2210 Accrued Expenses	\$ -	\$ -	\$ -	\$ 318,082	\$ 1,066,715	\$ 1,384,797
2300 Deferred Revenue	\$ 3,126,851	\$ 318,953	\$ 1,039,420	\$ -	\$ -	\$ 4,485,224
2400 Payable From Restricted Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 15,614,811	\$ 969,817	\$ 1,039,753	\$ (508,482)	\$ 2,262,127	\$ 19,378,026
Fund Equity						
6010 Appropriations	\$ 144,684,449	\$ 17,206,376	\$ 48,490,000	\$ 40,934,766	\$ 16,332,201	\$ 267,647,792
6050 Less: Expenditures	\$ (80,925,943)	\$ (9,835,560)	\$ (41,115,071)	\$ (5,709,455)	\$ (11,096,817)	\$ (148,682,846)
6030 Encumbrances						\$ -
Available Appropriations	\$ 63,758,506	\$ 7,370,816	\$ 7,374,929	\$ 35,225,311	\$ 5,235,384	\$ 118,964,946
4310 Reserve For Encumbrances		\$ -	\$ -	\$ -	\$ -	\$ -
3600 Unassigned Fund Balance	\$ 49,793,698	\$ 1,572,340	\$ 12,135,808	\$ (140,805)	\$ 3,862,000	\$ 67,223,048
3590 Committed Fund Balance - Accr. Leave	\$ 565,513					\$ 565,513
Total Liability & Fund Equity	\$ 129,732,528	\$ 9,912,979	\$ 20,550,490	\$ 34,576,024	\$ 11,359,511	\$ 206,131,533

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

5/31/2022		Current Year				Prior Year	
<i>Revenues</i>		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$ 135,527,224	\$ 131,340,095	\$ 4,187,129	96.91%	\$ 127,438,646	99.57%
5700	Other Local Revenues	2,444,000	1,582,225	861,775	64.74%	2,117,349	78.56%
5800	State Program Revenue	8,880,598	5,530,951	3,349,647	62.28%	5,988,596	70.21%
5900	Federal Revenue	690,000	490,969	199,031	71.15%	399,488	89.31%
Total Revenue		\$ 147,541,822	\$ 138,944,239	\$ 8,597,583	94.17%	\$ 135,944,079	97.34%

<i>Expenditures</i>		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
11	Instruction	\$ 58,795,044	\$ 50,041,444	\$ 8,753,600	85.11%	\$ 40,649,327	78.14%
12	Instructional Resources	946,936	809,032	137,904	85.44%	702,539	71.57%
13	Staff Development	1,095,204	540,065	555,139	49.31%	599,419	69.52%
21	Instructional Administration	2,006,072	1,622,712	383,360	80.89%	1,336,887	70.85%
23	School Administration	4,650,202	3,682,300	967,902	79.19%	3,336,248	70.86%
31	Guidance & Counseling	3,932,443	3,903,699	28,744	99.27%	2,717,142	69.82%
32	Social Work Services	140,139	123,060	17,079	87.81%	104,888	66.13%
33	Health Services	922,045	761,577	160,468	82.60%	672,674	70.26%
34	Transportation	4,654,001	3,176,343	1,477,658	68.25%	3,267,316	76.05%
35	Food Service	90,000	67,500	22,500	75.00%	67,500	89.75%
36	Co-Curricular Account	2,491,177	2,009,863	481,314	80.68%	1,515,660	75.66%
41	General Administration	3,766,012	2,792,031	973,981	74.14%	2,671,649	71.60%
51	Plant & Maint. Operation	10,943,134	7,906,496	3,036,638	72.25%	7,963,255	72.62%
52	Security	659,853	640,551	19,302	97.07%	570,872	78.29%
53	Non-Inst. Data Processing	2,927,386	1,900,191	1,027,195	64.91%	2,084,423	75.96%
61	Community Services	421,600	272,701	148,899	64.68%	202,091	75.15%
81	Facilities/Construction	30,000	22,500	7,500	75.00%	22,500	97.15%
91	State Transfers	45,283,201	1,541	45,089,125	0.43%		0.00%
92	Incremental Cost WADA	300,000	194,076	274,489	8.50%	197,106	75.00%
93	SPED TRF-Regular Day	45,000	25,511	45,000	0.00%	44,008	100.00%
95	JJAEF Transfer Payments	15,000	-	15,000	0.00%		0.00%
99	Travis County Appraisal	570,000	432,750	137,250	75.92%	335,480	75.54%
Total Expenditures		\$ 144,684,449	\$ 80,925,943	\$ 63,760,047	55.93%	\$ 69,060,984	50.46%

<i>Other Resources and (Uses)</i>		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
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%

<i>Fund Balance</i>		Budget	Actual
1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ 2,857,373	\$ 58,018,296
3000	Beginning Fund Balance 9/1	\$ 47,501,838	
3000	Ending Fund Balance 8/31	\$ 50,359,211	
3590	Committed Fund Balance	\$ 565,513	
3600	Unassigned Fund Balance	\$ 49,793,698	

SUMMARY OF TAX COLLECTIONS
AS OF MAY 2022

2021-22 Original Tax Levy	\$ 182,820,518.94
Delinquent Taxes as of 8/31/2021	<u>3,790,302.00</u>
Total Receivables for 2021-22	\$ 186,610,820.94
Current Year Adjustments	(1,649,195.83)
Prior Year Adjustments	<u>(836,286.24)</u>
Adjusted Receivables.....	\$ 184,125,338.87
Total Net Collections To Date	<u>(179,658,408.50)</u>
Outstanding Receivables as of 5/31/2022	<u>\$ 4,466,930.37</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	\$ 131,340,094.52	\$ 2,906,409.48	97.84%
Maintenance - Prior Year Tax	450,000.00	(114,739.82)	564,739.82	-25.50%
Maintenance - Penalties & Interest	<u>600,000.00</u>	<u>603,482.16</u>	<u>(3,482.16)</u>	<u>100.58%</u>
Sub-total	<u>\$ 135,296,504.00</u>	<u>\$ 131,828,836.86</u>	<u>\$ 3,467,667.14</u>	<u>97.44%</u>
Debt Service - Current Tax	\$ 52,800,000.00	\$ 47,655,529.52	\$ 5,144,470.48	90.26%
Debt Service - Prior Year Tax	200,000.00	(40,091.01)	240,091.01	-20.05%
Debt Service - Penalties & Interest	<u>200,000.00</u>	<u>214,133.13</u>	<u>(14,133.13)</u>	<u>107.07%</u>
Sub-total	<u>\$ 53,200,000.00</u>	<u>\$ 47,829,571.64</u>	<u>\$ 5,370,428.36</u>	<u>89.91%</u>
Total Collections	<u>\$ 188,496,504.00</u>	<u>\$ 179,658,408.50</u>	<u>\$ 8,838,095.50</u>	<u>95.31%</u>

<u>Tax Collection Comparison with 2021-22: Adjusted Tax Roll</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>
Percent of Current Year Taxes Collected	98.80%	98.67%	98.49%
Percent of Total Taxes Collected	98.71%	99.12%	98.82%
Percent of Total Taxes and P & I Collected	99.16%	99.58%	99.21%

<u>Tax Collection Comparison with 2021-22: Original Tax Roll</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>
Percent of Current Year Taxes Collected	97.91%	97.77%	97.68%
Percent of Total Taxes Collected	97.82%	98.21%	98.00%
Percent of Total Taxes and P & I Collected	98.27%	98.67%	98.39%

**Lake Travis ISD
2018 Bond Program Summary
May 31, 2022**

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	5,074,741.18	(11,030.18)
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	260,011,030.95	(11,030.95)

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,196,881.00	34,596,165.46	(399,284.46)
20 Elementary School #8	3,979,000.00	3,688,531.00	299,216.29	3,389,314.71
30 Secondary School #2	13,802,000.00	9,053,407.00	6,069,222.93	2,984,184.07
40 Middle School #3	75,980,710.00	79,786,275.00	77,300,910.41	2,485,364.59
50 FCA Projects	36,610,132.00	59,320,862.00	50,216,651.77	9,104,210.23
60/70 Small Renovation Improvements	16,927,133.00	14,015,202.00	11,454,611.39	2,560,590.61
Construction/Renovator	178,809,975.00	200,061,158.00	179,936,778.25	20,124,379.75
81 Instructional Materials & Equipment	5,707,000.00	5,639,300.00	3,527,631.04	2,111,668.96
82 Technology	29,901,700.00	25,937,510.00	23,757,753.41	2,179,756.59
83 Copy Machines	750,000.00	750,000.00	522,030.15	227,969.85
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	1,714,264.99	259,546.01
86 Transportation	13,300,000.00	10,983,059.00	7,590,436.51	3,392,622.49
87 District Furniture & Equipment	6,000,000.00	6,000,000.00	5,330,840.65	669,159.35
88 Police	0.00	400,000.00	353,170.06	46,829.94
90 Land	1,270,000.00	1,270,000.00	586,719.00	683,281.00
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	2,317,561.56	882,434.44
97 LTMS Wastewater Expansion	0.00	800,000.00	73,825.70	726,174.30
Other Programs	74,190,025.00	59,938,842.00	48,438,812.64	11,500,029.36
Total 2018 Bond Program	253,000,000.00	260,000,000.00	228,375,590.89	31,624,409.11

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
 QUARTERLY INVESTMENT SCHEDULE
 For the Quarter Ending 05/31/2022

INVESTMENTS BY POOLED FUND GROUP

	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
Local Maintenance	125,147,867	(8,990,482)	116,157,385	125,147,867	(8,990,482)	116,157,385	111,323	146,228
Debt Service	8,081,033	4,680,057	12,761,090	8,081,033	4,680,057	12,761,090	11,049	13,433
Capital Projects 2018	26,066,407	(3,593,390)	22,473,017	26,066,407	(3,593,390)	22,473,017	27,544	36,077
Tax Clearing	14,045,026	(13,309,101)	735,924	14,045,026	(13,309,101)	735,924	1,288	6,820
Workers Comp Fund	113,757	38,602	152,358	113,757	38,602	152,358	127	170
TOTAL INVESTMENTS	173,454,089	(21,174,315)	152,279,774	173,454,089	(21,174,315)	152,279,774	151,333	202,729

MONEY MARKET ACCOUNTS

	Yield (%)	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
TexPool									
Local Maintenance	0.36%	93,260,666	(7,008,781)	86,251,885	93,260,666	(7,008,781)	86,251,885	93,023	98,297
Debt Service	0.36%	7,677,190	4,679,802	12,356,992	7,677,190	4,679,802	12,356,992	10,795	12,678
Capital Projects 2018	0.36%	5,010,981	9,392,172	14,403,153	5,010,981	9,392,172	14,403,153	13,106	14,214
Tax Clearing	0.36%	14,045,026	(13,309,101)	735,924	14,045,026	(13,309,101)	735,924	1,288	6,820
Workers Comp Fund	0.36%	112,893	103	112,995	112,893	103	112,995	103	125
Total TexPool		120,106,756	(6,245,806)	113,860,950	120,106,756	(6,245,806)	113,860,950	118,315	132,134
TEXAS CLASS									
Local Maintenance	0.52%	4,352,942	3,006,206	7,359,148	4,352,942	3,006,206	7,359,148	6,206	7,741
Capital Projects 2018	0.52%	21,055,426	(12,985,562)	8,069,864	21,055,426	(12,985,562)	8,069,864	14,438	21,863
Total MBIA		25,408,368	(9,979,355)	15,429,013	25,408,368	(9,979,355)	15,429,013	20,645	29,604
Prosperity									
Local Maintenance	0.25%	27,534,259	(4,987,907)	22,546,352	27,534,259	(4,987,907)	22,546,352	12,093	40,190
Debt Service	0.25%	403,843	255	404,097	403,843	255	404,097	255	755
Workers Comp Fund	0.25%	864	38,499	39,363	864	38,499	39,363	25	45
Total Prosperity		27,938,965	(4,949,153)	22,989,812	27,938,965	(4,949,153)	22,989,812	12,372	40,990
Total Money Markets		173,454,089	(21,174,315)	152,279,774	173,454,089	(21,174,315)	152,279,774	151,333	202,729
TOTAL INVESTMENTS		173,454,089	(21,174,315)	152,279,774	173,454,089	(21,174,315)	152,279,774	151,333	202,729

The district's investment strategy for the above funds is as follows:

Operational Funds - Shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Fund - Shall have sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.

Capital Projects Funds - Shall have sufficient investment liquidity to timely meet capital project obligations.

This report is prepared in compliance with Lake Travis ISD Investment Policies CDA(Legal) and CDA(Local) and with the Public Funds Investment Act, TX Govt Code Ch. 2256.


 Pam Sanchez, Assistant Supt. For Business and Financial Services


 6/8/2022


 Brad Goerke, Director of Finance


 4/8/2022
 Date



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Beverage Services

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board meeting.

RATIONALE

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;
3. A request for proposals;
4. An interlocal contract.

Lake Travis ISD currently contracts with Nestle Waters (Pepsi products) to provide beverage vending and dispensing to the public, staff, and students by means of vending machines and concession stands. The District will solicit a full service beverage vendor to provide the District a commission on full service vending machines and per unit price for an entire line of products offered for purchase and subsequent resale. The vendor will supply, install and maintain drink vending machines and drink dispensing machines in various locations within the District.

A request for proposal was issued on April 29, 2022, with a closing date of June 10, 2022 and an anticipated award date of July 20, 2022, with Board approval. Pepsi was the only vendor that submitted a proposal.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez-Assistant Superintendent for Business Services

Cristy Soares – Director of Purchasing

Brad Goerke – Director of Finance

ATTACHMENTS

Evaluation Summary

Pepsi Scholarship Summary

MEETING DATE

June 15, 2022

Beverage Services RFP #22-009

LAKE TRAVIS ISD						
Beverage Service						
Bid #22-009						
TABULATION						
NOTE: This tabulation is being presented only as a reference document to provide the final results of the District's evaluation process and is not to be considered the final award tabulation.						
				Coca-Cola	Pepsi Co	
Line #	Description	QTY	UOM	Unit	Extended	Notes to Buyer
		1				
1	Vending: 12oz can of carbonated soft drink		EA	No Bid	<u>\$1.50</u>	\$1.50
						To whom it may concern: Thank you so much for your consideration! We have appreciated your partnership in years past and look forward to the opportunity to continue to grow with & support LTISD. Please do not hesitate to reach out for any clarifying details or questions. Looking forward to your response, Shelby Mueller & the PepsiCo Team
2	Vending: 20oz bottle of carbonated soft drink	1	EA	No Bid	<u>\$2.25</u>	\$2.25
3	Vending: 20oz bottle of sports drink	1	EA	No Bid	<u>\$2.50</u>	\$2.50
4	Vending: 20oz bottle of water	1	EA	No Bid	<u>\$2.25</u>	\$2.25
5	Case of 12oz can of carbonated soft drinks	1	EA	No Bid	<u>\$10.75</u>	\$10.75
6	Case of 20oz bottle of carbonated soft drinks	1	EA	No Bid	<u>\$25.49</u>	\$25.49
7	Fountain Drink bag in box - 5 gallon	1	EA	No Bid	<u>\$111.25</u>	\$111.25
8	Fountain Drink - CO2 tank	1	EA	No Bid	<u>\$30.78</u>	\$30.78

Funding Proposal Summary



	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Fixed Funding						
Annual Sponsorship	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
Gatorade Sideline Support	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Free Goods	\$750	\$750	\$750	\$750	\$750	\$3,750
Total Fixed Funding	\$4,250	\$4,250	\$4,250	\$4,250	\$4,250	\$21,250

Estimated Variable Funding						
Revenue Sharing (13% of Gross Rev)	\$5,043	\$5,296	\$5,698	\$5,971	\$6,394	\$26,876
Total Funding	\$9,293	\$9,546	\$9,948	\$10,221	\$10,644	\$49,654

*Subject to the Performance Index as described herein



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Method to Procure Chicken Sandwiches for Secondary Campuses

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting.

RATIONALE

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;
3. A request for proposals;
4. An interlocal contract.

Lake Travis ISD currently contracts with Chick-fil-A to provide sandwiches to the middle school and high school students one day per week. During the 2020-2021 school year, Lake Travis ISD's middle schools purchased an average of 2,700 sandwiches per day and Lake Travis ISD's high school purchased an average of 1,500 sandwiches per day.

A request for proposal was issued May 18, 2022 with a closing date of June 7, 2022 and an anticipated award date of July 20, 2022, with Board approval. Chick-Fil-A was the only vendor that submitted a proposal.

BUDGET PROVISIONS

2022-2023 Food and Nutrition Services Budget - \$614,688

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Cristy Soares – Director of Purchasing

Ryan Mikolaycik – Director of Food and Nutrition Services

ATTACHMENTS

Evaluation Summary

MEETING DATE

June 15, 2022

LAKE TRAVIS ISD							
Chicken Sandwich, Prepared, Delivery							
Bid #22-011							
NOTE: This tabulation is being presented only as a reference document to provide the final results of the District's evaluation process and is not to be considered the final award tabulation.							
TABULATION							
Line 1 Chicken Sandwich, fully prepared and packaged per the specifications in the attached RFP document							
Award	Com	Name	QTY	UOM	Price	Extended	Note to Buyer
		Chick-fil-A of Lake Travis (DZ Restaurant Group, Inc.)	131250	EA	\$4.25	\$557,812.50	Max sale price to LTISD students not to exceed \$5.75/item, please. Penny profit to LTISD remains the same at \$1.50/item should the district choose to charge max allowable price.
Line 2 Chicken and biscuit, fully prepared and packaged per the specifications in the attached RFP document							
Award	Com	Name	QTY	UOM	Price	Extended	Note to Buyer
		Chick-fil-A of Lake Travis (DZ Restaurant Group, Inc.)	17500	EA	\$3.25	\$56,875.00	Max sale price to LTISD students not to exceed \$4.25/item, please. Penny profit to LTISD remains the same at \$1.00/item should the district choose to charge max allowable price.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Method to Procure Baked Pizza for Lake Travis High School

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting.

RATIONALE

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;
3. A request for proposals;
4. An interlocal contract.

Lake Travis ISD currently contracts with Domino's Pizza to provide baked pizza to the high school students one day per week. During the 2020-2021 school year, Lake Travis ISD's high school purchased an average of 60 pizzas per day.

A request for proposal was issued May 18, 2022 with a closing date of June 7, 2022 and an anticipated award date of July 20, 2022, with Board approval. Domino's Pizza was the only vendor that submitted a proposal.

BUDGET PROVISIONS

2022-2023 Food and Nutrition Services Budget - \$56,375

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Cristy Soares – Director of Purchasing

Ryan Mikolajcik – Director of Food and Nutrition Services

ATTACHMENTS

Evaluation Summary

MEETING DATE

June 15, 2022

LAKE TRAVIS ISD							
Pizza, Commerically Prepared, Baked							
Bid #22-012							
TABULATION							
NOTE: This tabulation is being presented only as a reference document to provide the final results of the District's evaluation process and is not to be considered the final award tabulation.							
Line 1	Pizza, Baked, fully prepared and packaged per the specifications in the attached RFP document						
Award	Com	Name	QTY	UOM	Price	Extended	Note to Buyer
		Domino's	5500	EA	\$10.25	\$56,375.00	



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Method to Procure Unbaked Pizza for Lake Travis High School

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting.

RATIONALE

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;
3. A request for proposals;
4. An interlocal contract.

Lake Travis ISD currently contracts with Papa Murphy's to provide unbaked pizza to the high school students one day per week. During the 2020-2021 school year, Lake Travis ISD's high school purchased an average of 75 pizzas per day.

A request for proposal was issued May 18, 2022 with a closing date of June 7, 2022 and an anticipated award date of July 20, 2022, with Board approval. Papa Murphy's was the only vendor that submitted a proposal.

BUDGET PROVISIONS

2022-2023 Food and Nutrition Services Budget - \$73,785

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Cristy Soares – Director of Purchasing

Ryan Mikolaycik – Director of Food and Nutrition Services

ATTACHMENTS

Evaluation Summary

MEETING DATE

June 15, 2022

LAKE TRAVIS ISD

Pizza, Fully Prepared, Unbaked

Bid #22-013

TABULATION

NOTE: This tabulation is being presented only as a reference document to provide the final results of the District's evaluation process and is not to be considered the final award tabulation.

Line 1	Pizza Unbaked, fully prepared and packaged per the specifications in the attached RFP document						
Award	Com	Name	QTY	UOM	Price	Extended	Note to Buyer
		Papa Murphy's	8650	EA	\$8.53	\$73,784.50	Per the specifications in the RFP document 143
		Alt 1: Cheese and Pepperoni	7200	EA	\$8.30	\$59,760.00	Taking the listed 8650 and moving to the alternate to distinguish the different pricings. Instead of just an average.
		Alt 2: 3 Meat	1300	EA	\$9.80	\$12,740.00	
		Alt 3: Cinnamon	150		\$8.75	\$1,312.50	



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023 Bond Project Delivery Method – Elementary School #8 (Bee Creek Rd.)

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting.

RATIONALE

Lake Travis Independent School District (LTISD) is recommending the following delivery method for its upcoming 2023 Bond Projects:

- Construction Manager at Risk (CMAR) -Elementary School #8

Per Board Policy CV (Local), the project delivery method to be used for each construction contract valued at or above \$100,000 shall be the competitive sealed proposal, as determined and approved by the Board as the best value. If another method is deemed more appropriate for a particular construction project, the Superintendent or designee shall submit a recommendation for the Board to consider, determine, and approve a different project delivery method that provides the best value to the District.

Each delivery method has been evaluated and partnered with upcoming projects to provide best value to the district. The Business Office, Purchasing Department, Facilities Department and Legal Department have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

The administration is currently working to procure the services of the general contractor for this 2023 Bond project. It is the intent of administration to advertise for a CMAR for this project.

This item is contingent on the Board calling for a 2022 Bond Election and the passage of the 2022 Bond Election that calls for an Elementary School #8.

BUDGET PROVISIONS

2023 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Amber King – General Counsel

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (LOCAL)-Portable Classroom Building for Bee Cave Elementary

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:

- Portable Classroom building to be located at Bee Cave Elementary

BUDGET PROVISIONS

2018 Capital Projects Budget - \$103,327

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals for PA/AV replacement for Lake Pointe Elementary

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the July 20, 2022 Board Meeting

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.

Competitive sealed proposals to upgrade AV systems at Lake Pointe Elementary School will be received on June 20, 2022. Due to manufacturer lead times, we have already purchased the Epson 1485fi interactive projectors for this upgrade back in November 2021, for which are still pending delivery. This RFP is for the installation of those projectors and their mounts, removal of legacy AV cabling and installation of AV cabling, patch and paint for a turnkey installation. The proposals submitted will be evaluated based on their price, their overall project experience/qualifications, and completeness of the response. A recommendation to award of this contract to the company that is offering the best value for the District will be made at the July 20, 2022 board meeting.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology & Information Systems

ATTACHMENTS

None

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Compensations Plans for 2022-2023

RECOMMENDED ACTION

Approve the 2022-23 Compensation Plans as presented.

RATIONALE

Lake Travis Independent School District Administration would like to implement the proposed compensation plans, including stipends and supplemental pay rates for the 2022-2023 school year.

BUDGET PROVISIONS

2022-2023 Budget

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent for Employee & Community Relations

ATTACHMENTS

1. Compensation Plan for 2022-23
2. Stipends Catalog for 2022-2023
3. Supplemental Pay Catalog for 2022-2023

MEETING DATE

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Memorandum of Understanding Between City of Lakeway and Lake Travis ISD Regarding Development Regulations for LTISD Property

RECOMMENDED ACTION

Approve the Superintendent or designee to execute a Memorandum of Understanding with the City of Lakeway regarding agreed upon development regulations for improvements at LTISD's property

RATIONALE

The District owns certain property and facilities located within the city limits or the extraterritorial jurisdiction (ETJ) of the City of Lakeway. LTISD commonly has a need for improvement or construction projects at these facilities due to routine needs and the District's continued growth. More specifically, for the upcoming summer 2022, the District has improvements plans for construction at the high school campus, which is located within the City's ETJ. The City is authorized under Texas law to regulate development and construction within its limits, and to a lesser degree to regulate development in its ETJ. Texas law is somewhat unsettled as to the authority of a city to impose development regulations on the property of a school district, particularly property located in the ETJ. For these reasons, the City and the District have a mutual interest in establishing agreed upon and uniform set of development regulations for LTISD property. This MOU would establish agreed upon development regulations for the summer work at LTHS in 2022.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Robert Winovitch - Director of Facilities & Construction

Amber King - General Counsel

ATTACHMENTS

Memorandum of Understanding

MEETING DATE

June 15, 2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LAKEWAY AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made by and between the City of Lakeway (“CITY”), a Texas home rule city, and the Lake Travis Independent School District (“LTISD”), a Texas independent school district.

RECITALS

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WHEREAS, the City and LTISD are co-equal political subdivisions of Texas, created, organized, and operating according to the Constitution and laws of the State of Texas; and

WHEREAS, the City is authorized under Texas law to regulate development and construction within its City limits, and to a lesser degree to regulate development in its extra-territorial jurisdiction (“ETJ”); and

WHEREAS, LTISD owns property and facilities located within the city limits of the City and in its ETJ; and

WHEREAS, the law in Texas is somewhat unsettled as to the authority of a municipality to impose development regulations on the property of an independent school district, particularly property located in the ETJ; and

WHEREAS, LTISD has improvements planned for construction during the Summer of 2022 for its High School campus (“Summer 2022 LTHS Improvements”); and

WHEREAS, LTHS is located in the City’s ETJ; and

WHEREAS, City and LTISD are interested in establishing an agreed upon and uniform set of development regulations for all LTISD property; and

WHEREAS, Travis County also has certain regulatory authority over LTISD property located within the City’s ETJ;

NOW THEREFORE, in consideration of the above stated Recitals, the City and LTISD hereby memorialize their mutual agreement on the City’s development regulations with which LTISD will comply for the Summer 2022 LTHS Improvements and agree as follows:

**ARTICLE I
CITY DEVELOPMENT REGULATIONS WITH WHICH LTISD SHALL COMPLY**

1.01 In order to protect the health and safety of the general public, the parties agree that LTISD shall submit plans for the Summer 2022 LTHS Improvements to the City for consideration and approval relating to the following City development regulations:

- a) Drainage, Section 28.09.008;
- b) Erosion controls, Section 28.09.016;
- c) Water quality controls, Section 28.09.009; and
- d) Impervious cover, Section Article 28.10.

**ARTICLE II
CITY DEVELOPMENT REGULATIONS WITH WHICH LTISD WILL BE RELEASED
FROM COMPLIANCE**

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- 2.01 In order to resolve areas of dispute regarding applicability of municipal regulation of school district development in the City's ETJ, the parties agree that LTISD shall not be required to comply with the City development regulations listed below, including being exempt from submitting any plans or notices with the City relating to activities that would otherwise fall under these City regulations.
- a) Off Street Parking and Parking Lot Construction Standards. §28.09.006(c).
 - b) Screening of parking areas and equipment. §28.09.010(e) and §28.09.017(h).
 - c) Outdoor lighting (street and parking lot lights). §28.09.007.
 - d) Landscaping. §28.09.017.
 - e) Fencing. §28.02.081
 - f) Sidewalks along internal drives that do not provide access for other properties.
 - g) Tree Survey and Tree Removal Permits. §28.09.017(l).
 - h) Tree Protection. §28.09.016(a).
 - i) Safety Railing. §28.09.015.
 - j) Retaining Walls. §28.09.014.
- 2.02 Despite the agreement of the parties that LTISD will not have to comply with the City's development regulations regarding these categories, if Travis County imposes regulations on any of these categories on LTISD, nothing herein is intended to excuse LTISD compliance with Travis County's regulations.
- 2.03 To the extent the Texas Education Agency or any other regulatory body with authority over an independent school district in the State of Texas imposes development standards on LTISD, nothing herein is intended to excuse LTISD compliance with those standards.

**ARTICLE III
STATEMENT OF INTENT TO DRAFT A COMPREHENSIVE DEVELOPMENT
AGREEMENT**

- 3.01 LTISD and City staff are hereby directed to work together to develop a comprehensive development agreement between the two political subdivisions, setting forth an agreed set of development regulations that will control development of LTISD property located in the city limits and ETJ of the City; and to bring such a development body to each governing body for consideration and approval.

**ARTICLE IV
APPROVAL BY GOVERNING BODIES**

4.01 This MOU will be approved by both the City Council of the City of Lakeway and the Board of Trustees of Lake Travis Independent School District, at properly noticed open public meetings.

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Executed to be effective this 21st day of May 2022.

CITY OF LAKEWAY, TEXAS



By: 
Thomas Kilgore, Mayor

LAKE TRAVIS ISD

By: _____
Paul Norton, Superintendent



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Amendment to the Custodial Services Agreement with Southeast Services Corporation

RECOMMENDED ACTION

To approve the second amendment to the amended and restated service agreement between Southeast Service Corporation and Lake Travis Independent School District and give the Superintendent or designee authority to execute the amendment.

RATIONALE

The District's current contract with SSC Services Solutions was awarded on May 19, 2021 with a first year term of July 1, 2021 to June 30, 2022. Due to the ongoing COVID-19 pandemic and labor shortage, SSC requested an increase to the annual contract price of a maximum of no more than \$167,000 in order to maintain the current level of cleaning service at all district campuses and facilities. The annual contract price in the original agreement was \$3,248,503.20. The Board approved the first amendment to the contract on January 18, 2022.

As part of the annual contract renewal and in accordance with paragraph 3.1 of the Agreement, an increase of \$91,607.67 to the annual contract price reflects an agreed-upon 2.82% annual inflation adjustment. SSC has also requested an increase of \$400,800 to the annual contract price due to labor market pressures. The proposed annual contract price for the second year term of July 1, 2022 to June 20, 2023 is \$3,740,910.87.

BUDGET PROVISIONS

2022-2023 General Budget – \$3,740,910.87

RESOURCE PERSONNEL

Brad Bailey – Assistant Superintendent for Operations & Title IX Coordinator
Pam Sanchez – Assistant Superintendent for Business Services
Amber King – General Counsel
Cristy Soares – Director of Purchasing

ATTACHMENTS

Second Amendment to the Custodial Services Agreement

MEETING DATE

June 15, 2022

**SECOND AMENDMENT TO THE AMENDED AND RESTATED SERVICE
AGREEMENT BETWEEN SOUTHEAST SERVICE CORPORATION AND LAKE
TRAVIS INDEPENDENT SCHOOL DISTRICT**

This Second Amendment, effective as of July 1, 2022, is made by and between SOUTHEAST SERVICE CORPORATION d/b/a SSC SERVICE SOLUTIONS (“Contractor), a Tennessee corporation, whose principal office is located at 1225 E. Welsgarber Road, Suite 200, Knoxville, TN 37909, and LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas (“Client”), whose principal office is located at 3322 Ranch Road 620 S., Austin, TX 78738, and is effective as of the last date signed by the parties below (“Effective Date”).

WHEREAS, the parties previously executed a Service Agreement, effective as of July 1, 2021, but voided such signed agreement and replaced it with an Amended and Restated Services Agreement (the “Agreement”) as of July 14, 2021. On January 18, 2022, the parties executed a First Amendment to the Agreement.

WHEREAS, the parties now wish to executed this Second Amendment to the Amended and Restated Services Agreement as described below. All other terms of the Amended and Restated Service Agreement remain unchanged.

2.4 **Annual Price.** Effective as of July 1, 2022, Contractor will provide the Services in accordance with these contract terms and the scope of work identified in Schedule 1 for \$3,740,910.87 per year (“Annual Contract Price”).

This rate increase reflects an agreed-upon 2.82% annual inflation adjustment in accordance with paragraph 3.1 of the Agreement, resulting in an increase to the annual price of \$91,607.67. It also reflects an agreed-upon additional increase in price related to labor market pressures, resulting in an increase to the annual price of \$400,800.

17.1 **Entire Agreement; Conflict in Terms.** The Amended and Restated Service Agreement, the Schedules and Exhibits attached hereto, and any Amendments thereto constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof and supersede all prior practice, agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.

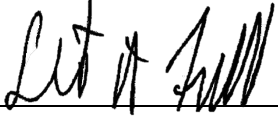
[End of Amendment. Signatures of following page.]

For Contractor:

For Client:

Southeast Service Corporation d/b/a SSC Service Solutions

Lake Travis Independent School District

Signature:  _____

Signature: _____

Seth A. Ferriell
Chief Executive Officer, SSC

Cristy Soares
Director of Purchasing, LTISD

Date: 6/2/2022 _____

Date: _____



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Service Agreements with Tangram Rehabilitation Network, Inc.

RECOMMENDED ACTION

Authorize the Superintendent or designee to negotiate, execute and amend service agreements with nonpublic day school for placement of a public school student with Tangram Rehabilitation Network, Inc.

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 Tangram Rehabilitation Network, Inc. for the placement of a student for nonpublic day school services. The contract with Tangram Rehabilitation Network, Inc. will exceed \$100,000 and, therefore, requires approval by the Board in accordance with Board Policy CH (LOCAL).

BUDGET PROVISIONS

Local Special Education Funds- \$143,200

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

June 15, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Amendment to Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless

RECOMMENDED ACTION

Approve the Superintendent or designee with the authority to execute the Second Amendment to Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless and any other necessary documents

RATIONALE

In 1997, the District signed a 25-year ground lease agreement for a cell tower to be placed on the Lake Travis High School Property. In June 2019, the ground lease was amended to include an underground fiber cable easement. The original and first amended lease expires on June 25, 2022. District administration has been in negotiations with Cellco Partnership (d/b/a Verizon Wireless) to renew the agreement. The terms that District administration and Verizon have come to an agreement on for a new 20-year lease include rent of \$2,500 per month with a 2% annual escalator; one-time payment of \$25,000; and an option to increase lease area an additional 400 square feet.

BUDGET PROVISIONS

Income of \$2,500 / month with a 2% annual rent escalator

RESOURCE PERSONNEL

Amber King - General Counsel
Pam Sanchez – Assistant Superintendent for Business Services
Robert Winovitch – Director of Facilities & Construction

ATTACHMENTS

Second Amendment to Lease Agreement

MEETING DATE

June 15, 2022

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Ground Lease Agreement (this "*Amendment*") is made effective as of the latter signature date hereof (the "*Effective Date*") by and between **Lake Travis Independent School District** ("*Landlord*") and **Cellco Partnership d/b/a Verizon Wireless** ("*Tenant*") (Landlord and Tenant being collectively referred to herein as the "*Parties*").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "*Parent Parcel*"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated March 26, 1997 (hereinafter referred to as the "*Original Lease*") (as the same may have been amended, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("*American Tower*"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "*POA*") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **twenty-five thousand and No/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; and (b) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord that will be held in trust by Tenant and not released for filing until Tenant makes the one-time payment contemplated by this Section. In the event that Tenant elects not to pay the one-time payment within the aforementioned timeframe following the Effective Date, this Amendment shall be null and void.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment, has a final expiration date of June 25, 2022 (the "*Current Expiration Date*"). Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "*New Renewal Term*" and, collectively, the "*New Renewal Terms*"). The first New Renewal Term shall commence on June 26, 2022, and all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **two thousand five-hundred and No/100 Dollars (\$2,500.00)** per month (the “**Rent**”). Commencing on June 25, 2023 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **two percent (2%)** of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Lake Travis Independent School District**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. This Agreement may not be assigned or otherwise transferred by Tenant without the prior written consent of, or notice to, the Landlord; provided, however, that Tenant may assign this Agreement, in whole or in part, to affiliates, successors in interest and/or any person or party with sufficient financial capacity and capability to fulfill the obligations of Tenant hereunder. If such assignee agrees to assume all of the obligations of Tenant hereunder, then Tenant shall be relieved of all of its obligations, duties and liability hereunder. For all other assignment requiring Landlord’s prior written consent, such consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant’s sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant any reasonable, and Landlord approved, building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees (collectively, the “**Permitted Parties**”); provided, however, Tenant acknowledges and understands that Landlord is a political subdivision of the State of Texas and, as such, requests related to Landlord’s land usage must be reviewed and approved in accordance with Applicable Laws, as the same may be amended from time to time. Landlord will endeavor, if able, to approve, execute and return any such requests for building permits, zoning applications and other forms and documents, including a Memorandum of Lease, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that Tenant shall not re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment but shall not survive the expiration or early termination of this Lease.

5. **Tenant’s Right to Expand Leased Premises.** For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional **four hundred (400) square feet** contiguous to the Leased Premises, the shape and location of which shall be mutually approved by Landlord and Tenant (the “**Expansion Area**”). Tenant may, by written notice to Landlord, exercise said option, in Tenant’s sole and absolute discretion, but with the agreement between Landlord and

Tenant as to the location of the Expansion Area, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right, after receipt of the prior written consent of Landlord, to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant, that shall not exist until after receipt of the prior written consent of Landlord, shall include, the right to clear trees, brush and other obstructions which may interfere, in Tenant's sole discretion, with Tenant's ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party. Regardless of if Tenant elects to utilize the Expansion Area, all obligations of Tenant contained in this Amendment (including the monetary obligations) shall be binding and be in full force and effect.

6. **Insurance.** Tenant shall at all times during the term(s) hereof and at Tenant's sole cost and expense maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Leased Premises and include Landlord as an additional insured. Within thirty (30) days of Tenant's receipt of a written request from Landlord, and no more than once per calendar year, Tenant shall deliver a certificate of insurance to Landlord evidencing the insurance requirements set forth in this section.
7. **Indemnification.** Tenant shall and hereby does indemnify, and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "***Losses***"), whether to persons or property, arising directly from Tenant's negligence, gross negligence or willful misconduct in its use of the Leased Premises and the negligence, gross negligence or willful misconduct of Tenant's employees, agents, contractors, guests, licensees, and/or subtenants in their use of the Leased Premises; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to or arise as the result of the negligence, gross negligence or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees. Landlord shall and hereby does indemnify and hold Tenant harmless from all Losses, whether to persons or property, arising directly from Landlord's negligence, gross negligence or willful misconduct in its use of the Parent Parcel and the negligence, gross negligence or willful misconduct of Landlord's employees, agents, contractors, guests, licensees, or invitees in their use of the Parent Parcel; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Tenant or any of Tenant's employees, agents, contractors, and/or invitees.

8. **Notices.** The Parties acknowledge and agree that Section 11 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 3322 Ranch Road 620 South, Austin, TX 78738; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Limited Right of First Refusal.** If at any time during the term of the Lease as amended herein, Landlord either: (i) accepts an offer, or (ii) desires to offer, to sell, transfer, grant or convey and/or lease to a third party by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy, in any real property of which the Leased Premises is a part, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, Tenant shall have the right of first refusal to meet any such bona fide offer of transfer, grant, conveyance and/or lease on the same terms and conditions. If Tenant fails to meet such bona fide offer within forty-five (45) days after written notice thereof from Landlord, Landlord may sell, transfer, grant or convey the deed, easement, lease or other interest in such real property to such third party in accordance with the terms and conditions of such third party offer.
10. **Lease and Easement.** The Parties hereby agree to amend Section 2 of the Original Lease by adding the following sentence to the end of such Section 2 of the Original Lease, "During the installation, removal, replacement and maintenance of utility cables, conduits and pipes, Tenant or Permitted Parties shall make commercially reasonable efforts and work with Landlord in good faith to minimize the impact on the Parent Parcel and the operations of Landlord as an independent school district.
11. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
12. **Governing Law.** The Parties hereby acknowledge and agree that Section 20(D) from the Original Lease is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, including any applicable opinions, codes or bulletins relative to political subdivisions of the State of Texas and including any applicable laws of the United States of America (or such other term as may be applied to public school districts) (collectively, the "Applicable Laws," without regard to the conflicts of laws provisions of such State or Commonwealth. In the event of conflict between the Applicable Laws, and the Lease or this Amendment, the Applicable Laws will control.

13. **Counterparts**. This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Lake Travis Independent School District,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Travis, State of Texas, and being known as
Travis County APN: 123282.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A DESCRIPTION OF A 0.025 ACRE TRACT OF LAND IN THE A. BECK SURVEY 54, ABSTRACT NO. 2241 OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THAT CALLED 55.00 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 7941, PAGE 395, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.025 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDot concrete monument with a center punched brass disk found on the southwesterly right of way line of Farm to Market Road 620, at engineer's station 581+00.00, from which a TxDot concrete monument with a center punched brass disk at engineer's station 585+53.64 bears S 31° 28' 46" E, a distance of 453.72 feet, said brass disk being in the northeasterly line of a call 23.48 acre tract of land described as tract one of said deed;

THENCE departing said right of way line and crossing the said 55.00 acre tract S 50° 04' 54" W, a distance of 2725.60 feet to the POINT OF BEGINNING of the herein described tract;

THENCE continuing to cross the said 55.00 acre tract the following five (5) courses and distances,

1. S 14° 48' 02" W, a distance of 38.58 feet to a 1/2-inch iron rod set;
2. N 75° 11' 58" W, a distance of 33.67 feet to a 1/2-inch iron rod set;
3. N 14° 48' 02" E, a distance of 16.67 feet to a 1/2-inch iron rod set;
4. N 66° 13' 02" E, a distance of 29.23 feet to a 1/2-inch iron rod set; and
5. S 75° 11' 58" E, a distance of 14.33 feet to the POINT OF BEGINNING, and containing 0.025 acre of land.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A DESCRIPTION OF A 1.298 ACRE TRACT OF LAND IN THE A. BECK SURVEY NO. 54, ABSTRACT NO. 2241 OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THAT CALLED 55.00 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 7841, PAGE 385, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.298 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDot concrete monument with a center punched brass disk found on the southwesterly right of way line of Farm to Market Road 620, at engineer's station 581+00.00, from which a TxDot concrete monument with a center punched brass disk at engineer's station 585+53.84 bears S 31° 28' 48" E, a distance of 453.72 feet, said brass disk being in the northeasterly line of a call 23.46 acre tract of land described as tract one of said deed;

THENCE with the said right of way line S 32° 44' 32" E, a distance of 300.00 feet to a calculated point;

THENCE continuing with the said right of way line S 29° 01' 04" E, a distance of 100.23 to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the said right of way line S 29° 01' 04" E, a distance of 21.79 feet to a point;

THENCE departing the said right of way line and crossing the said 55.00 acre tract the following thirteen (13) courses and distances;

1. S 84° 22' 30" W, a distance of 548.12 feet to a point of curvature of a curve to the left;
2. with the arc of said curve to the left passing through a central angle of 34° 02' 18" to a point of tangency, said curve having an arc distance of 469.33 feet, a radius of 790.00 feet and chord bearing of S 67° 21' 21" W, a distance of 462.45 feet;
3. S 50° 20' 12" W, a distance of 1,613.05 feet to a point;
4. S 49° 26' 06" W, a distance of 140.34 feet to a point of curvature of a curve to the left;
5. with the arc of said curve to the left passing through a central angle of 55° 39' 08" to a point of tangency, said curve having an arc distance of 19.43 feet, a radius of 20.00 feet and chord bearing of S 21° 36' 32" W, a distance of 18.67 feet;
6. S 08° 13' 02" E, a distance of 16.43 feet to a 1/2 Inch Iron rod at the north corner of a lease site;
7. S 56° 13' 02" W, with the northwesterly line of the said lease site a distance of 22.56 feet to a point;
8. N 06° 13' 02" W, departing the said northwesterly line and crossing the 55.00 acre tract a distance of 26.87 feet to a point of curvature of a curve to the right
9. with the arc of said curve to the right passing through a central angle of 55° 39' 08" to a point of tangency, said curve having an arc distance of 38.85 feet, a radius of 40.00 feet and chord bearing of N 21° 36' 32" E, a distance of 37.34 feet;
10. N 49° 26' 06" E, a distance of 140.50 feet to a point;
11. N 50° 20' 12" E, a distance of 1,613.20 feet to a point of curvature of a curve to the right;
12. with the arc of said curve to the right passing through a central angle of 34° 02' 18" to a point of tangency, said curve having an arc distance of 481.21 feet, a radius of 810.00 feet and chord bearing of N 67° 21' 21" E, a distance of 474.16 feet; and
13. N 84° 22' 30" E, a distance of 539.47 feet to the **POINT OF BEGINNING**, and containing 1.298 acres of land.

EXHIBIT A (Continued)

ACCESS AND UTILITIES (Continued)

A DESCRIPTION OF A 0.015 ACRE TRACT OF LAND IN THE A. BECK SURVEY 54, ABSTRACT NO. 2241 OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THAT CALLED 55.00 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 7941, PAGE 395, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.015 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDot concrete monument with a center punched brass disk found on the southwesterly right of way line of Farm to Market Road 820, at engineer's station 581+00.00, from which a TxDot concrete monument with a center punched brass disk at engineer's station 585+53.84 bears S 31° 28' 48" E, a distance of 453.72 feet, said brass disk being in the northeasterly line of a call 23.48 acre tract of land described as tract one of said deed;

THENCE departing said right of way line and crossing the said 55.00 acre tract S 51° 34' 49" W, a distance of 2785.09 feet to the POINT OF BEGINNING of the herein described tract;

THENCE continuing to cross the said 55.00 acre tract the following five (5) courses and distances,

1. S 69° 18' 38" E, a distance of 62.49 feet to a point in the westerly line of a 20 foot wide access easement;
2. S 06° 13' 02" E, a distance of 5.13 feet to a point in the northwesterly line of a lease site;
3. S 56° 13' 02" W, with the said northwesterly line, a distance of 6.66 feet to a ¼-inch iron rod;
4. N 69° 18' 38" W, departing the said northwesterly line, a distance of 60.94 feet to a point, and
5. N 20° 41' 22" E, a distance of 10.00 feet to the POINT OF BEGINNING, and containing 0.015 acre of land.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Jaimie Carlson, Esq.
ATC Site No: 410551
ATC Site Name: South #B
Assessor's Parcel No(s): 123282

Prior Recorded Lease Reference:

Book 12995, Page 0504
Document No: 00005612251
State of Texas
County of Travis

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **Lake Travis Independent School District ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated March 26, 1997 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 26, 2042. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 3322 Ranch Road 620 South, Austin, TX 78738; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Lake Travis Independent School District,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Travis, State of Texas, and being known as
Travis County APN: 123282.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A DESCRIPTION OF A 0.025 ACRE TRACT OF LAND IN THE A. BECK SURVEY 54, ABSTRACT NO. 2241 OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THAT CALLED 55.00 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 7941, PAGE 395, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.025 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDot concrete monument with a center punched brass disk found on the southwesterly right of way line of Farm to Market Road 620, at engineer's station 581+00.00, from which a TxDot concrete monument with a center punched brass disk at engineer's station 585+53.64 bears S 31° 28' 46" E, a distance of 453.72 feet, said brass disk being in the northeasterly line of a call 23.48 acre tract of land described as tract one of said deed;

THENCE departing said right of way line and crossing the said 55.00 acre tract S 50° 04' 54" W, a distance of 2725.60 feet to the POINT OF BEGINNING of the herein described tract;

THENCE continuing to cross the said 55.00 acre tract the following five (5) courses and distances,

- 1. S 14° 48' 02" W, a distance of 38.58 feet to a 1/2-inch iron rod set;**
- 2. N 75° 11' 58" W, a distance of 33.67 feet to a 1/2-inch iron rod set;**
- 3. N 14° 48' 02" E, a distance of 16.67 feet to a 1/2-inch iron rod set;**
- 4. N 56° 13' 02" E, a distance of 29.23 feet to a 1/2-inch iron rod set; and**
- 5. S 75° 11' 58" E, a distance of 14.33 feet to the POINT OF BEGINNING, and containing 0.025 acre of land.**

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A DESCRIPTION OF A 1.298 ACRE TRACT OF LAND IN THE A. BECK SURVEY NO. 54, ABSTRACT NO. 2241 OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THAT CALLED 55.00 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 7941, PAGE 395, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.298 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDot concrete monument with a center punched brass disk found on the southwesterly right of way line of Farm to Market Road 620, at engineer's station 581+00.00, from which a TxDot concrete monument with a center punched brass disk at engineer's station 585+53.64 bears S 31° 26' 48" E, a distance of 453.72 feet, said brass disk being in the northeasterly line of a call 23.46 acre tract of land described as tract one of said deed;

THENCE with the said right of way line S 32° 44' 32" E, a distance of 300.00 feet to a calculated point;

THENCE continuing with the said right of way line S 29° 01' 04" E, a distance of 100.23 to the POINT OF BEGINNING of the herein described tract;

THENCE continuing with the said right of way line S 29° 01' 04" E, a distance of 21.79 feet to a point;

THENCE departing the said right of way line and crossing the said 55.00 acre tract the following thirteen (13) courses and distances;

- 1. S 84° 22' 30" W, a distance of 548.12 feet to a point of curvature of a curve to the left;**
- 2. with the arc of said curve to the left passing through a central angle of 34° 02' 18" to a point of tangency, said curve having an arc distance of 469.33 feet, a radius of 790.00 feet and chord bearing of S 67° 21' 21" W, a distance of 462.45 feet;**
- 3. S 50° 20' 12" W, a distance of 1,613.05 feet to a point;**
- 4. S 49° 26' 06" W, a distance of 140.34 feet to a point of curvature of a curve to the left;**
- 5. with the arc of said curve to the left passing through a central angle of 55° 39' 08" to a point of tangency, said curve having an arc distance of 19.43 feet, a radius of 20.00 feet and chord bearing of S 21° 36' 32" W, a distance of 18.67 feet;**
- 6. S 06° 13' 02" E, a distance of 16.43 feet to a 1/2 Inch Iron rod at the north corner of a lease site;**
- 7. S 56° 13' 02" W, with the northwesterly line of the said lease site a distance of 22.56 feet to a point;**
- 8. N 06° 13' 02" W, departing the said northwesterly line and crossing the 55.00 acre tract a distance of 28.87 feet to a point of curvature of a curve to the right**
- 9. with the arc of said curve to the right passing through a central angle of 55° 39' 08" to a point of tangency, said curve having an arc distance of 38.85 feet, a radius of 40.00 feet and chord bearing of N 21° 36' 32" E, a distance of 37.34 feet;**
- 10. N 49° 26' 06" E, a distance of 140.50 feet to a point;**
- 11. N 50° 20' 12" E, a distance of 1,613.20 feet to a point of curvature of a curve to the right;**
- 12. with the arc of said curve to the right passing through a central angle of 34° 02' 18" to a point of tangency, said curve having an arc distance of 481.21 feet, a radius of 810.00 feet and chord bearing of N 67° 21' 21" E, a distance of 474.16 feet; and**
- 13. N 84° 22' 30" E, a distance of 539.47 feet to the POINT OF BEGINNING, and containing 1.298 acres of land.**

EXHIBIT A (Continued)

ACCESS AND UTILITIES (Continued)

A DESCRIPTION OF A 0.015 ACRE TRACT OF LAND IN THE A. BECK SURVEY 54, ABSTRACT NO. 2241 OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THAT CALLED 55.00 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 7841, PAGE 386, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.015 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDot concrete monument with a center punched brass disk found on the southwesterly right of way line of Farm to Market Road 820, at engineer's station 581+00.00, from which a TxDot concrete monument with a center punched brass disk at engineer's station 585+53.84 bears S 31° 28' 46" E, a distance of 453.72 feet, said brass disk being in the northeasterly line of a call 23.48 acre tract of land described as tract one of said deed;

THENCE departing said right of way line and crossing the said 55.00 acre tract S 51° 34' 49" W, a distance of 2785.09 feet to the POINT OF BEGINNING of the herein described tract;

THENCE continuing to cross the said 55.00 acre tract the following five (5) courses and distances,

- 1. S 69° 18' 38" E, a distance of 62.49 feet to a point in the westerly line of a 20 foot wide access easement;**
- 2. S 06° 13' 02" E, a distance of 5.13 feet to a point in the northwesterly line of a lease site;**
- 3. S 56° 13' 02" W, with the said northwesterly line, a distance of 6.66 feet to a ¼-inch iron rod;**
- 4. N 69° 18' 38" W, departing the said northwesterly line, a distance of 60.94 feet to a point, and**
- 5. N 20° 41' 22" E, a distance of 10.00 feet to the POINT OF BEGINNING, and containing 0.015 acre of land.**



AGENDA ITEM ACTION SHEET

AGENDA ITEM

May 18, 2022 Regular 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 of Schools

ATTACHMENTS

May 18, 2022 Regular Board Meeting Minutes

MEETING DATE

June 15, 2022

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 May 18, 2022, 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 6:01 p.m.

Quorum Determination

Trustees in attendance were John Aouelle, Phillip Davis, Jessica Putonti. Lauren White, William Beard, and Kim Flasch. Erin Archer was sworn in and took the place of Jessica Putonti. Trustee Bob Dorsett was absent.

Pledge of Allegiance and Moment of Silence

Coach Hank Carter, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Lake Travis High School – 2022 UIL Men's Soccer 6A State Champions**

Marco Alvarado presented, that on April 16th, Lake Travis High School Men's Soccer defeated Plano High School 4-3 on penalty kicks to capture the 2022 UIL Class 6A state championship at Birkelbach Field in Georgetown.

During their impressive championship run, the Cavaliers won their last 14 matches and finished the season 24-3, ultimately claiming its first soccer state title in school history. Lake Travis also became the first Austin-area men's team to win a UIL state championship in soccer. Sophomore and goalkeeper Adam Schantz was named tournament MVP. Lake Travis High School Men's Soccer is coached by David Bammel. He is assisted by Will Maloney.

Lake Travis High School Men's Soccer Varsity Roster:

Andrew Moore (Keeper)	Bernie Vargas-Lopez (Midfield/Defense)	Connor Tucker (Midfield)
Hunter Bailey (Keeper)	Connor Sanders (Midfield)	Patricio Vidales (Midfield/Forward)
Adam Schantz (Keeper)	Eli Lesley (Midfield/Defense)	Ben Paranidharan (Midfield/Forward)
Hudson Wheeler (Midfield/Defense)	Tre Wright (Midfield/Defense)	Diego Castrejon (Midfield/Defense)
Miles Malinowski (Defense)	Aman Pradham (Midfield/Forward)	Conner Snodgrass (Defense)
Jackson Wolf (Defense)	Jayce Uitto (Midfield/Forward)	Ed Stone (Defense)
Calum Toker (Defense)	Will Matherne (Midfield)	Tony Maione (Defense)
Kyle Thompson (Defense)	Emilio Millan (Midfield)	Skyler Wright (Midfield/Forward)
David Arellano-Vargas (Midfield/Forward)	Pablo Gill (Midfield)	Bane Maybury (Defense)

Ben Platt (Midfield)	Diego Burgos (Midfield)	Jaden Cardwell (Defense)
Alex Bethke (Forward)	Manuel Paez (Midfield/Forward)	

- **Lake Travis High School Men’s Lacrosse 2022 Class A State Champions**

Marco Alvarado presented that on May 8th, Lake Travis High School Men’s Lacrosse defeated Rockwall High School 19-5 to capture the 2022 Class A state championship.

Attack Jonah Rogers was named Offensive MVP, Defense Luke Elder was named Defensive MVP, and Midfield Blake Morton was named Overall MVP. Lake Travis High School Lacrosse is coached by Derek DeJoe. He is assisted by Brad Lott, Nick Weston, and John Wheeler.

2022 Lake Travis Lacrosse Varsity Roster:

Player	Position	Player	Position
Frankie Barbella	Midfield	Fabio Medina	Attack
Kaden Bender	Defense	Blake Morton	Midfield
Owen Calbert	Midfield	Jacob Nels	Midfield
Kaden Davis	Midfield	Landon Phillips	Midfield
Jagger Davis	Attack	Tuc Phillips	Midfield
Caleb Eckmann	Midfield	Thomas Pirtle	Defense
Luke Elder	Defense	Jonah Rogers	Attack
Julian Garcia	Goalie	Samuel Sparks	Defense
Ferris Garcia	Goalie	Matthew Stanislaus	Midfield
Robert Giovacco	Attack	Cal Stewart	Midfield
Parker Hale	Midfield	Michael Stott Jr	Defense
Aidan Howard	Midfield	Niko Triant	Attack
Tyler Joseph	Midfield	Patrick White	Defense
Jackson Kane	Attack	Jace White	Defense
Payton Kirby	Midfield	Holden Williams	Midfield
Reeve Kolinek	Midfield	Zach Wilsey	Defense
Max Linhoff	Defense	Greyson Wright	Midfield
Garrett Maddox	Midfield		

- **Lake Travis High School Cavalettes 2022 Crowd Pleasers Dance Texas National Showcase Champions**

Marco Alvarado and Debbie Garinger presented that Lake Travis High Cavalettes earned National Champion designation for 2 of their 3 competition dances at the 2022 Crowd Pleasers Dance Texas National Showcase held March 24th-26th in Allen.

The Cavalettes performed on Friday March 25th in the preliminary performance block and were selected as Finalists in each performance category they competed. All teams selected to the finals were rescored for final placement. In the Production and Pom categories, the Cavalettes were named National Champions. Additionally, the Cavalettes were named National Champions for their overall academic performance with an average GPA of 4.89.

- **Lake Travis High School 2022 UIL Tennis State Tournament**

Marco Alvarado presented that the Lake Travis High School student-athletes Adrianna Peradoza and Kael Peterson earned 2nd Place in the tennis regional tournament qualifying them for the UIL state championships held April 26-27 at the Northside ISD Tennis Center in San Antonio.

The talented duo competed in the 6A mixed doubles quarterfinals against Plano West.

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

- **Lake Travis High School – 2022 UIL Track & Field State Meet**

Marco Alvarado presented that the Lake Travis High School student-athletes Emily Fitzsimmons, Jack Mann, Sergio Rivas, and Y'lan Nguyen competed in the 6A Pole Vault at the UIL Track and Field State Meet held May 14 at Myers Stadium on the University of Texas campus.

After snapping his pole in three places and escaping serious injury, Jack finished in second place to earn a silver medal with a vault of 16 feet. Sergio also finished at 16 feet, earning third place and a bronze medal.

Lake Travis High School Track and Field is coached by Melanie Naquin and she is assisted by Kristin Pavelka.

- **Lake Travis High School – 2022 UIL Boys and Girls Golf State Tournaments**

Marco Alvarado presented that the Lake Travis High School student-athletes Brian Comegys, Emma von Hoffmann, Kate Pickrell, Ellee Seung, Audrey McIntyre, and Gabby Roth competed in the UIL golf state championships held May 9th -10th and May 16th -17th at Legacy Hills Golf Club in Georgetown.

Brian Comegys finished with a total score of 144 (70-74) at the boy's tournament. As of press time, results from the girl's tournament were pending.

Lake Travis High School Boys Golf is coached by Dustin Payne and Lake Travis High School Girls Golf is coached by Paige Lemon.

- **Lake Travis High School – 2022 Texas FFA Association State Career Development Event**

Marco Alvarado presented that the members of the Lake Travis High School FFA program competed at the 2022 Texas FFA Association State Career Development Event in Dairy Cattle Evaluation held April 28th at Tarleton State University in Stephenville.

During this event, team members completed a written exam, evaluated dairy cattle on physical characteristics, and analyzed cows based on pedigree and herd record. The Lake Travis team consisted of sophomore Morgan Ambrose, junior Jenna Dow, freshman Maddie Fisher, and junior Briannah Noak.

According to Texas FFA, Career Development Events build on what is learned in agricultural classes and encourage members to put their knowledge into practice. These events are designed to help a member prepare for a career in agriculture by testing and challenging the student's technical, leadership, interpersonal, and teamwork skills as well as their knowledge of the subject matter.

- **Lake Travis High School – 2022 DECA International Career Development Conference**

Marco Alvarado presented that eleven students from Lake Travis High School earned top honors at DECA's annual International Career Development Conference (ICDC) April 23-26 in Atlanta.

Students receiving recognition at the international level were:

- Robert Paine - Virtual Business Retail/ 1st Place Finalist
- Zaid Ahmed & Nausheen Hossain - Virtual Business Hotel Management/Top 10 Finalist
- Meghana Singireddy & Ayesha Haider - Virtual Business Sports/Top 10 Finalist
- Hanna Ngo & Hanny Ngo - Virtual Business Fashion/Top 10 Finalist
- Adithi Rao & Shalini Parepally - Project Management Career Development/Top 20 Finalist
- Andrew Yun - Food Marketing Series/Top 20 Finalist
- Jason Li - Sports & Entertainment Marketing Series/Top 20 Finalist

During the school year, approximately 100,000 of DECA's 160,000 high school student members take part in the organization's competitive events program, allowing them to compete for local, regional, and state titles. The competitions are designed to simulate real-life business scenarios and test students' academic understanding and skills development. The top state winners put their talents to the test during the program's final round of competition in Atlanta. DECA's ICDC was the pinnacle of competition where nearly 18,000 students vied for international honors. Over \$300,000 in scholarships and awards were presented to students and teachers for their achievements. Lake Travis had seven students among the top performers in Atlanta.

Additionally, six students attended DECA's Emerging Leader's Series Thrive Academy: Roshan Ahmed, Eva Berry, Jacob Ittycheria, Henry Kelbaugh, Aman Reddy, and Sunagsha Suresh. These students learned to thrive with other high-performing chapters and continue to develop their toolbox of collaboration, communications, critical thinking and creativity skills. Furthermore, Allen Vargheese attended the Elevate Academy which helps students develop the skills needed to become the ultimate DECA chapter leader.

This year's international conference featured nearly 18,000 members and advisors in attendance. In addition to career-based competition, DECA members engaged in leadership academies and networking opportunities with over 70 internationally recognized businesses and universities.

Additionally, Lake Travis High School's DECA Mart has been recognized as a Gold re-certified school-based enterprise and one LT DECA member, Ava Stickler, competed among other school's food operations. School-based enterprises (SBE) are managed and operated by students as hands-on learning laboratories that integrate national curriculum standards in marketing, finance, hospitality or management.

LTHS DECA program advisors are Jill Oates and Tracey Griffith.

- **Lake Travis High School – 2022 State Visual Arts Scholastic Event (VASE)**

Marco Alvarado presented that the Visual Arts Scholastic Event, better known as VASE, is a state-wide curricular competition—one of the largest of its kind in the nation—for high school art students that gives them the opportunity to develop creative works of art and to discuss and analyze their artwork with professionals. This year, there were approximately 31,000 entries juried across Texas of which 1,952 pieces advanced to state competition. Of the 1,952 artworks, 150 were selected for the highest honor of Gold Seal. Lake Travis High School students earned three Gold Seals and 16 medals at state as follows:

Student	Award	Student	Award
Ava Mahan	Division 1 - State Medal*	Keaton White	Division 1 - State Medal
Nicolas Miller	Division 2 - State Medal*	Hailey Browning	Division 2 - State Medal
Leo Pickard	Division 4 - State Medal*	Cash Spille	Division 2 - State Medal
Isaac Might	Division 1 - Region and Area Medal	Eliana Murphy	Division 3 - Region and Area Medal
Regan Moore	Division 1- Regional and Area Medal	Dakota Evans	Division 4 - State Medal
Avery Ebersol	Division 1 - Region and Area Medal	Erin Jackson	Division 4 - State Medal
Julia Houle	Division 1 - Region and Area Medal	Madison Jensen	Division 4 - State Medal
Avery Ebersol	Division 1 - State Medal	Seoul Lee	Division 4 - State Medal
Campbell Grey	Division 1 - State Medal	Chloe Storm	Division 4 – State Medal (two awards)
Emma Powis	Division 1 - State Medal	Annalisa Sweat	Division 4 - State Medal

**denotes State Gold Seal*

Teachers Amber Forgey, Elizabeth Jewett, Bohye Na, Jennifer Nowzaradan, Caleigh Taylor, and Diane Wrinkle comprise the Lake Travis High School art department faculty.

- Lake Travis Elementary School – 2022 Texas Elementary Art Meet**
 Marco Alvarado presented that eleven students from Lake Travis Elementary School received outstanding honors May 1st as part of the 2022 Texas Elementary Art Meet, or TEAM. Sponsored by the Texas Art Education Association, TEAM is the elementary level competition of the Visual Arts Scholastic Event, or VASE.

All 11 students placed in the top tier of the event earning the highest rating of 3 and will receive medals and certificates from the state TEAM:

- Elle Bridges - 2nd Grade
- Greyson Briggs - 1st Grade
- Keyli Cardoso - 4th Grade
- Cash Hart - 4th Grade
- Zoe Johnson -5th Grade
- Lylah Jones - 3rd Grade
- Rowan Lee - 1st Grade
- Aari Patel - Kindergarten
- Sienna Routledge - 2nd Grade
- Nina Talbot - 5th Grade
- Arabella Taylor - Kindergarten

Additionally, 2 of the 11 students earned a perfect score, and one student—Aari Patel—was named a Top of the TEAM member for his artwork which placed among the top 10% of all entries. Only

15 students from the region were chosen as a Top TEAM member. Kayla Koslow is the art teacher at Lake Travis Elementary School.

- **2022-2023 Campus Teacher of the Year Award Recipients**

Marco Alvarado presented that the Administration is proud to recognize the 2022-2023 Teacher of the Year recipients. Teachers were nominated and selected by their campus peers. The criteria required that recipients be an exceptionally dedicated, knowledgeable, and skilled teacher who plans to continue in an active teaching status; inspires students of all backgrounds and abilities to learn; has the respect and admiration of students, parents, and colleagues; plays an active and useful role in the community, as well as in the school; and be poised, articulate, and possess the energy to withstand a taxing schedule.

The 2022-2023 Campus Teacher of the Year recipients are:

- Lindsay Brooks, English - Lake Travis High School
- Loren Smith, SDC - Bee Cave Middle School
- Danielle McCloskey, 6th Grade Science - Hudson Bend Middle School
- David Taylor, 7th Grade Math - Lake Travis Middle School
- Robin Hogan, 3rd Grade - Bee Cave Elementary
- Dominic Morace, Special Education - Lake Pointe Elementary School
- Debbie Dolmanet, Physical Education - Lake Travis Elementary School
- Catherine Ruff, 1st Grade - Lakeway Elementary School
- Judy Williams, 4th Grade - Rough Hollow Elementary
- Laura Browning, 5th Grade - Serene Hills Elementary School
- Christy Mirizzi, Physical Education - West Cypress Hills Elementary

- **Jessica Putonti – Lake Travis ISD Board of Trustees, Place 3**

Marco Alvarado stated that Jessica Putonti was elected to the Lake Travis ISD Board of Trustees in 2018 to serve the third year of an unexpired term. In 2019, she was elected to serve a full, three-year term. During an unprecedented climate of challenge and change, Ms. Putonti has consistently supported the District's efforts to accommodate a growing student enrollment, attract and retain a highly-qualified workforce, provide a world-class education, and sustain a fiscally-prudent operating budget. In 2021, the District successfully passed a Voter Approval Tax Ratification Election to generate an estimated \$3 million in annual revenue for Lake Travis ISD. Ms. Putonti did not seek re-election in 2022.

On behalf of the Lake Travis ISD family, we thank Ms. Putonti for her service as a school board trustee and wish her much success in her future endeavors.

Jessica Putonti left the room at 6:51 pm.

Trustee Elections

- **Canvass the May 7, 2022 Board of Trustees Election**

Pam Sanchez, Assistant Superintendent for Business Services, presented that the canvassing authority prepared a tabulation stating the following: 1.) Each candidate's total number of votes received in each precinct; 2.) Sum of precinct totals tabulated; and 3.) Total number of voters who cast a ballot for a candidate in the election.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the official canvass for Lake Travis Independent School District's May 7, 2022 Board of Trustees Election (Place 3, Place 4, and Place 5).

Motion passed by a vote of 5-0.

- **Oath of Office – Board of Trustees for Lake Travis Independent School District Place 3, Place 4 and Place 5**
Kristine Doggett, administered the oath of office to Erin Archer (Place 3), John Aouelle (Place 4) and Kim Flasch (Place 5).

Erin Archer took her seat at the dais at 7:01pm

Public Comments/Citizen Participation

1. Izzy Zuela - Education
2. Thomas Griffith – Land Purchase
3. Jennifer Fleck – TLA & SXSW
4. Tom Hearn – Land
5. Chad Morris – Land
6. Julie Lewis – Land and elementary School
7. Hugh Winker – Proposed land
8. Susan Harbin – Election Fraud
9. Jennifer Sethre – Opposition to the LTISD School
10. Loren Brink – Proposed School on Bell Springs Road
11. Ken Hepburn – LTISD Proposed Elementary School Bell Springs
12. Jessica Hepburn – LTISD proposed elementary school
13. Travis Danforth – LTISD proposed elementary school
14. Teresa Daniforth – LTISD Proposed elementary school
15. Donald Daniforth – Elementary School Purchase
16. Amy Hanken – RHE
17. Corina Semph – TLA Conference
18. Constance Wood – Land
19. Chris Stewart – 7B & 7C
20. Chris Olds – Land
21. Daniel Betts – Land
22. Evin Whittington – Land
23. Miriam Wright – Proposed School
24. Karl Locker and Susie Locker – Proposed school
25. Faith Hanks – RHE enrollment
26. Linda Johnson – Proposed land

Presentation / Discussion Items

- **April 2022 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, and 2018 Capital Projects Report**
Pam Sanchez, Assistant Superintendent of Business Services, presented the following documents:

1. Statement of Revenues and Expenditures- April 2022
2. Balance Sheet-April 2022
3. Tax Statement-April 2022

4. 2018 Capital Projects Report

This item was for discussion/presentation only; no action was requested.

- **Service Agreements with Tangram Rehabilitation Network, Inc.**

Laura Abbott, Director of Special Services, presented that 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 Tangram Rehabilitation Network, Inc. for the placement of a student for nonpublic day school services. The contract with Tangram Rehabilitation Network, Inc. will exceed \$100,000 and, therefore, requires approval by the Board in accordance with Board Policy CH (LOCAL).

This item was for discussion only, action will be requested at the June 15, 2022 meeting.

- **Board Notification Under Board Policy CH (Local) - Special Education Contract Services**

Dr. Abbott, Director of Special Services, presented that in accordance with Board Policy CH (Local), purchases made via a cooperative purchasing program in the amount of \$100,000 or more, are required to be presented to the Board for notification:

It is anticipated costs will likely exceed the \$100,000 threshold for the 2022-2023 school year for the following contractors:

Accountable Healthcare Staffing, Inc.
The Stepping Stones Group-Cobb Pediatric
Therapy Travelers
Trinity Educational Services

The contractors provide services such as behavioral consultation, professional development, parent training, speech therapy, counseling, nursing, occupational therapy, physical therapy, teachers,

paraprofessionals, registered behavior technicians, and evaluation services. These services enable the district to meet IEP and program requirements for students with disabilities.

Student growth, staff vacancies, complex behavioral needs, and assessment needs have required additional support services.

This item was for discussion/presentation only; no action was requested.

- **Second Amendment to Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless**

Amber King, General Counsel, presented that in 1997, the District signed a 25-year ground lease agreement for a cell tower to be placed on the Lake Travis High School Property. In June 2019, the ground lease was amended to include an underground fiber cable easement. The original and first amended lease expires on June 25, 2022. District administration has been in negotiations with Cellco Partnership (d/b/a Verizon Wireless) to renew the agreement. The terms that District administration and Verizon have come to an agreement on for a new 20-year lease include rent of \$2,500 per month with a 2% annual escalator; one-time payment of \$25,000; and an option to increase lease area an additional 400 square feet.

For discussion only, action will be request at the June 15, 2022 meeting.

Consideration Items

- **Proclamation – 2022 Instructional Materials Selection**

Carl McLendon and Jennifer Lyon presented that the SBOE solicits bids for new instructional materials by issuing a proclamation. The proclamation identifies the subject areas scheduled for review and contains the content requirements (Texas Essential Knowledge and Skills, or TEKS). Proclamations are named for the year in which the materials are intended to be made available in the classroom. The adopted materials will be available for use beginning in the 2022-2023 school year.

Proclamation 2022 calls for instructional materials for the following subject areas:

- Health Education Grade 6
- Health Education Grades 7-8
- Health I Grades 9-12
- Health II Grades 9-12
- Physical Education Grades 9-12

Local authorities for each school district set their own policy for selecting the most appropriate instructional materials for their students. Upon making their decisions, school districts place their orders with the TEA. Adopted instructional materials are purchased with funds from the Instructional Materials Allotment.

The LTISD Instructional Materials Adoption Committee met and reached a consensus on recommendations for instructional materials. The recommendations are listed in the attachment “LTISD PE/Health Proclamation 2022 Instructional Materials Selection”.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Lauren White to approve the Proclamation for the 2022 Instructional Materials as presented.

The motion passed by a vote of 6 -0.

- **Purchase and Sale Agreement Between Catherine Elkins and Lake Travis ISD for Approximately 4 Acres of Land Located at 20511 Hamilton Pool Road**

A **MOTION** was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to **postpone** the purchase and sale agreement between Catherine Elkins and Lake Travis ISD and execution of any and all documents necessary to finalize the sale and closing of the purchase.

The motion passed by a vote of 6 - 0.

- **Purchase and Sale Agreement Between William Miller, Independent Administrator of the Estate of Catharine Amanda Belyo a/k/a Catharine Miller Belyo, Deceased, and Lake Travis ISD for Approximately 19.58 Acres of Land Located at 700 Bell Springs Road**

A **MOTION** was made by Trustee William Beard and seconded by Trustee Kim Flasch to **postpone** the purchase and sale agreement between William Miller, Independent Administrator of the Estate of Catharine Amanda Belyo a/k/a Catharine Miller Belyo, Deceased, and Lake Travis ISD and execution of any and all documents necessary to finalize the sale and closing of the purchase.

The motion passed by a vote of 6 -0.

- **Purchase and Sale Agreement Between Jeanene and Lawrence Williams and Lake Travis ISD for Approximately 25.12 Acres of Land Located at 4528 Bee Creek Road**

Ms. Sanchez presented at the March 23, 2022, the Board determined that public necessity required the acquisition of real property for the purpose of future educational facilities and passed Resolution No. 032322-04 authorizing the Superintendent or designee with the authority to execute a letter of intent and negotiate a purchase sale agreement for the acquisition of approximately 25.12 acres located at 4528 Bee Creek Road. Over the last month, District administration has investigated the land further and negotiated a purchase contract with the land owner for the sale of the property.

A **MOTION** was made by Trustee Kim Flasch seconded by Trustee William Beard to authorize the Superintendent or designee with the authority to execute the purchase and sale agreement between William Miller, Independent Administrator of the Estate of Catharine Amanda Belyo a/k/a Catharine Miller Belyo, Deceased, and Lake Travis ISD and execute any and all documents necessary to finalize the sale and closing of the purchase.

The motion passed by a vote of 6 - 0.

Consent Agenda

- **April 20, 2022 Board Meeting Minutes**
- **Instructional Materials Allotment 2022-2023 TEKS Certification**

A **MOTION** was made by Trustee William Beard and seconded by Trustee Kim Flasch to approve the consent agenda items as presented.

The motion passed by a vote of 6 - 0.

Upcoming Meetings and Events

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

- June 1, 2022 – 6:00 p.m. – Budget Workshop, EDC
- June 15, 2022 – 6:00 p.m. – Monthly Board Meeting, EDC
- July 20, 2022 – 6:00 p.m. – Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 8:15 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 10:22 p.m.

Election of Board of Trustee Officers

A **MOTION** was made by Trustee Lauren White and seconded by Trustee Phillip Davis to elect John Aouelle as the Lake Travis ISD Board President, Bob Dorsett as Lake Travis ISD Board Vice President and Kim Flasch as Lake Travis ISD Board Secretary.

Adjournment

There being no further action, the May 18, 2022 Board of Trustees' meeting adjourned at 10:23 p.m.

John Aouelle, President

Lauren White, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

June 1, 2022 Budget Workshop 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 of Schools

ATTACHMENTS

June 1, 2022 Budget Workshop Meeting Minutes

MEETING DATE

June 15, 2022

**Minutes of Board Workshop
The Board of Trustees
Lake Travis Independent School District**

A workshop of the Board of Trustees of the Lake Travis Independent School District was held June 1, 2022 at the Educational Development Center, Live Oak Room, 607 Ranch Road 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:01p.m.

Quorum Determination

Trustees Phillip Davis, John Aouelle, Kim Flasch, William Beard and Erin Archer were in attendance. Trustee Lauren White and Bob Dorsett were absent.

Pledge of Allegiance and Moment of Silence

Marco Alvarado, led us in the Pledge of Allegiance and Moment of Silence.

Public Comments/Citizen Participation

No public comment.

Presentation/Discussion Items

- **Second Amendment to the Custodial Services Agreement with Southeast Services Corporation**

Mr. Brad Bailey, Assistant Superintendent for Operations and Title IX, presented that the District's current contract with SSC Services Solutions was awarded on May 19, 2021 with a first year term of July 1, 2021 to June 30, 2022. Due to the ongoing COVID-19 pandemic and labor shortage, SSC requested an increase to the annual contract price of a maximum of no more than \$167,000 in order to maintain the current level of cleaning service at all district campuses and facilities. The annual contract price in the original agreement was \$3,248,503.20. The Board approved the first amendment to the contract on January 18, 2022.

As part of the annual contract renewal and in accordance with paragraph 3.1 of the Agreement, an increase of \$91,607.67 to the annual contract price reflects an agreed-upon 2.82% annual inflation adjustment. SSC has also requested an increase of \$400,800 to the annual contract price due to labor market pressures. The proposed annual contract price for the second year term of July 1, 2022 to June 20, 2023 is \$3,740,910.87.

This item was for discussion only; action will be requested at the June 15, 2022 Board Meeting.

- **2022-2023 Preliminary Budget Overview**

Ms. Pam Sanchez, Assistant Superintendent of Business Services, presented to the board the Lake Travis ISD 2022-2023 Preliminary Budget Overview.

This item was for discussion only; action will be requested at the August 2022 Board Meeting.

Closed Session

Trustees did not adjourn into closed session.

Adjournment

There being no further action, the June 1, 2022 Board of Trustees' meeting adjourned at 7:29 p.m.

John Aouelle, President

Kim Flasch , Secretary