

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 July 19, 2023, 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. Public Comments/Citizen Participation
4. Presentation/Discussion Items
 - A. 2022-2023 School Health Advisory Committee Update 3
 - B. Drug Testing Results 2022-2023 17
 - C. Special Education Contract Services Expenditure Notification 26
 - D. Spring 2023 Advanced Placement Exam Results 27
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 - G. Curriculum and Instruction Update – Summer Learning 2023 49
 - H. June 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, and 2018/2023 Capital Projects Report 76
 - I. Proposed General Operating Fund, Debt Service Fund and Food Service Fund Budgets for 2023-2024 82
 - J. House Bill 5 (HB 5), 83rd Legislative Session Requirement Concerning "Set Aside" State Compensatory Funding 106
5. Consideration Items
 - A. Consideration and Action on a Resolution Providing for the Defeasance and Calling for Redemption Certain Currently Outstanding District Obligations and Other Matters in Connection Therewith 107
 - B. Agreement for the Purchase of Attendance Credits (Option 3 Agreement) for 2023-2024 138
 - C. 2022 - 2023 Budget Amendment #2 - General Operating, Debt Service and Food Service Funds 139
 - D. Consideration and Approval to Call a Public Meeting to Discuss the 2023-2024 Proposed Budget and Tax Rate 143
 - E. Agreement with Travis County and Other Municipalities Regarding November 7, 2023 Joint Election 144
 - F. Service Agreements for Nonpublic Placements of Students 156
 - G. Annual Review of Required Professional Development 158
 - H. 2023-2024 Lake Travis ISD Student Code of Conduct 164

I.	Delegate and Alternate for the 2023 Texas Association of School Board (TASB) Delegate Assembly	268
J.	Consent Agenda	
	1. June 21, 2023 - Board Meeting Minutes	270
	2. Update to Lake Travis ISD CV (LOCAL) Policy Regarding Construction Contracts	278
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6.	Upcoming Meetings and Events	
	A. August 16, 2023 - 6:00 p.m. Monthly Board Meeting, EDC	
	B. September 20, 2023 - 6:00 p.m. Monthly Board Meeting, EDC	
	C. October 18, 2023 - 6:00 p.m. Monthly Board Meeting, EDC	
7.	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.	
8.	Adjournment	



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 School Health Advisory Committee Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on 2022-23 School Health Advisory Committee

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

School Health Advisory Council Update 2022-2023

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 School Health Advisory Committee Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on 2022-23 School Health Advisory Committee

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

School Health Advisory Council Update 2022-2023

MEETING DATE

July 19, 2023

School Health Advisory Committee (SHAC) Update 2022-2023

Jennifer Lyon, Director of Health and SEL



SHAC Committee Members 2022-2023



Michael Hooks (Co-Chair)

Jaclyn Tully (Co-Chair)

Monica Hall-Porter

Angela Grossman

Shimrit Goren-Boltir

Jenny McCann

Corina Semph

David Powell

Gina Dressen

Alison Blake

Sherri Besecker

Christine Badillo

Sarah Tuthill

Susan LaCroix

Kristen Woodcock

Kelly Bertone

Jodie Dover

Sheila White

Jennifer Lyon

Andy Michael

Becca Harkleroad

Marissa Bell

Danielle Zibilski

Surita Scholla

Kim Kellner

Suzi Menfi

SHAC Meeting Dates



November 30, 2022

January 25, 2023

February 22, 2023

March 29, 2023

April 26, 2023

SHAC Business Accomplished



- Trained and welcomed 15 new members to the committee
- Developed norms for meetings
- Updated and adopted by-laws to govern SHAC meetings, work and membership
- Elected two Parent Co-Chairs
- Worked in subcommittees to develop recommendations for consideration by the LTISD Board of Trustees

Food & Nutrition Subcommittee Recommendations



1. Reopen Annex Cafeteria at LTHS by:
 - a. Contracting out a lunch line to an outside food vendor
 - b. Opening a dedicated “Grab n Go” lunch line with self serve options
 2. Consider partnering with an outside food truck vendor to serve food at an alternate location on campus.
 - a. Utilize a voucher payment system through the cafeteria
-

Food & Nutrition Subcommittee

Recommendations continued



3. Prioritize equipment upgrades at LTHS to allow fresh cut fruits and vegetables to be served on all lunch lines as part of the reimbursable meal.

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4. Provide a meal to teachers to eat in the cafeteria with students to model health eating behaviors and establish a more robust adult presence at lunch.

Physical Health & Activity Subcommittee Recommendations



1. Add a Certified PE teacher for each elementary school.
 - a. Elementary PE teachers are tasked with physical, health and character education TEKS. Classes require lesson planning from staff and full attention from students. This is challenging to achieved with the current student to teacher ratio. 11
 - b. TEA guidelines require a ratio of 1:45 (We are 1:55-100 with an aide)
 - c. Splitting classes for PE would allow for more quality student instruction, greater opportunities to embed citizenship lessons, less time spent waiting for equipment, fewer discipline referrals, and a safer environment for learning.
-

Physical Health & Activity Subcommittee

Recommendations continued



2. Reintroduce the health class requirement at LTHS through the CAVS 101 course. This would be local credit required for graduation.
 - a. The basis of CAVS 101 sets students up for success in ¹² high school with time management, handling stress, goal setting and more.
 - b. TEA requires a number of lessons/TEKS that don't "fit" with other core classes, such as CPR, Dating Violence, Character Education, Sexual Health, Physical Wellness, Drug and Alcohol Prevention, Police Video, etc.
-

Mental Health Subcommittee Recommendations



1. Staff a full time social worker at each middle school campus to better meet the increased mental health needs of students. This would add two additional positions.

2. Set the student to counselor ratio at 350:1 (based on recommendations from TEA, ASCA (American School Counseling Association), and TCA (Texas Counseling Association)).
 - a. Prioritize the high school and highest need priority campuses.

Mental Health Subcommittee

Recommendations continued



3. Provide more information to parents about bullying and bullying investigations.
 - a. Create a more robust website and newsletter contents with links to the district tip line.
 - b. Provide more information for students and parents on¹⁴ bullying.
 - c. Increase kindness and tolerance awareness campaigns throughout the district.

 4. Increase funding and time for all staff to be trained in de-escalation techniques and ways to reduce student behavior problems and peer conflicts.
-

SHAC for 2023-2024



- Applications will be open starting the fall for the 2023-2024 school year. Three members' terms expired this year so we will be replacing those seats.
- We are working towards monthly meetings next year beginning at the end of October and going through the end of April.
- The work of the subcommittee's will continue as well as anything new from the legislative session and other community issues that arise.

Questions

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AGENDA ITEM ACTION SHEET

AGENDA ITEM

Drug Testing Results 2022-2023

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the 2022-2023 Drug Testing results.

BUDGET PROVISIONS

\$60,000

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning

ATTACHMENTS

Drug Testing Results

MEETING DATE

July 19, 2023

Drug Testing Update 2022-2023

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Jennifer Lyon, Director of Health and SEL



Drug Testing in 2022-2023



- Tested 10 different times through the year
- Decreased testing groups to minimize disruptions to learning
- Fewer staff needed to run the sessions

Results by the Numbers



Campus	# Tested 2022-2023	# Positive 2022-2023	# Tested 2021-2022	# Positive 2021-2022	# Tested 2019-2020	# Positive 2019-2020
BCMS	151	0	149	3	137	0
LTMS	148	2	134	0	144	0
HBMS	151	1	141	1	162	0
LTHS	398	23	527	40	542	9
Totals	848	26	951	44	985	9

Outcomes for 2022-2023



- Nicotine
 - MS- 2
 - HS -13
- Nicotine & Marijuana
 - MS-1
 - HS- 1
- Marijuana
 - MS-0
 - HS-9

Additional Information



- Students in UIL related activities are more likely to complete the requirements after they test positive
- Parking pass only students tend to drop out of²² the program
- *Catch My Breath* Curriculum implemented for grades 6-9 taught through PE, MS Athletics.

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
2022-2023	\$24,372	\$0 * using district social workers

Proposed Changes for 2023-2024



- Reduce testing to 4 sessions per year
- Maintain testing to 3-5 % of total students enrolled in program

Questions?

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AGENDA ITEM ACTION SHEET

AGENDA ITEM

Special Education Contract Services Expenditure Notification

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

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 2023-2024 school year for the following contractors:

Accountable Healthcare Staffing
Collaborate ABA, LLC
Epic Special Education Staffing
ProCare Therapy (New Directions Solutions, LLC)
Soliant Health, LLC
Stepping Stones Group
Trinity Educational Services

The contractors provide services such as behavioral consultation, functional behavior assessments, 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 mandated federal program requirements for students with disabilities.

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

BUDGET PROVISIONS

Local Special Education Funds

RESOURCE PERSONNEL

Stefani Vickery – Assistant Superintendent of Curriculum and Instruction
Shelly Schuessler – Director of Special Services

ATTACHMENTS

None

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Spring 2023 Advanced Placement Exam Results

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the Spring 2023 AP exam results.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

Tasha Barker - Assistant Superintendent of Organizational Services

Dr. Lyndsaie Benton - Executive Director of Curriculum and Instruction

Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

Advanced Placement 2023 Spring Results

MEETING DATE

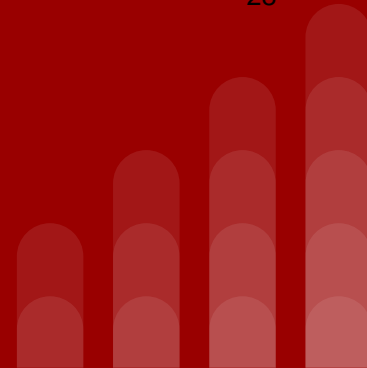
July 19, 2023

AP Score Summary

Spring 2023



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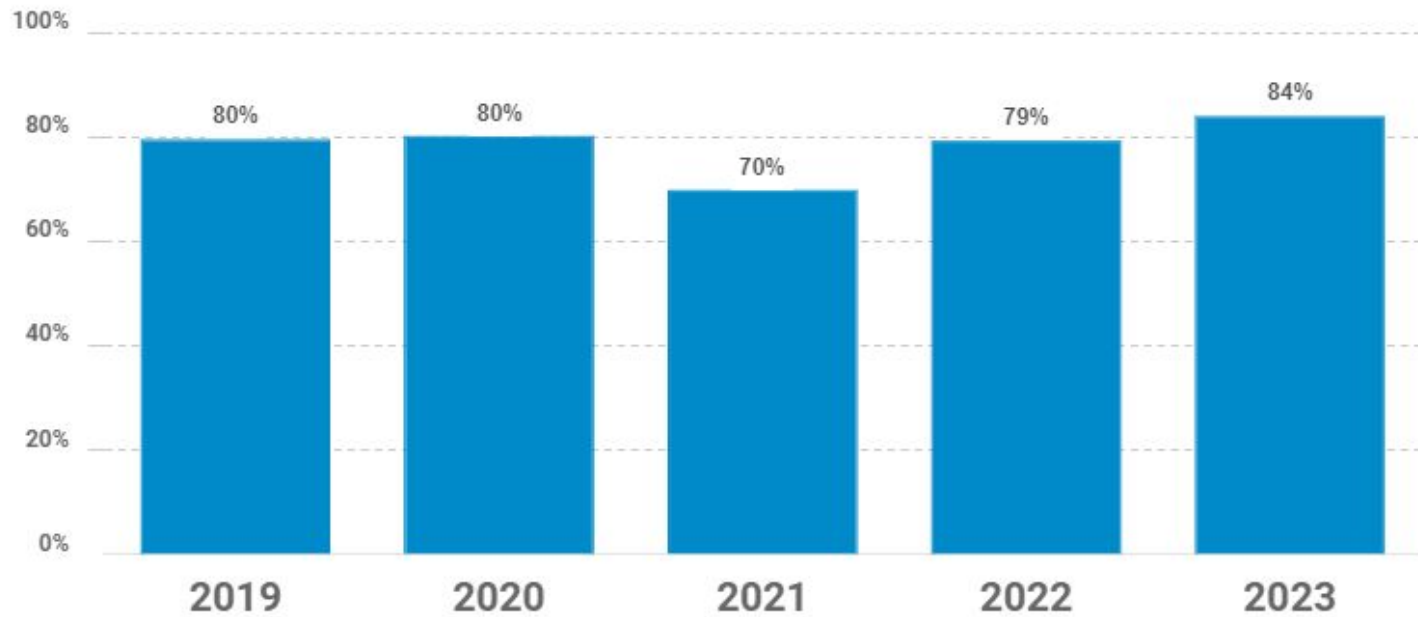


SCHOOL SUMMARY

	2019	2020	2021	2022	2023
Total AP Students	1,083	997	1,096	1,191	1,167
Number of Exams	1,975	2,082	2,056	2,354	2,392
AP Students with Scores 3+	861	799	765	944	980
% of Total AP Students with Scores 3+	79.50	80.14	69.80	79.26	83.98



% OF TOTAL AP STUDENTS WITH SCORES 3+



This report provides you with a means to assess both the equity and excellence of your school's AP program. Specifically, it shows the proportion of your school's entire senior class who scored a 3 or higher on an AP Exam at any point during high school. Additionally, you can see what percentage of your school's entire tenth, eleventh, and twelfth grade classes took and scored a 3 or higher on at least one AP Exam in May 2023.

In this calculation, students who score a 3 or higher on an AP Exam are counted only once, regardless of how many AP Exams they took and were successful in. There is no way to inflate this percentage by restricting access to AP; students who earn 1s or 2s on AP Exams neither increase nor reduce the percentage. In addition, by showing the proportion of the overall population — not just the AP classroom — educators are better able to determine the extent to which their overall population is receiving access to advanced academics in high school.

Note: Your school's enrollment counts were submitted by your AP Coordinator when placing your school's order for AP Exams.

Group	Percentage	How is this calculated?
Graduating Class Summary	52.5%	Number of your school's seniors who scored 3 or higher on at least one AP Exam at any point during high school divided by the total number of your school's seniors.
12th Grade	34.3%	
11th Grade	37.2%	Number of AP students per grade level who scored 3 or higher on at least one AP Exam this year divided by the total number of students in each grade.
10th Grade	27.8%	

If 'n/a' appears in the table above, the percentage is not available because the enrollment count was not submitted for this grade level.



Total AP Students in Your School: 1,167

Totals for this view ?	1	2	3	4	5	Total Exams
Number of Exams	145	401	664	665	517	2,392
Percentage of Total Exams	6%	17%	28%	28%	22%	100%
Number of AP Students	128	331	529	513	330	32

Subject Totals	Students Enrolled in Course	Total Exams	# Scored a 5	# Scored a 4	# Scored a 3
2-D Art and Design	5	5	2	2	1
3-D Art and Design	15	2			
Art History	16	12	6	6	
Biology	73	70	10	20	26
Calculus AB	170	152	32	48	50
Calculus BC	114	110	47	30	20
Chemistry	154	117	10	11	49
Chinese Language and Culture		1	1		
Comparative Government and Politics		1	1		
Computer Science A	113	106	20	23	33
Computer Science Principles	189	177	34	78	44
Drawing		12	3	5	4
English Language and Composition	120	118	32	42	26
English Literature and Composition	44	41	18	14	7
Environmental Science	241	187	4	37	33
European History		3	3		
French Language and Culture	12	7		2	3
German Language and Culture		1			1

Subject Totals	Students Enrolled in Course	Total Exams	# Scored a 5	# Scored a 4	# Scored a 3
Human Geography	18	15	3	5	5
Latin	8	1			
Macroeconomics	19	66	13	23	17
Microeconomics	26	15	5	5	4
Music Theory	35	9		1	6
Physics 1	62	101	10	19	20
Physics 2	75	53	4	7	20
Physics C: Electricity and Magnetism	50	35	3	11	6
Physics C: Mechanics	50	37	6	8	10
Psychology	206	180	62	63	34
Research	98	85	30	24	23
Seminar	136	131	31	38	60
Spanish Language and Culture	47	33	9	11	11
Spanish Literature and Culture	1	2	2		
Statistics	159	129	22	32	43
United States Government and Politics	69	113	25	21	35
United States History	71	70	5	14	23
World History: Modern	219	195	64	65	50



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Spring 2023 STAAR End of Course (EOC) Results

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review of the Spring 2023 STAAR End of Course assessment results.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

Tasha Barker - Assistant Superintendent of Organizational Services

Dr. Lyndsaie Benton - Executive Director of Curriculum and Instruction

Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

STAAR EOC 2023 Spring Results

MEETING DATE

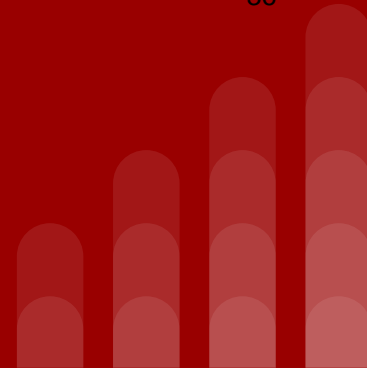
July 19, 2023

STAAR Results

End of Course Spring 2023



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When will families receive their child's STAAR EOC scores?

- As of June 30th, parents will have access to their child's results in the district's parent portal, Skyward Family Access.
- Families can access very detailed breakdowns in each subject to identify where their may be strengths or gaps.
- Families can see which questions their child got incorrect, and resources tailored to their child's performance they can use to support learning at home.



Data Source

<https://txreports.emetric.net/>

- Results for all students tested and not PEIMS Snapshot
- EOC includes first time testers & retesters

Note:

8th graders at the Middle School enrolled in Algebra 1 are included in Algebra 1 data.



EOC ALGEBRA I

Group	% Approaches	% Meets	% Masters
2023 State	78%	45%	24%
2023 Region 13	76%	45%	27%
2023 LTISD	92%	75%	54%
<i>2022 LTISD</i>	88%	61%	45%
LTHS	87%	58%	28%
LTMS	100%	100%	96%
HBMS	100%	100%	90%
BCMS	100%	100%	88%



EOC BIOLOGY

Group	% Approaches	% Meets	% Masters
2023 State	89%	57%	22%
2023 Region 13	88%	61%	27%
2023 LTISD	96%	84%	43%
<i>2022 LTISD</i>	94%	82%	39%



EOC ENGLISH I

Group	% Approaches	% Meets	% Masters
2023 State	71%	54%	14%
2023 Region 13	72%	58%	19%
2023 LTISD	92%	84%	29%
2022 <i>LTISD</i>	88%	76%	21%



EOC ENGLISH II

Group	% Approaches	% Meets	% Masters
2023 State	74%	56%	9%
2023 Region 13	75%	60%	12%
2023 LTISD	92%	81%	17%
<i>2022 LTISD</i>	89%	80%	16%



EOC US HISTORY

Group	% Approaches	% Meets	% Masters
2023 State	95%	71%	39%
2023 Region 13	95%	74%	45%
2023 LTISD	98%	92%	64%
2022 <i>LTISD</i>	98%	91%	72%



**Grades 3-8 Data will be
released in August**



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AGENDA ITEM ACTION SHEET

AGENDA ITEM

House Bill 900 (HB 900) Overview

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

House Bill (HB) 900, relating to the regulation of library materials sold to or included in public school libraries, was signed by the Governor on June 13, 2023. The law makes several changes with implementation timelines effective over the next several years. Generally, HB 900 makes amendments to the authority of the Texas State Library and Archives Commission (TSLAC), the requirements of school library vendors, and the definitions of what is considered sexually relevant or sexually explicit material. Additionally, the bill creates requirements for the Texas Education Agency (TEA) and local school districts regarding their enforcement of these provisions.

It is important to note that Lake Travis ISD's obligations under the bill are primarily dependent on actions that must first be completed by TSLAC, TEA and library book vendors. The first independent action required of LTISD is due no later than January 1, 2025.

Below is a detailed summary of HB 900. The district's obligations are highlighted in **yellow**.

Definitions: HB 900 defines "sexually explicit material" as any communication, language, or material, including a written description, illustration, photographic image, video image, or audio file, other than library material directly related to kindergarten through twelfth grade curriculum, that describes, depicts, or portrays sexual conduct in a way that is patently offensive.

The bill defines "sexually relevant material" as any communication, language, or material, including a written description, illustration, photographic image, video image, or audio file, other than library material directly related to kindergarten through twelfth grade curriculum, that describes, depicts, or portrays sexual conduct.

The bill defines a "library material vendor" to include any entity that sells library materials to a public primary or secondary school in Texas.



Library standards: HB 900 amends the Education Code, requiring the TSLAC, in consultation with the State Board of Education, to adopt voluntary standards for school library services, other than collection development, for a school to consider in developing, implementing, or expanding library services.

The bill requires TSLAC, with approval by majority vote of the State Board of Education, to adopt standards for school library collection development that a school district would adhere to in developing or implementing the district's library collection development policies. The standards are required to be

adopted not later than January 1, 2024, and would be reviewed and updated annually and include a collection development policy that:

- prohibits the possession, acquisition, and purchase of harmful material, library material rated sexually explicit material by the selling library material vendor, or library material that is pervasively vulgar or educationally unsuitable as established in constitutional precedent;
- recognizes that obscene content is not protected by the First Amendment;
- is required for all library materials available for use or display, including material contained in school libraries, classroom libraries, and online categories;
- recognizes that parents are the primary decision makers regarding a student's access to library material;
- encourages schools to provide library catalog transparency;
- recommends schools communicate effectively with parents regarding collection development; and
- prohibits the removal of material based solely on the ideas contained in the material, or the personal background of the author of the material or the characters in the material.

Ratings required: The bill prohibits a library material vendor from selling library materials to a district unless the vendor has issued appropriate ratings regarding sexually explicit material and sexually relevant material previously sold to a district or school. A vendor could not sell library material rated sexually explicit material and would issue a recall for all copies sold to a district that was rated sexually explicit and in active use by the district.

No later than April 1, 2024, each library material vendor must develop and submit to TEA a list of library material rated sexually explicit or sexually relevant sold by the vendor to a district before that date and still in active use by the district. No later than September 1 of each year, each vendor will be required to submit to TEA an updated list of such library materials sold during the preceding year and still in active use by a district. TEA is required to post each list in a conspicuous place on the agency's website.



Rating Guidelines: Requires a library material vendor, for purposes of determining whether a library material is sexually explicit, to perform a contextual analysis of the material to determine whether the material describes, depicts, or portrays sexual conduct in a way that is patently offensive. Requires a library material vendor to consider the following three principal factors with respect to the material:

1. the explicitness or graphic nature of a description or depiction of sexual conduct contained in the material;
2. whether the material consists predominantly of or contains multiple repetitions of depictions of sexual or excretory organs or activities; and
3. whether a reasonable person would find that the material intentionally panders to, titillates, or shocks the reader.

Requires a library material vendor to determine whether a description, depiction, or portrayal of sexual conduct contained in a material is patently offensive, to consider the full context in which the description, depiction, or portrayal of sexual conduct appears, to the extent possible, recognizing that contextual

determinations are necessarily highly fact-specific and require the consideration of contextual characteristics that may exacerbate or mitigate the offensiveness of the material.

TEA review and school/staff liability: The bill allows TEA to review library material sold by a vendor that was not rated or incorrectly rated by the vendor as sexually explicit material, sexually relevant material, or no rating. TEA would be required to provide written notice to the vendor if the agency determined the library material was required to be rated as sexually explicit or sexually relevant. The notice would include information regarding the vendor's rating duty and provide the corrected rating required for the library material. No later than the 60th day after the date the vendor received notice regarding such material, the vendor would be required to rate the library material according to the TEA-corrected rating and notify TEA of the updated rating.

TEA is required to post and maintain a list of vendors who failed to update the rating and notify TEA on its website. **The bill prohibits a district or school from purchasing library material from a vendor on the list.** A vendor on the list could petition TEA for removal from the list. TEA could remove the vendor from the list only if TEA was satisfied that the vendor had taken appropriate actions to update the rating and notify TEA.

A district or school or a teacher, librarian, or other staff member of a school or district would not be liable for any claim or damage resulting from a vendor's violation of the bill's provisions.



Review and reporting of library materials: No later than January 1 of every odd-numbered year, HB 900 requires each district to:

- review the content of each library material in the catalog of a district or school library that was rated as sexually relevant material by the vendor;
- determine in accordance with the district’s approval, review, and reconsideration of library materials policies whether to retain each reviewed library material in the school library catalog; and
- either conspicuously post a report on the district website or provide physical copies of the report at the district’s central administrative building.

The bill requires the report to include the title of each relevant reviewed library material, the district’s decision regarding the library material, and the school or campus where the library material is currently located.

Parental consent: The bill prohibits a district from allowing a student to reserve, check out, or otherwise use outside the school library any library material the vendor had rated as sexually relevant material unless the district or school first obtained consent from the student’s parent or guardian.

Other provisions: The bill requires each library material vendor to submit the required initial list no later than April 1, 2024. The bill also requires each school district to conduct the initial content review and submit the required initial report no later than January 1, 2025.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Allyson Collins - General Counsel

ATTACHMENTS

None

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Curriculum and Instruction Update – Summer Learning 2023

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

The Curriculum and Instruction Department will provide an update on summer learning experiences offered to LTISD students:

- Summer Learning Academy for grades 2-8
- ESL/Bilingual Summer Learning Academy for grades K-1
- Credit Recovery for grades 6-12
- Extended School Year for Special Services
- Summer Bridge for Math

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Dr. Lyndsae Benton - Executive Director of Curriculum & Instruction

ATTACHMENTS

Presentation

MEETING DATE

July 19, 2023

Summer Learning Update

July 19, 2023

Summer Learning 2023

Summer Learning Academy - Grades 2-8

ESL/Bilingual Summer Learning Academy - Grades K-1

Credit Recovery - Grades 6-8 (EIE Local)

Credit Recovery - Grades 9-12

Extended School Year - Special Services

Summer Bridge Program - Math

Elementary

SLA

June 2023

Summer Learning Academy (SLA) Design

- Provide students who have academic gaps with engaging, **accelerated learning experiences** to improve their mastery of state standards.
- The goal is acceleration rather than remediation. They are taught **skills for the next grade level**.
- Teachers and coaches designed authentic summer learning experiences to prepare students to be successful with their next grade level content.

Summer Learning Academy 2023 - Elementary

	K (EB/DL) 4 weeks	1st (EB/DL) 4 weeks	2nd 1 week	3rd 1 week	4th 1 week	5th 1 week
Invited	74	81	107	134	169	148
Attended	42	34	61	65	63	57

54

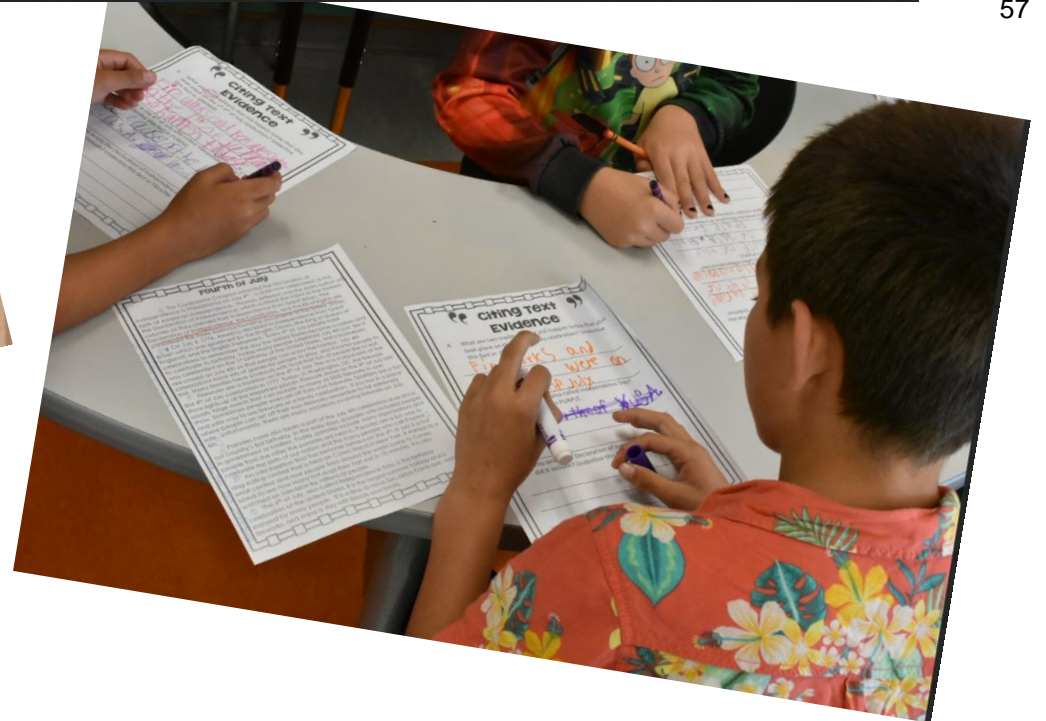
Total = **322** students served in grades K-5

Pre/Post Test Growth

Students were tested on essential standards identified for their upcoming grade level.

	2nd Raw Growth/%	3rd Raw Growth/%	4th Raw Growth/%	5th Raw Growth/%
Reading Language Arts	3.02 / 10%	.18 / 4%	1.00 / 20%	1.10 / 18%
Math	5.53 / 19%	.27 / 5%	1.04 / 20%	1.84 / 37%





Other Highlights from Elementary SLA

- FANS provided 661 breakfasts and 1,502 lunches to students at no cost to families
- Students enjoyed recess and two structured breaks each day.
- The Lake Travis Community Library Bookmobile provided each class with story time and activities, and students could check out books to take home.
- LTISD provided each student with 10 books to use in SLA and then to take home. Books were provided in English and Spanish and included both fiction and non-fiction selections.

Middle School

SLA

June 2023

Summer Learning Academy 2023

	6th 1 week	7th 1 week	8th 1 week	9th 1 week
Attended	52	45	37	27

Total = 161 students served in grades 6-9

Pre/Post Test Growth

Students were tested on essential standards identified for their upcoming grade level.

	Math	Reading	Math or Reading	Math and Reading
% of Students who showed growth	78%	41%	80%	36%

Highlights from Middle School SLA

Parent feedback:

- *“I opted out of sending my children last summer... I chose to take the district up on the offer this summer and am so glad I did! My child said they learned a lot and that the teachers were ‘really good.’All in all great experience and would utilize this again if need be and would recommend others to as well. Thank you to the teams who put this together!”*

Highlights from Middle School SLA

Teacher feedback:

- *“During week 2, I noticed that my students were more energetic than the previous weeks so I created a review that required them to move around. I noticed that some of the students really enjoyed playing basketball in the gym so I took that ⁶³ into account when making the activity. I was so happy when the following day the students started to get into the activity, and they were upset when I told them there were only a couple of questions left.”*
- *“Having such a small group allowed me to connect and help these students in such a short amount of time. The flexible lesson planning also allowed me to shine, and I noticed how each week I got better at teaching the students content.”*

Middle School Summer Bridge Program

June 2023

Summer Bridge Program for Math

Honors Math 7 Bridge Camp

- A three-week camp aiming to help high-performing 6th-grade math students access advanced math in 7th-grade.
- Honors Math 7 Bridge camp was by invitation only by teacher recommendation.
- **25 students**

65

Content addressed: the 19 7th grade math standards addressed in 6th grade Honors Math

Average score on the weekly post-assessment: 91%

Percent of students who met the successful completion criteria to be recommended for Honors Math 7 next year: 96%

Summer Bridge Program for Math

Algebra Bridge Camp

- A three-week camp aiming to support students in the advanced math program prepare for a successful start in MS Algebra I.
- **11 students**

66

Content addressed: Alg I Essential Standards

Percent of students who showed mastery in one or more topics: 81%

Parent feedback: *“Thanks for offering this! I think my son will be better off in math later on.”*

Middle School Credit Recovery

June 2023

Middle School Credit Recovery

Number of students eligible: 77

Number of students who attended: 58

- Some withdrew from LTISD or attended ESY or SLA

Number of students who completed their coursework and will be promoted to the next grade level: 50

High School Credit Recovery

June 2023

High School Credit Recovery

Number of students who attended: 178

Total credit hours earned: 294

Students completed course work through Edenuity, but teachers provided small group instruction along with one-on-one work daily.

Extended School Year (ESY)

June and July 2023

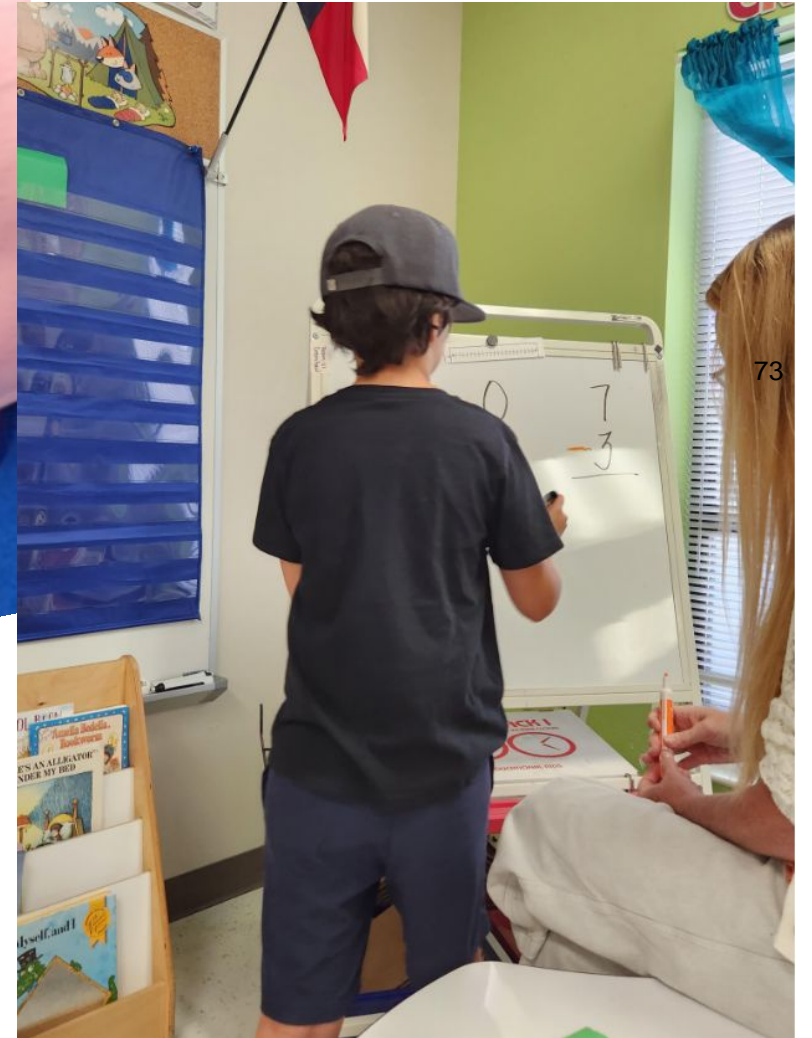
Summer Learning Academy - ESY

Extended School Year, Birth through age 22

Number of students eligible: 109

- Students are identified as eligible through their ARD committee

Number of students who attended: 99



Summer Learning Totals

854

students served

7,140

**hours of accelerated instruction provided
for HB4545 / HB 1416**



One Community. One Purpose.
All **HEART**

Questions?



AGENDA ITEM ACTION SHEET

AGENDA ITEM

June 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects 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 of Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-June 2023
2. Balance Sheet-June 2023
3. Tax Statement-June 2023
4. 2018 Capital Projects Report-June 2023
5. 2023 Capital Projects Report-June 2023

MEETING DATE

July 19, 2023

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

6/30/2023

Current Year

Prior Year

		Current Year				Prior Year	
		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
Revenues							
5711	Current Year Tax Revenue	\$ 161,710,016	\$ 159,523,487	\$ 2,186,529	98.65%	\$ 131,554,579	99.94%
5700	Other Local Revenues	3,754,000	5,114,065	(1,360,065)	136.23%	1,722,276	81.51%
5800	State Program Revenue	12,416,102	9,671,452	2,744,650	77.89%	7,675,047	70.69%
5900	Federal Revenue	500,000	265,805	234,195	53.16%	497,200	89.52%
Total Revenue		\$ 178,380,118	\$ 174,574,810	\$ 3,805,308	97.87%	\$ 141,449,102	97.45%

Expenditures

11	Instruction	\$ 63,450,252	\$ 57,007,245	\$ 6,443,007	89.85%	\$52,343,428	87.60%
12	Instructional Resources	1,019,890	884,888	135,002	86.76%	856,966	87.44%
13	Staff Development	1,517,909	1,197,098	320,811	78.86%	663,428	74.52%
21	Instructional Administration	2,536,242	1,721,605	814,637	67.88%	1,839,328	81.87%
23	School Administration	4,979,123	4,486,654	492,469	90.11%	4,027,114	82.49%
31	Guidance & Counseling	4,626,719	3,720,579	906,140	80.42%	4,229,876	86.63%
32	Social Work Services	147,920	117,550	30,370	79.47%	129,191	89.10%
33	Health Services	988,161	846,002	142,159	85.61%	780,542	87.00%
34	Transportation	5,141,946	3,738,405	1,403,541	72.70%	3,547,969	83.73%
35	Food Service	107,821	89,554	18,267	83.06%	75,000	83.33%
36	Co-Curricular Account	2,658,103	2,246,606	411,497	84.52%	2,161,828	85.07%
41	General Administration	3,863,546	3,358,217	505,329	86.92%	3,124,051	82.19%
51	Plant & Maint. Operation	12,128,868	9,660,509	2,468,359	79.65%	8,853,573	81.00%
52	Security	896,983	861,576	35,407	96.05%	705,109	83.37%
53	Non-Inst. Data Processing	3,337,694	2,472,634	865,060	74.08%	2,202,845	83.59%
61	Community Services	518,660	380,799	137,861	73.42%	314,234	74.53%
81	Facilities/Construction	35,940	29,851	6,089	83.06%	25,000	83.33%
91	State Transfers	72,352,953	-	72,352,953	0.00%	1,541	0.00%
92	Incremental Cost WADA	-	-	-	0.00%	294,076	100.00%
93	SPED TRF-Regular Day	45,000	35,850	9,150	0.00%	25,511	100.00%
95	JJAEP Transfer Payments	15,000	-	15,000	0.00%	-	0.00%
99	Travis County Appraisal	870,000	914,443	(44,443)	105.11%	489,453	100.00%
Total Expenditures		\$ 181,238,730	\$ 93,770,065	\$ 87,468,665	51.74%	\$ 86,690,062	59.17%

Other Resources and (Uses)

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

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ (2,858,612)	\$ 80,804,745
3000	Beginning Fund Balance 9/1	\$ 46,144,750	
3000	Ending Fund Balance 8/31	\$ 43,286,138	
3590	Committed Fund Balance	\$ 565,513	
3600	Unassigned Fund Balance	\$ 42,720,625	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: June 30, 2023

<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	\$ 2,348,748	\$ 3,126,783	\$ 1,446,437	\$ 11,111,911	\$ 7,448,195	\$ 25,482,074
1103 Temporary Investments	133,287,301	-	13,650,864	291,329,806	195,768	438,463,738
Total Cash and Investments	\$ 135,636,049	\$ 3,126,783	\$ 15,097,301	\$ 302,441,717	\$ 7,643,963	\$ 463,945,812
Receivables:						
1210 Property Taxes-Current	\$ 2,097,727	\$ -	\$ 776,629	\$ -	\$ -	\$ 2,874,356
1220 Property Taxes-Delinquent	2,168,424	-	786,792	-	-	2,955,216
1230 Allowance-Uncollected Taxes	(868,808)	-	(279,355)	-	-	(1,148,163)
1240 Due From Federal Agencies	848,990	49,521	-	-	-	898,511
1250 Sundry Receivables	14,550	2,371	-	-	-	16,921
1260 Due From Funds	702,116	29,389	-	43,820	199,763	975,088
1280 Due From Other Funds Warehouse Items	1,121	-	-	-	(407,070)	(405,949)
1290 Other Receivables	647,615	379	-	-	-	647,994
1300 Inventories, At Cost	86,680	424,571	-	-	-	511,250
Total Receivables	\$ 5,698,415	\$ 506,230	\$ 1,284,066	\$ 43,820	\$ (207,307)	\$ 7,325,224
1400 Other Current Assets	-	-	-	-	493,399.44	493,399.44
Total Assets	\$ 141,334,464	\$ 3,633,013	\$ 16,381,367	\$ 302,485,536	\$ 7,930,055	\$ 471,764,436
Resources						
5010 Estimated Revenue	\$ 178,380,118	\$ 10,667,327	\$ 60,740,000	\$ 625,755,867	\$ 16,787,322	\$ 892,330,634
5030 Less: Realized Revenue	174,574,810	9,891,732	59,974,645	307,343,099	10,839,798	562,624,083
5000 Revenues to be Received	3,805,308	775,595	765,355	318,412,768	5,947,524	329,706,551
Total Assets & Resources	\$ 145,139,772	\$ 4,408,608	\$ 17,146,722	\$ 620,898,304	\$ 13,877,579	\$ 801,470,986
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 122,394	\$ 1,014	\$ -	\$ -	\$ 835,725	\$ 959,133
2160 Accrued Wages Payable	9,921,858	515,142	-	41,898	122,817	10,601,715
2170 Due To Other Funds	(43,373)	(61,170)	-	(37,592)	504,255	362,121
2180 Due To Other Govt's	(11,297)	-	-	-	-	(11,297)
2190 Due To Student Groups	-	-	-	-	-	-
2150 Payroll Deduct & Withhold	-	-	-	-	155,316	155,316
Total Current Payables	\$ 9,989,583	\$ 454,986	\$ -	\$ 4,306	\$ 1,618,113	\$ 12,066,988
2210 Accrued Expenses	-	-	-	217,977	520,156	738,133
2300 Deferred Revenue	2,062	429,632	-	-	-	431,694
2400 Payable From Restricted Assets	-	-	-	-	-	-
2600 Deferred Inflows	4,393,325	-	1,294,515	-	-	5,687,839
Total Liabilities	\$ 14,384,969	\$ 884,619	\$ 1,294,515	\$ 222,283	\$ 2,138,269	\$ 18,924,655
Fund Equity						
6010 Appropriations	\$ 181,238,730	\$ 10,667,327	\$ 58,920,000	\$ 647,470,577	\$ 16,787,322	\$ 915,083,956
6050 Less: Expenditures	(93,770,065)	(10,963,682)	(52,439,994)	(24,872,041)	(9,953,767)	(191,999,549)
6030 Encumbrances	-	-	-	-	-	-
Available Appropriations	\$ 87,468,665	\$ (296,355)	\$ 6,480,006	\$ 622,598,536	\$ 6,833,555	\$ 723,084,407
4310 Reserve For Encumbrances	-	-	-	-	-	-
3600 Unassigned Fund Balance	42,720,625	3,820,345	9,372,201	(1,922,514)	4,905,755	58,896,411
3590 Committed Fund Balance - Accr. Leave	565,513	-	-	-	-	565,513
Total Liability & Fund Equity	\$ 145,139,772	\$ 4,408,608	\$ 17,146,722	\$ 620,898,304	\$ 13,877,579	\$ 801,470,986

SUMMARY OF TAX COLLECTIONS
AS OF JUNE 2023

2022-23 Original Tax Levy		\$	226,615,817.90
Delinquent Taxes as of 8/31/2022			3,841,495.74
 Total Receivables for 2022-23		\$	230,457,313.64
Current Year Adjustments			(5,158,578.55)
Prior Year Adjustments			(1,739,266.00)
 Adjusted Receivables.....		\$	223,559,469.09
Total Net Collections To Date			(218,718,316.55)
 Outstanding Receivables as of	6/30/2023	\$	4,841,152.54

<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	\$ 161,710,016.00	\$ 159,523,487.38	\$ 2,186,528.62	98.65%
Maintenance - Prior Year Tax	(200,000.00)	(625,888.62)	425,888.62	312.94%
Maintenance - Penalties & Interest	750,000.00	722,372.12	27,627.88	96.32%
Sub-total	\$ 162,260,016.00	\$ 159,619,970.88	\$ 2,640,045.12	98.37%
 Debt Service - Current Tax	\$ 59,900,000.00	\$ 59,059,396.47	\$ 840,603.53	98.60%
Debt Service - Prior Year Tax	100,000.00	(227,097.90)	327,097.90	-227.10%
Debt Service - Penalties & Interest	200,000.00	266,047.10	(66,047.10)	133.02%
Sub-total	\$ 60,200,000.00	\$ 59,098,345.67	\$ 1,101,654.33	98.17%
 Total Collections	\$ 222,460,016.00	\$ 218,718,316.55	\$ 3,741,699.45	98.32%

<u>Tax Collection Comparison with 2022-23: Adjusted Tax Roll</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	98.70%	99.00%	98.89%
Percent of Total Taxes Collected	98.32%	98.86%	99.34%
Percent of Total Taxes and P & I Collected	98.76%	99.35%	99.84%

<u>Tax Collection Comparison with 2022-23: Original Tax Roll</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	96.46%	98.07%	97.96%
Percent of Total Taxes Collected	96.08%	97.93%	98.41%
Percent of Total Taxes and P & I Collected	96.52%	98.41%	98.90%

**Lake Travis ISD
2018 Bond Program Summary
June 30, 2023**

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	5,263,711.00	5,275,845.53	(12,134.53)
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	260,200,000.00	260,212,135.30	(12,135.30)

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,596,166.00	34,596,165.46	0.54
20 Elementary School #8	3,979,000.00	7,280,747.00	6,717,153.20	563,593.80
30 Secondary School #2	13,802,000.00	6,807,041.00	6,238,828.16	568,212.84
40 Middle School #3	75,980,710.00	77,314,012.00	77,314,011.66	0.34
50 FCA Projects	36,610,132.00	58,409,772.00	56,265,022.96	2,144,749.04
60/70 Small Renovation Improvements	16,927,133.00	12,303,947.00	11,641,864.58	662,082.42
Construction/Renovation	178,809,975.00	196,711,685.00	192,773,046.02	3,938,638.98
81 Instructional Materials & Equipment	5,707,000.00	5,724,965.00	4,130,483.32	1,594,481.68
82 Technology	29,901,700.00	26,131,256.00	25,589,559.83	541,696.17
83 Copy Machines	750,000.00	750,000.00	534,178.15	215,821.85
84 Maintenance	600,000.00	1,060,000.00	789,410.93	270,589.07
85 Food & Nutrition Services	3,950,789.00	1,931,197.00	1,894,976.06	36,220.94
86 Transportation	13,300,000.00	10,983,059.00	8,536,969.91	2,446,089.09
87 District Furniture & Equipment	6,000,000.00	6,800,000.00	6,384,580.76	415,419.24
88 Police	0.00	420,000.00	430,560.49	(10,560.49)
90 Land	1,270,000.00	1,803,917.00	576,464.50	1,227,452.50
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	1,862,326.00	38,061.00	1,824,265.00
95 Program Administration	3,200,000.00	3,302,166.00	2,927,763.72	374,402.28
97 LTMS Wastewater Expansion	0.00	801,405.00	82,343.68	719,061.32
Other Programs	74,190,025.00	63,488,315.00	53,833,376.12	9,654,938.88
Total 2018 Bond Program	253,000,000.00	260,200,000.00	246,606,422.14	13,593,577.86

**Lake Travis ISD
2023 Bond Program
June 30, 2023**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds -Prop A	548,410,330.00	548,410,330.00	246,715,051.13	301,695,278.87
1 Bond Proceeds -Prop B	60,790,110.00	60,790,110.00	40,639,386.23	20,150,723.77
2 Interest Revenue - Prop A	0.00	1,588,362.00	4,431,311.38	(2,842,949.38)
2 Interest Revenue - Prop B	0.00	261,638.00	721,376.27	(459,738.27)
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	14,705,427.00	14,705,427.00	0.00
Total Resources	609,200,440.00	625,755,867.00	307,212,552.01	318,543,314.99

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #8	50,917,526.00	50,917,526.00	39,501.94	50,878,024.06
20 Elementary School #9	55,517,521.00	55,517,521.00	12,093.00	55,505,428.00
30 Secondary School #2	179,990,620.00	179,990,620.00	26,684.50	179,963,935.50
40 Campus/District Facilities Projects	177,393,335.00	173,718,436.00	467,538.99	173,250,897.01
50 FCA Projects	36,312,528.00	36,260,430.00	8,429.70	36,252,000.30
60 Technology Improvements	60,790,110.00	60,790,110.00	5,323,331.76	55,466,778.24
Construction/Renovation	560,921,640.00	557,194,643.00	5,877,579.89	551,317,063.11
81 Curriculum and Instructional Materials	1,800,000.00	5,452,000.00	0.00	5,452,000.00
82 Copy Machines	585,300.00	585,300.00	0.00	585,300.00
83 Maintenance	273,500.00	273,500.00	0.00	273,500.00
84 Transortation	9,620,000.00	9,620,000.00	0.00	9,620,000.00
85 District Furniture & Equipment	1,500,000.00	1,500,000.00	0.00	1,500,000.00
90 Land	15,000,000.00	15,000,000.00	6,071,054.50	8,928,945.50
91 Bond Closing	4,000,000.00	4,000,000.00	2,059,864.36	1,940,135.64
94 Contingency	12,000,000.00	28,555,424.00	0.00	28,555,424.00
95 Program Management	3,500,000.00	3,500,000.00	0.00	3,500,000.00
98 Miscellaneous Contracted Services	0.00	75,000.00	34,587.00	40,413.00
Other Programs	48,278,800.00	68,561,224.00	8,165,505.86	60,395,718.14
Total 2018 Bond Program	609,200,440.00	625,755,867.00	14,043,085.75	611,712,781.25



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Proposed General Operating Fund, Debt Service Fund and Food Service Fund Budgets for 2023-2024

RECOMMENDED ACTION

For Discussion/Presentation only. Action will be requested at the August 16, 2023 Board meeting.

RATIONALE

Section 44.002 through 44.006 of the Texas Education Code establishes the legal basis for the budget development in school districts. These codes require that the district prepare a budget by the date set by the State Board of Education, currently August 21th for districts with an August 31st fiscal year-end. The Budget Document and the Annual Financial and Compliance Report are the primary vehicles used to present the financial plan and the results of operations of the District. The primary purposes of this budget document is to provide timely and useful information concerning the past, current and projected financial status of the District, in order to facilitate financial decisions that support the educational goals of the District.

BUDGET PROVISIONS

2023-2024 Budgets

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Evalene Murphy – Assistant Superintendent of Employee and Community Relations
Brad Goerke – Director of Finance

ATTACHMENTS

None

MEETING DATE

July 19, 2023

Lake Travis ISD

Overview of the Proposed Budgets

2023-2024

July 19, 2023

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

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Lake Travis ISD
Underlying Budget Assumptions
2023-2024

- 1. The budget reflects a student increase of 307 (2.69%) from October 2022 PEIMS. The estimated total enrollment for Lake Travis ISD for the Fall of 2023 is 11,706. In March 2023, the district contracted with Population and Survey Analysts (PASA) to perform a mini demographic update due to the slowing of enrollment growth. The results of this study are imbedded into the 2023-2024 budget.**
- 2. Estimated Weighted Average Daily Attendance (WADA) for 2023-2024 is 13,332. WADA is the weighted average daily attendance figure used in several funding formulas to calculate the amount of state and local funds a district is entitled.**
- 3. The Net Freeze Unadjusted Taxable Property Value increase for 2023-2024 is estimated at 7.32% (\$20,328,342,056) from the tax year 2022 supplemental certified totals. The district obtained this information through the preliminary certified estimate provided by the Travis Central Chief Tax Appraiser Marya D. Crigler. The certified estimate will be issued on or before July 25, 2023. Due to the growth in property values, we anticipate another tax rate decrease for tax year 2023, school year 2023-2024. The compression of the local maintenance tax rate is triggered by property value growth above 2.5%.**
- 4. House Bill 3 (HB 3), passed during the 86th Regular Legislative Session, and House Bill 1525, passed during the 87th Regular Legislative Session, provided new funding for education and tax reduction. The Basic Allotment was adjusted from \$5,140 to \$6,160. The State has gone from prior year property values to current year values. The M&O Tax Rate continues to be compressed from \$0.8846 to \$0.8744 due to property value growth within the district boundaries.**
- 5. The 88th Regular Legislative Session and Special Session #1 with an increase in funding for safety and security mandated measures of \$165,000 for the District. Special Session #2 is underway with property tax relief legislation (Senate Bill 2, Senate Bill 3 and House Joint Resolution 2) sent to the Governor's desk. The legislation would continue M&O tax rate compression and increase the homestead exemption by \$60,000 if voter approved, but would not change to the amount of funds the district would receive for the Basic Allotment. The budget assumptions are using current law under HB3, HB 1525 and the increase to safety and security already approved.**

Lake Travis ISD
Underlying Budget Assumptions
2023-2024

6. The Excess Local Revenue (“Recapture”) calculation has been simplified to reflect a district’s excess Local Fund Assignment (LFA) over their Tier 1 Entitlement. If a district is unable to collect sufficient Tier 1 (net of recapture) taxes to reach their Tier 1 Entitlement, then a Recapture Adjustment is awarded to the district. Lake Travis ISD’s recapture payment is projected to increase in 2023-2024 by \$1,479,129 (2%). This reflects 44.1% of every dollar levied at the Tier 1 level (from 44.7% in 2022-2023).

7. For 2023-2024, Lake Travis ISD will continue to provide the Local Optional Homestead Exemption (LOHE) for its taxpayers at the maximum allowable level of 20%. Lake Travis ISD is one of only two districts in the Greater Austin Area (Lago Vista ISD) that provide this benefit to its taxpayers. For 2023-2024, this accounts for approximately \$2.89 billion in value, or \$34.8 million in additional local property tax relief.

8. Lake Travis ISD’s reconciliation of changes in estimated revenues:

Total Increase in Estimated Revenues	\$ 3,142,302
Attributable to Student Growth (307 x \$6,160)	(1,891,120)
Attributable to estimated Salary Raises @ 3.0%	(1,800,000)
Attributable to Decrease in Operating Budget	333,070
Attributable to an Increase in Recapture Payment	<u>(1,479,129)</u>
Total Variance Increase/(Decrease) in Projected Budget	<u>\$ (1,694,877)</u>

9. Staffing allocation provided to the Human Resource Department for 2023-2024 is \$3,400,986. Incorporated in the Projected Budget for 2023-2024 is a salary adjustment of approximately \$1,800,000 for all staff (3% of mid-point for all staff). Instructional Staffing Positions of \$1,300,000, Non-Instructional Staffing of \$272,000, increases to substitutes, stipends and targeted adjustments of \$702,986, TRS On-Behalf Payments of \$526,000 and Staffing Efficiencies of (\$1,200,000).

10. The net effect of non-staffing allocations provided to the Business Office for 2023-2024 is (\$42,936). The budget reflects the elimination of COVID PPE and fuel contingency costs, and additional non-staffing allocations intended to serve the growth in student population.

**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
BUDGET OVERVIEW**

		2022-2023 ORIGINAL BUDGET	2022-2023 AMENDED BUDGET	2023-2024 PROPOSED BUDGET	CHANGE
REVENUE					
5700	LOCAL, INTERMEDIATE, OTHER	\$ 164,709,453	\$ 168,204,016	\$ 174,575,062	\$ 6,371,046
5800	STATE PROGRAM REVENUE	8,779,874	13,040,126	9,761,382	(3,278,744)
5900	FEDERAL PROGRAM REVENUE	500,000	300,000	350,000	50,000
	TOTAL REVENUES	\$ 173,989,327	\$ 181,544,142	\$ 184,686,444	\$ 3,142,302
EXPENDITURE					
11	INSTRUCTION	\$ 62,421,022	\$ 64,850,216	\$ 66,428,742	\$ 1,578,526
12	INSTRUCTIONAL RESOURCES	1,019,890	1,039,890	1,049,259	9,369
13	INSTRUCTIONAL STAFF DEVELOPMENT	1,517,909	1,537,909	1,658,277	120,368
21	INSTRUCTIONAL ADMINISTRATION	2,536,242	2,236,242	2,290,487	54,245
23	SCHOOL ADMINISTRATION	4,979,123	5,439,123	5,642,865	203,742
31	GUIDANCE AND COUNSELING	4,626,719	4,526,719	4,736,853	210,134
32	SOCIAL WORK SERVICES	147,920	157,920	201,686	43,766
33	HEALTH SERVICE	988,161	1,018,197	1,049,511	31,314
34	PUPIL TRANSPORTATION	5,141,946	4,541,946	4,692,346	150,400
35	FOOD SERVICE	107,821	117,821	122,601	4,780
36	CO-CURRICULAR ACTIVITIES	2,658,103	2,708,103	2,760,138	52,035
41	GENERAL ADMINISTRATION	3,863,546 *	4,133,546 *	4,239,304 *	105,758
51	PLANT & MAINT OPERATIONS	12,128,868	12,248,868	12,460,158	211,290
52	SECURITY & MONITORING	896,983	1,066,983	1,229,983	163,000
53	NON-INSTRUCTIONAL DATA PROCESSING	3,337,694	3,037,694	3,343,348	305,654
61	COMMUNITY SERVICES	518,660	528,660	548,402	19,742
71	DEBT SERVICE	0	0	0	0
81	FACILITIES ACQUISITION/CONSTR.	35,940	36,940	40,867	3,927
91	STATE EQUALIZATION	69,043,111	72,352,953	73,832,082	1,479,129
92	RECAPTURE INCREMENTAL COSTS	300,000	0	0	0
93	SPEC. ED. TRANSFERS-DAY SCHOOL	45,000	45,000	45,000	0
95	JJAEP TRANSFERS	15,000	15,000	15,000	0
99	OTHER INTERGOVERNMENTAL CHARGES	570,000	870,000	960,000	90,000
	TOTAL EXPENDITURES	\$ 176,899,658	\$ 182,509,730	\$ 187,346,909	\$ 4,837,179
OTHER RESOURCES AND (USES)					
7000	OTHER RESOURCES	\$ 0	\$ 0	\$ 0	\$ 0
8000	OTHER USES	0	0	0	0
	TOTAL RESOURCES & USES	\$ 0	\$ 0	\$ 0	\$ 0
1200	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ (2,910,331)	\$ (965,588)	\$ (2,660,465)	\$ (1,694,877)
3100	BEGINNING FUND BALANCE, 9/1	46,144,750	46,144,750	45,179,162	
3100	ENDING FUND BALANCE, 8/31	\$ 43,234,419	\$ 45,179,162	\$ 42,518,697	

* Senate Bill 622 Requirement
Statutorily Required Public Notice

\$	20,000	\$	20,000	\$	20,000
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**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
REVENUE SOURCES**

		2022-2023 ORIGINAL BUDGET	2022-2023 AMENDED BUDGET	2023-2024 PROJECTED BUDGET	Percent of Total	Dollar Change
LOCAL & OTHER SOURCES-						
5711	LOCAL TAXES, CURRENT YEAR	\$ 161,825,453	\$ 161,710,016	\$ 168,267,062	91.11%	\$ 6,557,046
571X	OTHER LOCAL TAXES	1,200,000	250,000	950,000	0.51%	700,000
5739	FEEES, DUES, ETC.	140,000	140,000	140,000	0.08%	-
5742	EARNINGS ON INVESTMENTS	600,000	4,800,000	4,000,000	2.17%	(800,000)
5743	RENT	380,000	590,000	604,000	0.33%	14,000
5749	MISC REV FM LOCAL SOURCES	106,000	256,000	156,000	0.08%	(100,000)
5752	ATHLETIC ACTIVITY	458,000	408,000	408,000	0.22%	-
5769	COUNTY AVAILABLE	-	50,000	50,000	0.03%	-
	Total Local & Other Sources	\$ 164,709,453	\$ 168,204,016	\$ 174,575,062	94.53%	\$ 6,371,046
STATE SOURCES-						
5811	AVAILABLE SCHOOL FUND	\$ 4,855,603	\$ 6,603,106	\$ 4,331,195	2.35%	\$ (2,271,911)
5812	STATE FOUNDATION FUND	241,151	1,200,000	143,167	0.08%	(1,056,833)
5829	MISCELLANEOUS STATE	-	-	-	0.00%	-
5831	TRS ON-BEHALF	3,680,120	5,237,020	5,287,020	2.86%	50,000
	Total State Sources	\$ 8,776,874	\$ 13,040,126	\$ 9,761,382	5.29%	\$ (3,278,744)
FEDERAL SOURCES-						
5931	MEDICAID	\$ 450,000	\$ 250,000	\$ 300,000	0.16%	\$ 50,000
5932	RESIDENTIAL REIMBURSEMENT	-	50,000	50,000	0.03%	-
5949	E-RATE	50,000	-	-	0.00%	-
	Total Federal Sources	\$ 500,000	\$ 300,000	\$ 350,000	0.19%	\$ 50,000
TOTAL REVENUE-ALL SOURCES		\$ 173,986,327	\$ 181,544,142	\$ 184,686,444	100.00%	\$ 3,142,302

**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
COMPARISON OF BUDGET BY PAYROLL COSTS
GENERAL FUND**

	2022-2023 ORIGINAL BUDGET	2022-2023 AMENDED BUDGET	2023-2024 PROJECTED BUDGET	DOLLAR DIFFERENCE	PERCENT DIFFERENCE
6112 - SUBSTITUTE TEACHERS	\$ 1,006,032	\$ 974,032	\$ 1,006,032	\$ 32,000	3.2%
6114 - SUMMER SCHOOL	40,000	40,000	40,000	0	0.0%
6116 - ESY PROGRAM AREAS	100,000	100,000	150,000	50,000	33.3%
6117 - SUPPLEMENTAL/COMMUNITY PROG.	265,185	265,185	279,785	14,600	5.2%
6118 - STIPENDS	1,119,012	1,119,012	1,159,012	40,000	3.5%
6119 - PROFESSIONAL SALARIES	58,713,016	58,872,418	60,375,776	1,503,358	2.5%
6121 - OVERTIME PAY	490,467	490,467	204,000	(286,467)	-140.4%
6125 - INCENTIVE COMPENSATION	0	0	0	0	0.0%
6126 - EVENT WORKER	40,000	40,000	40,000	0	0.0%
6129 - CLERICAL & ANCILLARY	12,623,169	12,050,469	13,067,553	1,017,084	7.8%
6134 - DETENTION HALL	33,000	33,000	33,000	0	0.0%
6139 - TRAVEL ALLOWANCE	4,800	4,800	4,800	0	0.0%
6141 - MEDICARE	1,030,904	1,030,904	1,110,162	79,258	7.1%
6142 - GROUP HEALTH	6,189,692	6,137,392	6,189,692	52,300	0.0%
6144 - TRS ON-BEHALF PAYMENTS	3,594,188	4,761,020	5,287,020	526,000	9.9%
6145 - UNEMPLOYMENT COMPENSATION	56,000	56,000	56,000	0	0.0%
6146 - TRS MATCHING	2,575,799	2,566,996	2,939,849	372,853	12.7%
6148 - VACATION LEAVE PAY	50,000	50,000	50,000	0	0.0%
6149 - OTHER BENEFITS	3,719	3,719	3,719	0	0.0%
TOTAL 6100	\$ 87,934,983	\$ 88,595,414	\$ 91,996,400	\$ 3,400,986	3.8%

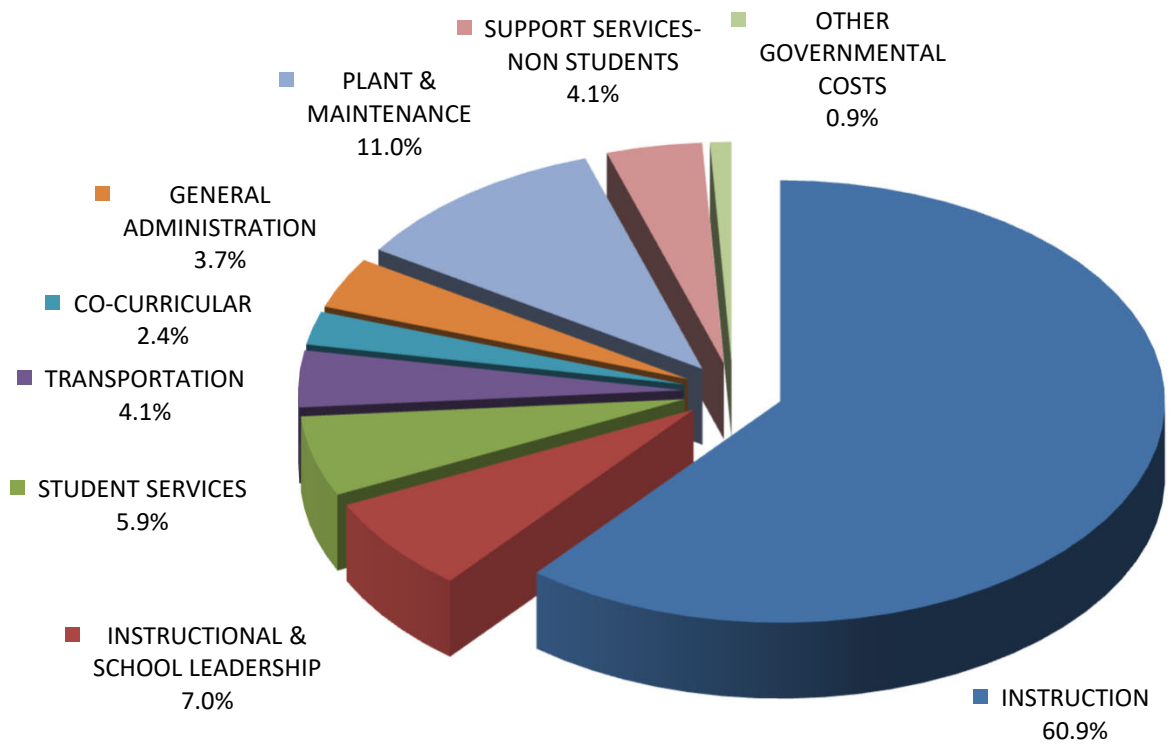
**Lake Travis Independent School District
Summary of Significant Budget Changes by Object Code
General Fund**

		2023-2024 Projected Budget Changes	
Salaries:			
New Salary Increase-Estimated at 3.0%	\$	1,800,000	
New Gen. Ed. Instructional Teaching Positions-Growth (8.00)	\$	520,000	
New Sp. Ed. Instructional Positions (7.00)	\$	455,000	
New Gen. Ed. Instructional Contingency Positions (5.00)	\$	325,000	
New Non-Instructional Positions	\$	272,000	
New Increase in TRS On-Behalf Payments	\$	526,000	
New Increase in Substitutes/Stipends/Other Adjustments	\$	702,986	
Staff Efficiencies in Budget Forecast (Payroll)	\$	(1,200,000)	
Total	\$	3,400,986	3.8%
Contracted Services:			
Increase in Recapture Payments	\$	1,479,129	
Contracted Services-Appraisal District & Tax Office	\$	65,000	
Contracted Services-Communications Department	\$	(20,000)	
Contracted Services-Curriculum & Instruction	\$	(131,433)	
Contracted Services-Maintenance Department	\$	50,000	
Contracted Services-Custodial Contract	\$	150,000	
Total	\$	1,592,696	1.9%
Supplies:			
Campus Classroom Allocations-Growth	\$	(27,000)	
Technology Software	\$	265,000	
Supplies-Curriculum & Instruction	\$	25,000	
Supplies-Maintenance Department	\$	47,000	
Supplies-Transportation	\$	(89,000)	
Supplies-COVID PPE	\$	(348,957)	
Total	\$	(127,957)	-2.3%
Other Operating:			
District Property/Liability Insurance	\$	40,000	
Travel - Curriculum & Instruction	\$	(18,546)	
Travel - Special Education	\$	(50,000)	
Total	\$	(28,546)	-1.2%
Total Changes	\$	4,837,179	2.7%

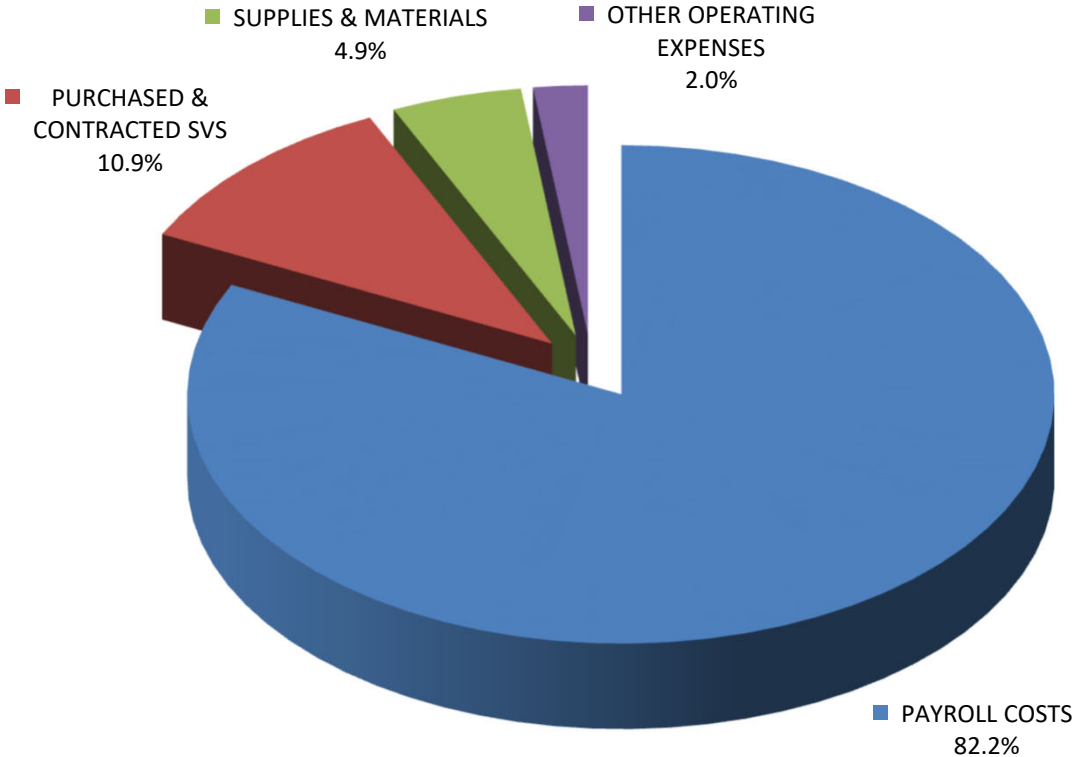
Lake Travis ISD
Five Year Budget Model:2022-2023 thru 2026-2027
Basic Assumptions (BA=\$6,160)
July 19, 2023

	(Budget Model-Yr. 1)	(Budget Model-Yr. 2)	(Budget Model-Yr. 3)	(Budget Model-Yr. 4)	(Budget Model-Yr. 5)
	2022-23	2023-24	2024-25	2025-26	2026-27
Change in Student Enrollment	54	307	255	287	332
Student Enrollment (October PEIMS/Moderate Projection)	11,399	11,706	11,961	12,248	12,580
Percent Change in Student Enrollment	0.48%	2.69%	2.18%	2.40%	2.71%
Weighted ADA (WADA)	13,128.791	13,332.709	13,590.698	13,866.136	14,262.614
Percent Change in Taxable Property Value	22.87%	7.32%	8.00%	8.00%	8.00%
Net Freeze Unadjusted Taxable Property Value	18,942,612,989	20,328,342,056	21,954,609,420	23,710,978,174	25,607,856,428
Tax Collection Rate	98.50%	98.50%	98.50%	98.50%	98.50%
Total Tax Rate	1.2121	1.2019	1.1862	1.1708	1.1557
State Equalization Payments (Recapture)	72,352,953	73,832,082	81,966,306	88,741,015	96,425,491
Local Optional Homestead Exemption (LOHE) Value	2,610,346,710	2,899,247,845	3,102,195,194	3,319,348,858	3,551,703,278
LTISD Local Tax Relief due to 20% LOHE	31,640,012	34,846,060	36,798,239	38,862,936	41,047,035
Revenues	181,544,142	184,686,444	195,575,190	206,278,904	218,449,494
Appropriations	182,509,730	187,346,909	198,996,029	210,510,015	222,869,589
Change in Fund Balance	-965,588	-2,660,465	-3,420,839	-4,231,111	-4,420,096
Beginning Fund Balance	46,144,750	45,179,162	42,518,697	39,097,858	34,866,748
Ending Fund Balance	45,179,162	42,518,697	39,097,858	34,866,748	30,446,652
Minimum Fund Balance (Rating Agencies)	22,031,355	22,702,965	23,405,945	24,353,800	25,288,820
Assumptions-					
Salaries for New Postions-Growth	2,574,500	1,572,000	1,455,000	1,493,667	1,638,667
Salary Increases (2%-2021/22, 4%/7%-2022/23, 3%-2023/24)	4,400,000	1,800,000	1,800,000	1,800,000	1,800,000
Salaries & Benefits - New Campus	0	0	200,000	1,250,000	1,250,000
TRS On-Behalf Payments	50,000	526,000	50,000	50,000	50,000
Payroll Efficiencies in Budget	-700,000	-1,200,000	-700,000	-700,000	-700,000
Substitutes/Stipends/Other Adjustments	1,625,500	702,986	300,000	300,000	300,000
Estimated Change in Salaries	7,950,000	3,400,986	3,105,000	4,193,667	4,338,667
Change in Non-Payroll Operating Costs-Growth	2,048,909	-42,936	324,896	330,611	336,432
Change in Recapture Costs	26,861,462	1,479,129	8,134,224	6,774,709	7,684,476
Change in Start-Up/Incremental Costs of New Campuses	0	0	85,000	215,000	0
Total Assumptions Included in Budget Model	36,860,371	4,837,179	11,649,120	11,513,986	12,359,575
Adjusted Basic Allotment	6,160	6,160	6,160	6,160	6,160
State & Net Local Revenue per Student	9,579	9,470	9,498	9,596	9,700
Net Local Expenditure per Student	9,664	9,697	9,784	9,942	10,051

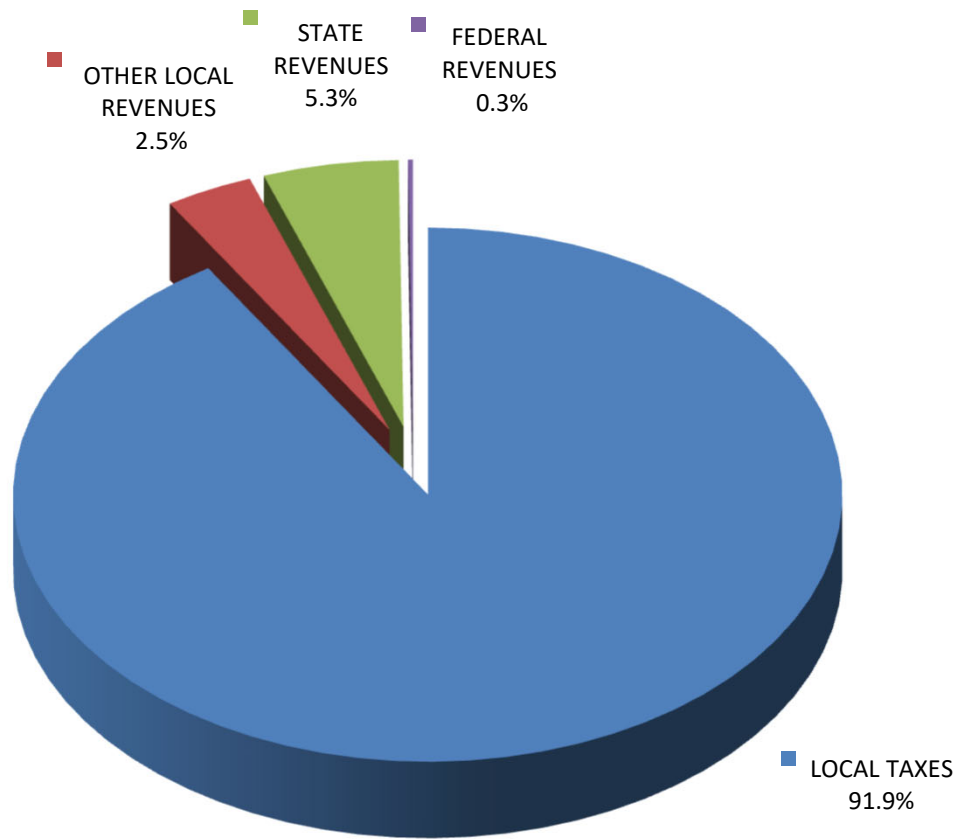
Lake Travis Independent School District General Fund Expenditures-by Function 2023-2024 Budget



**Lake Travis Independent School District
General Fund Expenditures-by Object
2023-2024 Budget**



**Lake Travis Independent School District
General Fund Revenue
2023-2024 Budget**



DEBT SERVICE FUND

The Debt Service Fund is used to account for the payment of principal and interest on outstanding general obligation bonds issued by the District.

**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE FUND
BUDGET COMPARISON**

	2022-2023 ORIGINAL BUDGET	2022-2023 AMENDED BUDGET	2023-2024 PROPOSED BUDGET	CHANGE
REVENUES:				
Local Tax Revenues	\$ 60,300,000	\$ 59,600,000	\$ 63,900,000	\$ 4,300,000
State Program Revenues	0	440,000	400,000	(40,000)
TOTAL REVENUES	\$ 60,300,000	\$ 60,040,000	\$ 64,300,000	\$ 4,260,000
 EXPENDITURES:				
Function 71				
Principal	\$ 43,720,000	\$ 45,900,000	\$ 32,665,000	\$ (13,235,000)
Interest & Fees	12,931,355	12,531,355	30,334,676	17,803,321
Other	128,645	138,645	20,324	(118,321)
TOTAL EXPENDITURES	\$ 56,780,000	\$ 58,570,000	\$ 63,020,000	\$ 4,450,000
 OTHER RESOURCES	\$ 0	\$ 0	\$ 0	\$ 0
OTHER USES	0	0	0	0
TOTAL RESOURCES & USES	\$ 0	\$ 0	\$ 0	\$ 0
 EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ 3,520,000	\$ 1,470,000	\$ 1,280,000	\$ (190,000)
 BEGINNING FUND BALANCE, 9/1	7,552,201	7,552,201	9,022,201	
ENDING FUND BALANCE, 8/31	\$ 11,072,201	\$ 9,022,201	\$ 10,302,201	

FOOD SERVICE FUND

The Food Service Fund is used for programs using federal reimbursement revenues originating from the United States Department of Agriculture (USDA). User fees are charged to supplement reimbursements from the National School Lunch Program.

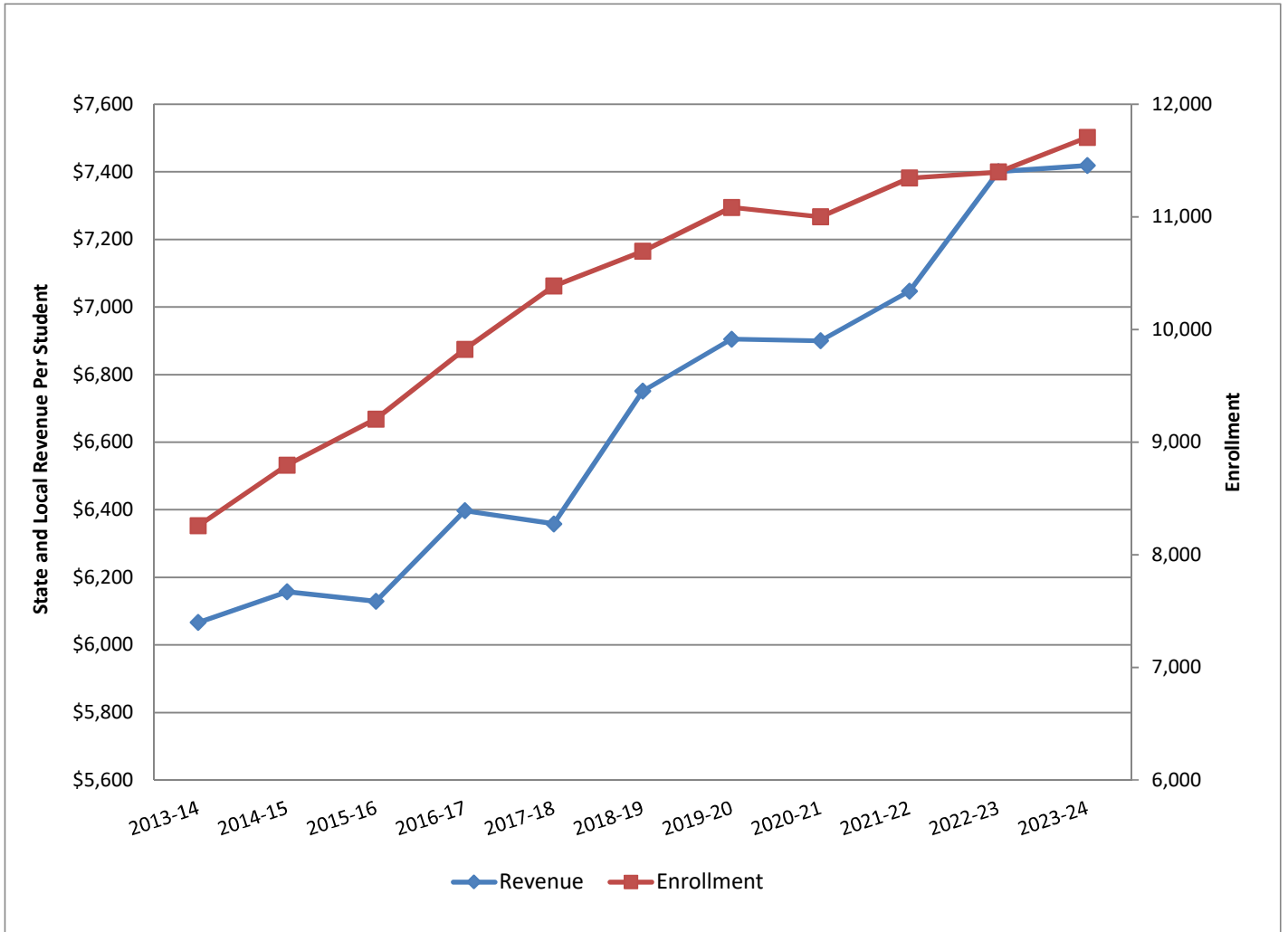
**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
BUDGET COMPARISON**

	2022-2023 ORIGINAL BUDGET	2022-2023 AMENDED BUDGET	2023-2024 PROPOSED BUDGET	CHANGE
REVENUES:				
Local Revenues	\$ 5,311,000	\$ 5,511,000	\$ 5,495,000	\$ (16,000)
State Revenues	22,000	22,000	22,000	0
Federal Revenues	530,000	630,000	725,000	95,000
TOTAL REVENUES	\$ 5,863,000	\$ 6,163,000	\$ 6,242,000	\$ 79,000
 EXPENDITURES:				
Function 35				
Payroll	\$ 2,704,487	\$ 2,220,626	\$ 2,734,241	\$ 513,615
Contracted Services	42,930	42,930	45,000	2,070
Supplies & Materials	2,570,344	3,470,344	3,356,029	(114,315)
Other Operating	14,100	29,100	16,100	(13,000)
Capital Outlay	0	0	0	0
Total 35-Food Service	\$ 5,331,861	\$ 5,763,000	\$ 6,151,370	\$ 388,370
 EXPENDITURES:				
Function 51				
Contracted Services	\$ 531,139	\$ 0	\$ 90,630	\$ 90,630
Supplies & Materials	0	0	0	0
Total 51-Plant and Maintenance Operations	\$ 531,139	\$ 0	\$ 90,630	\$ 90,630
TOTAL EXPENDITURES	\$ 5,863,000	\$ 5,763,000	\$ 6,242,000	\$ 479,000
 OTHER RESOURCES	 \$ 0	 \$ 0	 \$ 0	 \$ 0
OTHER USES	0	0	0	0
TOTAL RESOURCES & USES	\$ 0	\$ 0	\$ 0	\$ 0
 EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ 0	\$ 400,000	\$ 0	\$ (400,000)
 BEGINNING FUND BALANCE, 9/1	 \$ 1,406,886	 \$ 1,406,886	 \$ 1,806,886	 \$ 400,000
ENDING FUND BALANCE, 8/31	\$ 1,406,886	\$ 1,806,886	\$ 1,806,886	\$ 0

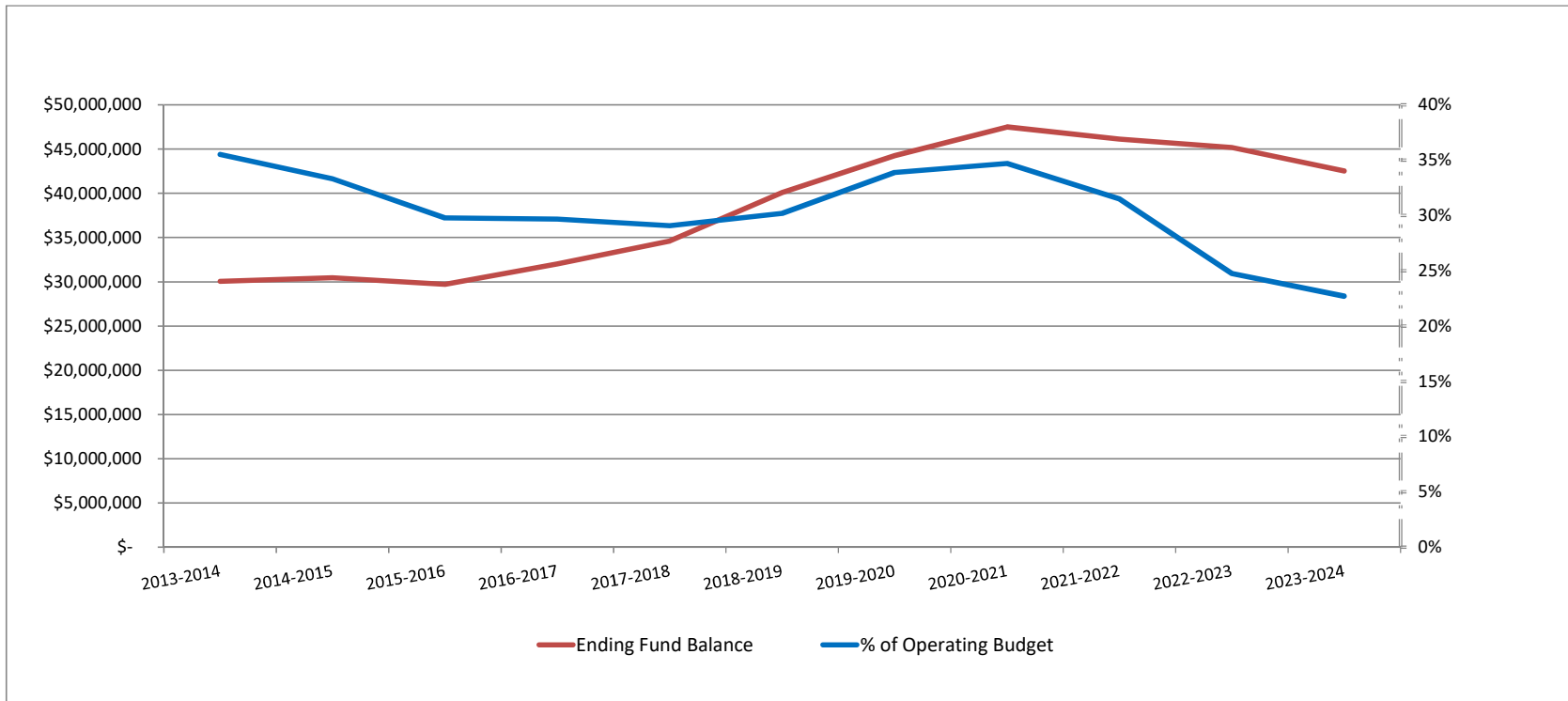
**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
ANALYSIS OF STATE & LOCAL TAX REVENUES
GENERAL FUND**

	2023-24 Projected Budget	2022-23 Amended Budget	2021-22 Final Budget	2020-21 Final Budget	2019-20 Final Budget	2018-19 Final Budget	2017-18 Final Budget	2016-17 Final Budget	2015-16 Final Budget	2014-2015 Final Budget	2013-2014 Final Budget
STATE REVENUES-											
High School Allotment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 829,424	\$ 789,194	\$ 730,263	\$ 711,947	\$ 665,634	\$ 625,923
Staff Allotment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224,438	\$ 105,428	\$ 167,971	\$ 165,660	\$ 171,130	\$ 148,256
Rider 71-TRS Employer Contribution Assist.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 569,113	\$ -
Add'l State for Homestead Exemption (ASAHE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,385	\$ 54,136	\$ -	\$ -
New Instructional Facilities Allotment (NIFA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tier II State Aid (Golden Pennies Equalized)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 392,477	\$ 336,947	\$ -	\$ -	\$ -	\$ -
Add'l State for Tax Reduction (ASATR)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,753,588	\$ 3,766,151	\$ 5,600,097
FOUNDATION SCHOOL FUND	\$ 143,167	\$ 1,200,000	\$ (283,967)	\$ 165,685	\$ -	\$ 1,548,316	\$ 1,231,569	\$ 923,619	\$ 2,685,331	\$ 5,172,028	\$ 6,374,276
AVAILABLE SCHOOL FUND	\$ 4,331,195	\$ 6,603,106	\$ 5,953,712	\$ 5,088,642	\$ 3,233,468	\$ 4,768,467	\$ 1,923,695	\$ 3,425,610	\$ 1,478,072	\$ 2,075,379	\$ 1,934,913
TOTAL STATE REVENUES	\$ 4,474,362	\$ 7,803,106	\$ 5,669,745	\$ 5,254,327	\$ 3,233,468	\$ 6,316,783	\$ 3,155,264	\$ 4,349,229	\$ 4,163,403	\$ 7,247,407	\$ 8,309,189
LOCAL REVENUES-											
Local Taxes up to the Compressed Rate	\$ 152,872,088	\$ 147,085,552	\$ 119,963,192	\$ 120,128,969	\$ 116,527,094	\$ 116,287,720	\$ 105,120,151	\$ 96,615,237	\$ 86,732,475	\$ 76,723,349	\$ 69,456,203
Local Taxes-Unrecaptured ("Golden")	\$ 15,394,974	\$ 14,624,464	\$ 11,666,734	\$ 7,865,275	\$ 7,517,877	\$ 6,977,263	\$ 6,307,209	\$ 3,864,609	\$ 3,469,299	\$ 3,068,934	\$ 2,778,248
State Recapture	\$ (73,832,082)	\$ (72,352,953)	\$ (45,491,491)	\$ (45,815,978)	\$ (40,679,288)	\$ (50,194,833)	\$ (42,936,945)	\$ (36,302,954)	\$ (32,951,742)	\$ (27,970,830)	\$ (25,764,135)
TOTAL NET LOCAL TAXES	\$ 94,434,980	\$ 89,357,063	\$ 86,138,435	\$ 82,178,266	\$ 83,365,683	\$ 73,070,150	\$ 68,490,415	\$ 64,176,892	\$ 57,250,032	\$ 51,821,453	\$ 46,470,316
TOTAL STATE & LOCAL TAXES	\$ 98,909,342	\$ 97,160,169	\$ 91,808,180	\$ 87,432,593	\$ 86,599,151	\$ 79,386,933	\$ 71,645,679	\$ 68,526,121	\$ 61,413,435	\$ 59,068,860	\$ 54,779,505
Weighted Average Daily Attendance	13,332.709	13,128.791	13,027.747	12,671.947	12,541.329	11,759.914	11,269.250	10,712.818	10,019.802	9,594.215	9,030.077
Student Enrollment (PEIMS Snapshot)	11,706	11,399	11,345	11,001	11,084	10,695	10,387	9,825	9,205	8,796	8,257
State & Local per Weighted Student	\$ 7,419	\$ 7,401	\$ 7,047	\$ 6,900	\$ 6,905	\$ 6,751	\$ 6,358	\$ 6,397	\$ 6,129	\$ 6,157	\$ 6,066

Lake Travis Independent School District Revenue vs. Enrollment



Lake Travis Independent School District Analysis of Fund Balance

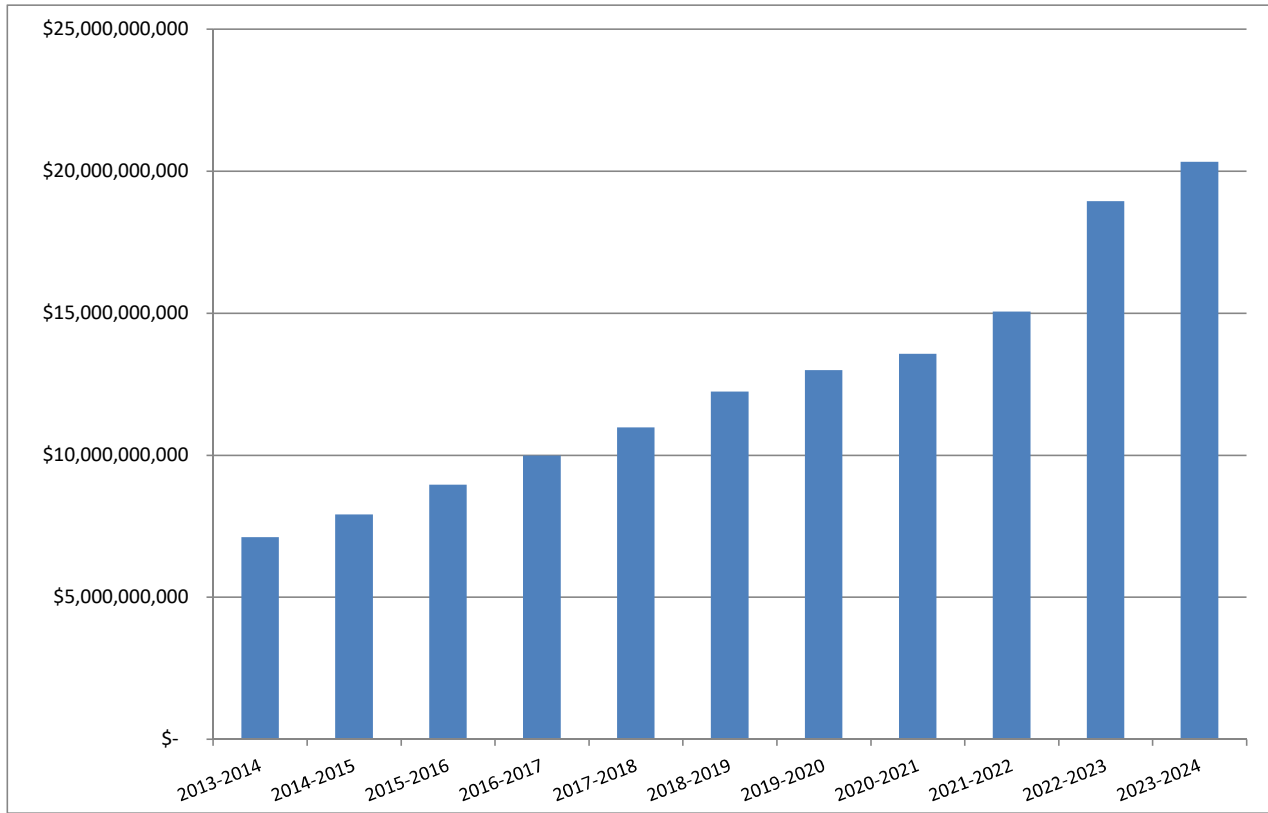


<u>Year</u>	<u>Change in Fund Balance</u>	<u>Ending Fund Balance</u>	<u>% of Operating Budget</u>	<u>% W/O Recapture</u>
2013-2014	\$ 595,703	\$ 30,062,683	35.5%	51.0%
2014-2015	\$ 392,447	\$ 30,455,130	33.3%	48.0%
2015-2016	\$ (750,378)	\$ 29,704,752	29.8%	44.5%
2016-2017	\$ 2,312,082	\$ 32,016,834	29.7%	45.1%
2017-2018	\$ 2,594,270	\$ 34,611,104	29.1%	45.8%
2018-2019	\$ 5,454,949	\$ 40,066,053	30.2%	48.7%
2019-2020	\$ 4,198,419	\$ 44,264,472	33.9%	49.3%
2020-2021	\$ 3,237,366	\$ 47,501,838	34.7%	52.2%
2021-2022	\$ (1,357,088)	\$ 46,144,750	31.5%	45.7%
2022-2023	\$ (965,588)	\$ 45,179,162	24.8%	41.0%
2023-2024	\$ (2,660,465)	\$ 42,518,697	22.7%	37.5%

**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
ANALYSIS OF EXCESS REVENUE
GENERAL FUND**

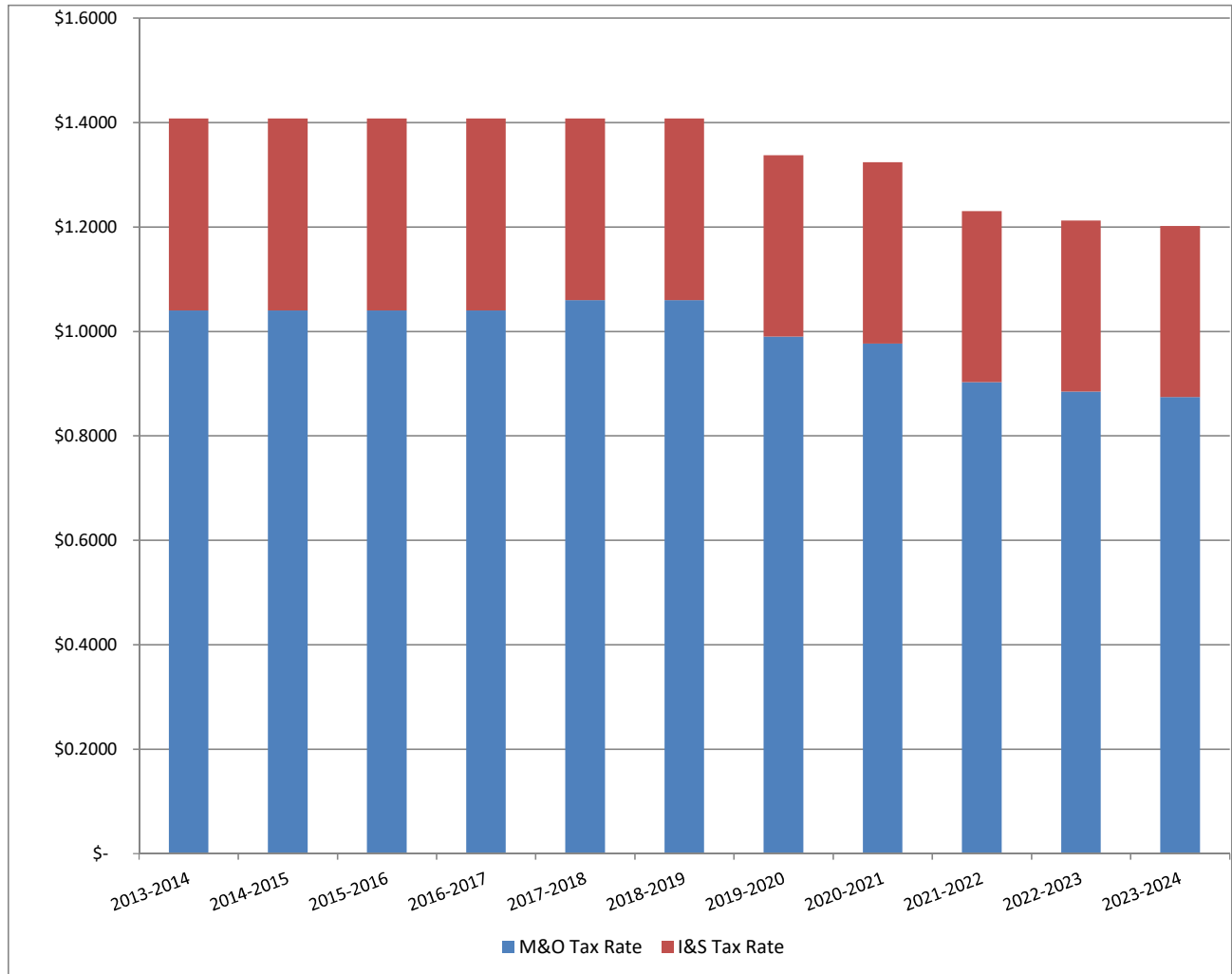
	2022-2023 ORIGINAL BUDGET	2022-2023 AMENDED BUDGET	2023-2024 PROJECTED BUDGET
Data Elements			
1 Compressed M&O Collections	\$ 147,736,287	\$ 147,085,552	\$ 153,053,790
2 Tier II Level One M&O Collections	14,689,166	14,624,464	15,413,272
3 Tier II Level Two M&O Collections	-	-	-
4 Total M&O Collections (Line 1 + Line 2 +Line 3)	\$ 162,425,453	\$ 161,710,016	\$ 168,467,062
Local Revenue in Excess of Entitlements (Tier I)			
5 Total Tier I Entitlement	\$ 83,200,544	\$ 80,908,255	\$ 83,129,691
6 ASF Allotment	4,855,603	6,587,128	4,331,195
7 Total Tier I Entitlement - ASF	78,344,941	74,321,127	78,798,496
8 Local Fund Assignment (LFA)	\$ 160,712,017	\$ 160,712,017	\$ 174,387,703
9 Excess Local Revenue (Tier I) = Line 8 - (Line 5 - Line 6)	\$ 82,367,076	\$ 86,390,889	\$ 95,589,207
Excess Local Revenue After Adjustments for Collections			
Does the district retain local collections after recapture to fund its entitlements			
10 (Line 1 - Line 9 - (Line 5 - Line 6)); if greater than zero, than zero	\$ (12,975,730)	\$ (13,626,464)	\$ (21,333,913)
11 Excess Local Revenue After Adjustment for Collections = Max ((Line 9 + Line 10),0)	\$ 69,391,346	\$ 72,764,425	\$ 74,255,294
Local Revenue in Excess of Entitlement (Tier II)			
12 Total Tier II Level Two Entitlement	\$ -	\$ -	\$ -
13 Local Share of Tier II Level Two Entitlement	\$ -	\$ -	\$ -
14 Excess Local Revenue (Tier II) = Line 13 - Line 12	\$ -	\$ -	\$ -
Total Excess Local Revenue and Final Recapture Cost			
15 Total Excess Local Revenue = Line 11 + Line 14	\$ 69,391,346	\$ 72,764,425	\$ 74,255,294
16 Total CAD Cost	\$ 815,118	\$ 914,443	\$ 960,165
17 Percentage of Total Collections Recaptured = Line 15 / Line 4	42.72%	45.00%	44.08%
18 CAD Cost Credit (Line 16 x Line 17)	\$ 348,234	\$ 411,471	\$ 423,212
19 Final Discounted Cost = Line 15 - Line 18	\$ 69,043,111	\$ 72,352,954	\$ 73,832,082

Lake Travis Independent School District Net Taxable Value History



<u>Year</u>	<u>Assessed/Appraised Value for School Tax Purposes</u>	<u>Percent Change</u>	<u>Total Tax Levy</u>
2013-2014	\$ 7,115,224,770	7.66%	\$ 97,690,930
2014-2015	\$ 7,911,588,785	11.19%	\$ 107,832,717
2015-2016	\$ 8,957,914,229	13.23%	\$ 123,178,602
2016-2017	\$ 9,984,903,074	11.46%	\$ 135,772,415
2017-2018	\$ 10,969,867,472	9.86%	\$ 149,550,950
2018-2019	\$ 12,241,356,541	11.59%	\$ 166,767,239
2019-2020	\$ 12,986,311,297	6.09%	\$ 168,439,332
2020-2021	\$ 13,566,522,711	4.47%	\$ 174,521,074
2021-2022	\$ 15,053,609,641	10.96%	\$ 179,981,595
2022-2023	\$ 18,942,612,989	25.83%	\$ 223,016,053
2023-2024	\$ 20,328,342,056	7.32%	\$ 234,812,422

Lake Travis Independent School District Tax Rate History



<u>Year</u>	<u>Maintenance & Operations</u>		<u>Interest & Sinking</u>		<u>Total</u>
2013-2014	\$	1.0400	\$	0.3675	\$ 1.4075
2014-2015	\$	1.0400	\$	0.3675	\$ 1.4075
2015-2016	\$	1.0400	\$	0.3675	\$ 1.4075
2016-2017	\$	1.0400	\$	0.3675	\$ 1.4075
2017-2018	\$	1.0600	\$	0.3475	\$ 1.4075
2018-2019	\$	1.0600	\$	0.3475	\$ 1.4075
2019-2020	\$	0.9900	\$	0.3475	\$ 1.3375
2020-2021	\$	0.9764	\$	0.3475	\$ 1.3239
2021-2022	\$	0.9026	\$	0.3275	\$ 1.2301
2022-2023	\$	0.8846	\$	0.3275	\$ 1.2121
2023-2024	\$	0.8744	\$	0.3275	\$ 1.2019

Lake Travis Independent School District Student Enrollment History and Projections

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Projected 2023-2024
Lake Travis Elementary	981	881	879	920	895	871	880	782	768	763	784
Lakeway Elementary	660	698	714	714	679	695	672	562	566	564	579
Bee Cave Elementary	930	616	634	684	750	803	815	768	825	863	886
Lake Pointe Elementary	596	671	713	752	739	706	729	724	783	748	768
Serene Hills Elementary	718	755	760	810	880	898	924	612	565	627	644
West Cypress Hills Elementary	0	524	603	674	797	874	937	558	609	599	615
Rough Hollow Elementary	0	0	0	0	0	0	0	726	897	926	951
ELEMENTARY TOTAL	3,885	4,145	4,303	4,554	4,740	4,847	4,957	4,732	5,013	5,090	5,227
Change from Prior Year	271	260	158	251	186	107	110	(225)	281	77	137
% Change from Prior Year	7.5%	6.7%	3.8%	5.8%	4.1%	2.3%	2.3%	-4.5%	5.9%	1.5%	2.7%
Lake Travis Middle School	1043	1066	1109	1263	1420	1544	816	879	856	878	902
Hudson Bend Middle School	928	1029	1096	1180	1170	1135	1039	982	978	900	924
Bee Cave Middle School	0	0	0	0	0	0	871	849	832	830	852
MIDDLE SCHOOL TOTAL	1,971	2,095	2,205	2,443	2,590	2,679	2,726	2,710	2,666	2,608	2,678
Change from Prior Year	111	124	110	238	147	89	47	(16)	(44)	(58)	70
% Change from Prior Year	6.0%	6.3%	5.3%	10.8%	6.0%	3.4%	1.8%	-0.6%	-1.6%	-2.2%	2.7%
Lake Travis High School	2,402	2,556	2,697	2,828	3,080	3,212	3,401	3,559	3,666	3,701	3,801
HIGH SCHOOL TOTAL	2,402	2,556	2,697	2,828	3,080	3,212	3,401	3,559	3,666	3,701	3,801
Change from Prior Year	97	154	141	131	252	132	189	158	107	35	100
% Change from Prior Year	4.2%	6.4%	5.5%	4.9%	8.9%	4.3%	5.9%	4.6%	3.0%	1.0%	2.7%
TOTAL ENROLLMENT	8,258	8,796	9,205	9,825	10,410	10,738	11,084	11,001	11,345	11,399	11,706
Change from Prior Year	479	538	409	620	585	328	346	(83)	344	54	307
% Change from Prior Year	6.2%	6.5%	4.6%	6.7%	6.0%	3.2%	3.2%	-0.7%	3.1%	0.5%	2.7%



AGENDA ITEM ACTION SHEET

AGENDA ITEM

House Bill 5 (HB 5), 83rd Legislative Session Requirement Concerning “Set-Aside” State Compensatory Funding

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the August 16, 2023 Board meeting.

RATIONALE

Under Section 29.081 of the Texas Education Code (TEC), compensatory education is defined in law as programs and/or services designed to supplement the regular education program for students identified as at risk of dropping out of school. The purpose is to increase academic achievement and reduce the dropout rate of these students.

HB 5, 83rd Legislative Session, added new TEC, Section 28.0217 to require each school district to provide accelerated instruction in the applicable subject area each time a student fails to perform satisfactorily on an end-of-course (EOC) assessment instrument.

HB 5 also requires districts “to separately budget and prioritize state compensatory education funding and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on an EOC assessment instrument. State compensatory education funds cannot be used for any other purpose until your district or charter school has sufficiently funded additional accelerated instruction.”

In order to meet the requirements of HB 5, administration is requesting specific Board approval of \$327,405, which has been included in the existing budget requests, however, needs to be segregated and identified by Board action. These funds will be used to support the following student accelerated instructional practices and interventions: Summer School, accelerated learning, end of course (EOC) review sessions and educational resources to support accelerated instruction.

BUDGET PROVISIONS

2023-2024 General Operating Budget – \$327,405

RESOURCE PERSONNEL

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

ATTACHMENTS

None

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration and Action on a Resolution Providing for the Defeasance and Calling for Redemption Certain Currently Outstanding District Obligations and Other Matters in Connection Therewith

RECOMMENDED ACTION

Approve the Redemption Resolution No. 071923-01 for 2023-2024.

RATIONALE

For the 2023 Tax Year, Lake Travis Independent School District has a projected taxable property value increase of 7%. This increase in value will allow the district to redeem an additional \$7,500,000 in outstanding obligations from its Unlimited Tax School Building Bonds, Series 2017. 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 \$129.8 million and refinanced \$256.6 million since 2013, saving the taxpayers approximately \$121.3 million of interest over the life of the outstanding bonds.

BUDGET PROVISIONS

2023-2024 Debt Service Budget

RESOURCE PERSONNEL

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

ATTACHMENTS

1. Lake Travis ISD-2023 Defeasance Redemption Resolution No. 071923-01
2. Lake Travis ISD-2023 Escrow and Trust Agreement

MEETING DATE

July 19, 2023

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 November 14, 2017 (the *2017 Bond Order*) authorizing the issuance of obligations designated as “Lake Travis Independent School District Unlimited Tax Refunding Bonds, Series 2017,” dated December 1, 2017, in the original principal amount of \$82,905,000 (the *Outstanding Obligations*); and

WHEREAS, the Outstanding Obligations are currently outstanding in the principal amount of \$79,700,000 and mature on February 15 in the years 2024 through 2029, inclusive, and 2031 through 2040, inclusive, and are subject to redemption, at the District’s option, on February 15, 2027 or any date thereafter; and

WHEREAS, the 2017 Bond Order provides the notice requirements to effectuate the 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, 2024, to defease \$10,000,000 (or such lesser amount as available proceeds will permit, given maintenance of the interest and sinking tax rate at the same amount as levied for the current fiscal year) in principal amount of the Outstanding Obligations to their February 15, 2027 redemption date (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, 2024 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, 2027. This election to redeem is irrevocable upon adoption of this Resolution by the Board. The form of Notice of Redemption for the Defeased Obligations is attached as Exhibit A hereto and incorporated by reference for all purposes.

SECTION 3. The Escrow and Trust Agreement, dated as of July 19, 2023 (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 REFUNDING BONDS, SERIES 2017 (2023 DEFEASANCE) ESCROW FUND" (the *2017 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 2017 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 2017 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 19th day of July, 2023.

LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

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EXHIBIT A

NOTICE OF REDEMPTION

(See Tab No. 5)

EXHIBIT B

ESCROW AND TRUST AGREEMENT

(See Tab No. 2)

ESCROW AND TRUST AGREEMENT

THIS ESCROW AND TRUST AGREEMENT, dated as of July 19, 2023 (together with any amendments or supplements hereto, this *Agreement*), is entered into between the Lake Travis Independent School District (the *Issuer*), a duly organized and existing body corporate and political subdivision of the State of Texas, and UMB Bank, N.A., Austin, Texas, as escrow agent (together with any successor in such capacity, the *Escrow Agent*), a national banking association with trust powers duly organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas.

W I T N E S S E T H:

WHEREAS, the Issuer has heretofore issued and there currently remain outstanding the obligations, plus accrued interest thereon (the *Defeased Bonds*) set forth on Schedule I hereto; and

WHEREAS, the Defeased Bonds were issued pursuant to an Order which provides that the Defeased Bonds are stated to mature in such years, are redeemable prior to stated maturities, bear interest at such rates, and have debt service at the times and in the amounts set forth on Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, when firm banking arrangements have been made for the payment of the principal, premium, if any, and interest to the stated maturity or redemption date of the Defeased Bonds, the Defeased Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, as amended, Texas Government Code (the *Act*) authorizes the Issuer to deposit any lawfully available funds or resources, directly with any place of payment (the paying agent) for the Defeased Bonds or a designated escrow agent for the Defeased Bonds that is not the depository bank of the Issuer, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Bonds; and

WHEREAS, the Act further authorizes the Issuer to enter into an escrow agreement with any paying agent or trustee or designated escrow agent that is not the depository bank of the Issuer for the Defeased Bonds with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trustee or escrow agent may agree, provided that such deposits may be invested only in Eligible Investments which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of the Defeased Bonds; and

WHEREAS, UMB Bank, N.A., Austin, Texas, currently serves as the paying agent for the “Lake Travis Independent School District Unlimited Tax Refunding Bonds, Series 2017” (the *Refunded Obligations*), as disclosed on Schedule I hereto (the *Paying Agent*); and

WHEREAS, UMB Bank, N.A., Austin, Texas, who is not a depository bank of the District, is hereby designated as the Escrow Agent by the District; and

WHEREAS, the Escrow Agent is designated as the escrow agent for the Defeased Bonds and this Agreement constitutes an escrow agreement as authorized and permitted by the Act; and

WHEREAS, concurrently herewith the Issuer has adopted a Resolution (the *Resolution*) authorizing the transfer and deposit at the time or times specified therein of certain available funds identified in such Resolution in an amount sufficient to refund, discharge, and make final payment of the principal of and premium, if any, on the Defeased Bonds at their respective stated maturity or redemption dates, as applicable, and interest thereon to such dates; and

WHEREAS, the Defeased Bonds will be paid on the redemption date specified for payment on Exhibit A; and

WHEREAS, the Issuer desires that, certain lawfully available funds of the District shall be applied to purchase the Escrowed Securities for deposit to the credit of the Escrow Fund (hereinafter defined) created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in this Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide money which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Bonds as it accrues or accretes and becomes payable and the principal of and premium, if any, on the Defeased Bonds to their stated maturity or redemption date; and

WHEREAS, a description of the Escrowed Securities and beginning cash balance, if any, is attached hereto as Exhibit B, which Exhibit B is hereby incorporated by reference and made a part of this Agreement for all purposes; and

WHEREAS, the Issuer has completed all arrangements for the purchase of the Escrowed Securities and the deposit and credit of the same to the Escrow Fund as provided herein; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish an irrevocable Escrow Fund at the corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a national banking association with trust powers duly organized and existing under the laws of the United States of America and qualified to transact business in the State of Texas, and is fully qualified and empowered to enter into the Agreement; and

WHEREAS, the governing body of the Issuer has duly approved and authorized the execution of this Agreement; and

WHEREAS, the Issuer shall take all action necessary to call, pay, redeem, and retire the Defeased Bonds in accordance with the provisions thereof, including, without limitation, all actions required by the Order authorizing the issuance of the Defeased Bonds, the Act, the Resolution, and this Agreement; and

WHEREAS, the Escrow Agent is a party to this Agreement to acknowledge its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises, and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of the principal of, premium, if any, and the interest on the Defeased Bonds, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

Defeased Bonds means the Issuer's obligations more fully described in Schedule I to this Agreement.

Eligible Investments means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America, or (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

Escrow Agent means UMB Bank, N.A., Austin, Texas, or its successors as Escrow Agent under this Agreement.

Escrow Fund means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

Escrowed Securities means the Eligible Investments for the Defeased Bonds described in Exhibit B attached to this Agreement or any substituted securities permitted by the provisions of Section 4.03 hereof. Investments in mutual funds and/or unit investment trusts are prohibited.

Issuer means the Lake Travis Independent School District.

Paying Agent means, UMB Bank, N.A., Austin, Texas, or its successors or assigns, as applicable, as the paying agent/registrars for the Defeased Bonds.

Section 1.02 Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth

herein and to achieve the intended purpose of providing for the refunding of the Defeased Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01 Deposits in the Escrow Fund. The Issuer has as of August 31, 2024 deposited, or caused to be deposited, in the Escrow Fund the money and Escrowed Securities described in Exhibit B attached to this Agreement.

Section 2.02 Receipt. The Escrow Agent acknowledges receipt of a copy of the Order authorizing the issuance of the Defeased Bonds, the Notice of Redemption, the Verification Report prepared by _____ relating to the Bonds, if any, and the Resolution. Reference herein to or citation herein of any provision of such instruments shall be deemed to be an incorporation of such provision as a part hereof.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01 Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the “Lake Travis Independent School District Unlimited Tax Refunding Bonds, Series 2017 (2017 Defeasance) Escrow Fund” (the *Escrow Fund*) for the benefit of the holders of the Defeased Bonds. The Escrowed Securities and cash, if any, are being utilized by the Issuer to defease the Defeased Bonds as specified in Exhibit B. The Escrow Agent hereby acknowledges that there has been deposited to the credit of the Escrow Fund the beginning cash balance, if any, and the Escrowed Securities described in Exhibit B. The Escrowed Securities and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions of this Agreement. All of the Escrowed Securities in the Escrow Fund, all proceeds therefrom, and all cash balances and reinvestment of such cash balances in accordance with Sections 4.02 and 4.03 from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, premium, if any, and interest on the Defeased Bonds which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02. When the final transfers have been made for the payment of such principal of, premium, if any, and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties pertaining to the Escrow Fund.

Section 3.02 Payment of Principal, Premium, if any, and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund to the Paying Agent the amounts required to pay the principal and premium, if any, of the Defeased Bonds at their redemption date and interest thereon to such date in the amounts and at the times shown in Exhibit A.

Section 3.03 Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities, together with the beginning cash balance, if any, in the Escrow Fund will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Bonds as such interest comes due, the principal and redemption premium (as applicable) of the Defeased Bonds as the principal and redemption premium, if any, come due on the Defeased Bonds, all as more fully set forth in Exhibit A attached hereto.

Section 3.04 Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated on its books from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the holders of the Defeased Bonds; and the books and records of the Escrow Agent shall reflect the foregoing. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they were entitled as holders of the Defeased Bonds. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts, or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05 Non-Presentation. If any Defeased Bonds shall not be presented to the Paying Agent for payment when the principal thereof, premium, if any, or interest thereon shall have become due, and if cash shall at such times be held by the Paying Agent in trust for that purpose sufficient and available to pay the principal and premium, if any, of such Defeased Bonds and interest thereon, it shall be the duty of the Paying Agent to hold such cash without liability to the holder of such Defeased Bonds for interest thereon after such stated maturity or redemption date, if any, in trust for the benefit of the holder of such Defeased Bonds, who shall thereafter be restricted exclusively to such cash for any claim of whatever nature on his part on or with respect to such Defeased Bonds, including for any claim for the payment thereof and interest thereon. All cash required by the provisions hereof to be set aside or held in trust for the payment of the Defeased Bonds, including interest thereon, shall be applied to and used solely for the payment of the Defeased Bonds and interest thereon with respect to which such cash has been so set aside in trust.

Subject to the provisions of the last sentence of Section 3.01, cash held by the Paying Agent in trust for the payment and discharge of any of the Defeased Bonds and interest thereon which remains unclaimed for a period of three (3) years after the stated redemption date of such Defeased Bonds shall be returned to the Issuer. Notwithstanding the above and foregoing, any remittance of

funds from the Paying Agent, as appropriate, to the Issuer shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 3.06 Destruction. Any Defeased Bonds canceled on account of payment by the Paying Agent shall be cremated or otherwise destroyed or handled by the Paying Agent in accordance with the Order authorizing the issuance of the Defeased Bonds.

Section 3.07 Irrevocable Escrow. The escrow created by this Agreement shall be irrevocable, and the holders of the Defeased Bonds shall have an express lien on all money and Escrowed Securities in the Escrow Fund until paid out, used, and applied in accordance with this Agreement.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01 Duty to Invest. Except for the initial investment of the lawfully available funds of the Issuer in the Escrowed Securities, and except as provided in Sections 4.02, 4.03, and 4.04, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, make substitutions of the Escrowed Securities, or sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.02 Reinvestment of Certain Cash Balances in Escrow Funds by Escrow Agent. Except as provided in Section 4.03 hereof, the Escrow Agent shall have no authority to substitute Escrowed Securities for the Escrowed Securities identified in Exhibit B hereto, provided that if there exists cash in the Escrow Fund on the respective dates identified in Exhibit C, if any, then the Escrow Agent and the District agree to make timely subscriptions for and apply such amounts to the purchase of United States Treasury Securities--State and Local Government Securities having a zero percent (0%) interest rate (Zero Interest SLGS), on the respective dates, in the respective amounts, and scheduled to mature as provided on Exhibit C, if any, by executing and filing subscription forms prepared therefor in such form as may be then required by the United States Department of the Treasury; provided that the then existing rules and regulations and policy of the United States Department of the Treasury permit and authorize such investments. Should the policies, rules, and regulations of the United States Department of the Treasury not permit or authorize the purchase of Zero Interest SLGS at such time or times, such cash balance or balances shall remain uninvested and held in trust for the benefit of the holders of the Defeased Bonds and used for the payment of the Defeased Bonds on the dates and in the amount such money would have been expended had such Zero Interest SLGS been acquired and matured.

Section 4.03 Substitutions and Reinvestments. The Escrow Agent shall be authorized to accept initially and temporarily cash and/or substituted securities pending the delivery of the Escrowed Securities identified in Exhibit B, or shall be authorized to sell, exchange, or redeem the Escrowed Securities and reinvest the proceeds thereof, together with other money held in the Escrow Fund, provided that the Escrow Agent receives the following:

(1) an opinion by an independent certified public accountant to the effect that (i) the initial and/or temporary substitution of cash and/or securities (which shall be Eligible Investments) for one or more of the Escrowed Securities identified in Exhibit B pending the receipt and delivery thereof to the Escrow Agent or (ii) the sale, exchange, or redemption of one or more of the Escrowed Securities and the reinvestment of such funds in one or more substituted securities (which shall be Eligible Investments and permitted by the laws of the State of Texas and the Order authorizing the Defeased Bonds to be held in the Escrow Fund), together with the interest thereon and other available investments and money then held in the Escrow Fund, will, in either case, be sufficient, without reinvestment, to pay, as the same become due in accordance with Exhibit A, the principal of, premium, if any, and interest on, the Defeased Bonds which have not previously been paid, and

(2) with respect to an early sale, exchange, or redemption of Escrowed Securities and the reinvestment of the proceeds thereof, an opinion of nationally recognized municipal bond counsel to the effect that (a) such investment will not cause interest on the Bonds or Defeased Bonds to be included in the gross income of the owners thereof for federal income tax purposes, under the Internal Revenue Code of 1986, as amended, and applicable related regulations, and (b) such reinvestment complies with the laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Bonds.

Section 4.04 Excess Balances. Except with respect to final transfers of amounts held in the Escrow Fund (which shall be controlled by Section 3.01), the Escrow Agent shall transfer excess amounts held in the Escrow Fund to or on the Order of the Issuer provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after the transfer of the excess amounts, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available money then held in the Escrow Fund, will be sufficient, without reinvestment, to pay, as the same become due, in accordance with Exhibit A, the principal of, premium, if any, and interest on the Defeased Bonds which have not previously been paid, and

(2) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such transfer will not make the interest on the Defeased Bonds relating to such Escrow Fund subject to federal income taxation, and (b) such transfer complies with the laws of the State of Texas and with all relevant documents relating to the issuance of such Defeased Bonds and the Bonds.

Section 4.05 Allocation of Certain Escrowed Securities. The maturing principal of and interest on the Escrowed Securities in the Escrow Fund may be applied to the payment of any Defeased Bonds relating to the Escrow Fund, and no allocation or segregation of the receipts of principal or interest from such Escrowed Securities is required.

Section 4.06 Security for Funds. The Escrow Agent shall continuously collateralize the money in the Escrow Fund not invested in Escrowed Securities with securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for public funds to the extent such money is not insured by the Federal Deposit Insurance Corporation.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01 In General. Except as provided in Sections 3.01, 3.02, 4.02, 4.03, and 4.04, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01 Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer, and the holders of the Defeased Bonds.

Section 6.02 Reports. As soon as practicable following each August 31, beginning August 31, 2024, while any amount is held in the Escrow Fund, the Escrow Agent shall prepare and send to the Issuer a written report summarizing all transactions occurring since the preceding September 1 (or since the date of establishment of the Escrow Fund with respect to the initial report) relating to the Escrow Fund, including without limitation credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of each such annual period.

ARTICLE VII

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and to undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 7.02 Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of, premium, if any, and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Order authorizing the Defeased Bonds, other than in its role as Paying Agent/Registrar for the Defeased Bonds, and is not responsible for nor bound by any of the other provisions thereof. In its capacity as Escrow Agent, the Escrow Agent undertakes to perform such duties and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder, except for its own action or omission constituting negligence or willful misconduct or for any loss resulting from its negligence or bad faith.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect, or default, nor for any loss unless the same shall have been through its negligence or bad faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03 Compensation.

(a) The Issuer has agreed to pay the Escrow Agent as set forth in Exhibit D for the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder and the Escrow Agent agrees to perform such request, the Issuer

hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, including counsel fees, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses. Notwithstanding the foregoing, and notwithstanding anything else herein to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Sections 2271.002(a)(2) and 2274.002(a)(2) of the Texas Government Code, as amended.

(b) The Paying Agent is a place of payment (paying agent) for the Defeased Bonds listed on Schedule I. The Issuer shall pay to the Paying Agent the amounts due and owing for all future paying agency services of the Paying Agent with respect to such Defeased Bonds as provided in the paying agent/registrar agreement relating thereto. The District warrants that it has received from the Paying Agent approval of the arrangements herein made and written acknowledgment that the sum paid to the Paying Agent has been accepted in payment of all future paying agency services of the Paying Agent in connection with the Defeased Bonds listed on Schedule I.

Section 7.04 Successor Escrow Agents. The Escrow Agent may resign at any time upon 30 days written notice to the Issuer; provided, however, that no such resignation shall take effect until a successor Escrow Agent shall have been appointed. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, or if the Escrow Agent shall resign, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate resolution or Resolution, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the holders of a majority in principal amount of the Defeased Bonds then outstanding for purposes of this Agreement by an instrument or instruments in writing filed with the Issuer, signed by such holders or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section within three months after a vacancy shall have occurred, the resigning Escrow Agent or the holder of any Defeased Bonds or the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or one of the states, authorized under such laws to exercise corporate trust powers, having its principal office and place of business in the State of Texas or in the City of New York, New York having a

combined capital and surplus of at least \$50,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers, and duties.

Section 7.05 Notices of Redemption and/or Notices of Defeasance. The Paying Agent shall publish or mail the Notices of Redemption for the Defeased Bonds listed on Schedule I attached hereto and as required by the orders authorizing such Defeased Bonds. The Escrow Agent also hereby acknowledges receipt of the Notices of Redemption which shall be published and/or mailed to the holders of the Defeased Bonds in the time, form, and manner as provided in the orders authorizing the issuance of such Defeased Bonds, but assumes no responsibilities of any kind with respect to such notices. The District has advised the Escrow Agent that the Defeased Bonds will be escrowed to the date of Stated Maturity specified in Schedule I hereto. The Paying Agent hereby acknowledges the receipt of the Notices of Redemption and its ongoing duties and responsibilities with respect to the Defeased Bonds and that the Notices of Redemption will be provided to the holders of the Defeased Bonds in the form and manner that is customary in the securities industry.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 370
Austin, TX 78730
Attention: Corporate Trust

To the Issuer:

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738
Attention: Superintendent of Schools

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

Section 8.02 Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the holders of the Defeased Bonds, or to any other person or persons in connection with this Agreement.

Section 8.03 Binding Agreement. This Agreement shall be binding upon the Issuer, the Escrow Agent, and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the Issuer, the Escrow Agent, and their respective successors and legal representatives.

Section 8.04 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05 Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

Section 8.06 Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07 Amendments and Modifications. This Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent, and their respective successors and legal representatives. Furthermore, no alteration, amendment, or modification of any provision of this Agreement shall be effective unless (i) prior written consent of such alteration, amendment, or modification shall have been obtained by the District from the holders of all Defeased Bonds outstanding at the time of such alteration, amendment, or modification and (ii) such alteration, amendment, or modification is in writing and signed by the parties hereto; provided, however, the District and the Escrow Agent may, without the consent of the holders of the Defeased Bonds (upon the District's representation to the Escrow Agent that the District has obtained the written confirmation of all rating agencies then rating the Defeased Bonds that the proposed amendment will not result in the ratings on the Defeased Bonds being lowered or withdrawn as a result of the amendment, or that the written confirmation from the rating agencies shall not be required because the proposed amendment is limited to (i) the insertion of inadvertently omitted material or the correction of mistakes or clarification of ambiguities, (ii) the pledging of additional security to the holders of the Defeased Bonds, or (iii) the deposit of additional cash or Escrowed Securities into the Escrow Fund), amend or modify the terms and provisions of this Agreement to cure in a manner determined by the District to be not adverse to the holders of the

Defeased Bonds any ambiguity, formal defect, or omission in this Agreement; provided, however, that no such amendment shall adversely affect the firm banking arrangements made for the payment of the principal of, premium, if any, and interest on the Defeased Bonds.

Section 8.08 Holiday. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date provided therefor herein and, in the case of any payment, no interest shall accrue for the period after such date.

Section 8.09 Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement, in any and every Defeased Bonds as executed, authenticated, and delivered, and in all proceedings pertaining thereto as the Defeased Bonds shall have been modified as provided in this Agreement. The Issuer covenants that it is duly authorized under the laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of the Defeased Bonds as provided herein and the execution and delivery of this Agreement have been duly and effectively taken, and that the Defeased Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof as provided in this Agreement.

Section 8.10 Interpretation of Agreement. In the event of any disagreement or controversy hereunder or if conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or in the event that the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the Issuer expressly agrees and consents that the Escrow Agent shall have the absolute right at its election to:

(a) withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and

(b) file a suit in interpleader and obtain an order from a court of appropriate jurisdiction requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves. Nothing in this paragraph is intended to create or expand upon any right that the Escrow Agent would otherwise have available to it under applicable law to commence an interpleader or to alter the obligations of the Escrow Agent under this Agreement.

In the event the Escrow Agent becomes involved in a controversy or litigation in connection with this Agreement, the Issuer agrees to indemnify and save the Escrow Agent harmless, to the extent permitted by law, from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Escrow Agent as a result thereof, except as a result of the Escrow Agent's own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason. The obligations of the Escrow Agent under this Agreement shall be performable at the corporate office of the Escrow Agent designated in Section 8.01 hereof.

The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall, in the absence of negligence or bad faith on the part of the Escrow Agent, incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

Section 8.11 Liability; Reliance; Assignment. The Escrow Agent shall not be responsible or liable to any person in any manner whatsoever for the sufficiency, correctness, genuineness, effectiveness, or validity of this Agreement with respect to the Issuer, or for the identity or authority of any person making or executing this Agreement for and on behalf of the Issuer. The Escrow Agent is authorized by the Issuer to rely upon the representations of the Issuer with respect to this Agreement and the deposits made pursuant hereto and as to the Issuer's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the Issuer and the holders of the Defeased Bonds. Neither the Issuer nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest without the written consent of each of the parties to this Agreement.

The Escrow Agent is also authorized to transfer funds relating to the redemption and defeasance of the Defeased Bonds in the manner disclosed in the closing memorandum as prepared by the District's financial advisor, bond counsel, or other agent. The Escrow Agent may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the District as the final closing memorandum. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such memorandum or instructions.

The Escrow Agent may act on any order, request, approval or other authority relating to the Defeased Bonds which is provided by the District through a facsimile or e-mail transmission without the necessity of obtaining an original or executed copy of any such authority.

Section 8.12 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature). The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

Section 8.14 Incorporation of Preamble Recitals. The recitals contained in the preamble to this Agreement are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the Issuer.

[The remainder of this page intentionally left blank]

EXECUTED as of the date first written above.

LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT

By _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

UMB Bank, N.A., as Escrow Agent

By _____
Title _____
Address: 6034 West Courtyard Drive, Suite 370
Austin, TX 78730

ATTEST:

Title _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE AND CONTINUING DUTIES

The undersigned acknowledges the receipt of the Resolution and the Escrow and Trust Agreement pertaining to the defeasance of the Defeased Bonds and consents to the provisions of, and acknowledges its ongoing duties and responsibilities with respect to the Defeased Bonds as specified under, Sections 7.03(b) and 7.05 hereof. The undersigned also acknowledges receipt of the order authorizing the issuance of the Defeased Bonds and the Notice of Redemption. The Notice of Redemption described in Section 7.05 will be provided to the holders of the Defeased Bonds in the form and manner that is customary in the securities industry.

UMB BANK, N.A.

By: _____

Title: _____

Address: 6034 West Courtyard Drive, Suite 370
Austin, TX 78730

[SEAL]

Attest: _____

Title: _____

INDEX TO EXHIBITS

Schedule I
Defeased Bonds

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Exhibit B
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Escrow Agent Compensation

SCHEDULE I

Defeased Bonds

1. Lake Travis Independent School District Unlimited Tax Refunding Bonds, Series 2017, dated December 1, 2017, in the original principal amount of \$82,905,000 and stated to mature on February 15 in each of the years 2018, 2023 through 2029, inclusive, and 2031 through 2040, inclusive. These obligations have been called for redemption on February 15, 2027.

Exhibit A

Schedule of Debt Service to pay the Defeased Bonds

Exhibit B

Escrowed Securities and Cash to pay the Defeased Bonds

1.	SLGS	\$ _____
2.	Cash Deposit	_____
		<u>\$ _____</u>

Exhibit C

Escrow Fund Cash Flow and Reinvestment

Exhibit D

Escrow Agent Compensation



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Agreement for the Purchase of Attendance Credits (Option 3 Agreement) for 2023-2024

RECOMMENDED ACTION

For the 2023-2024 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 includes approval of the Agreement for the Purchase of Attendance Credits or the Agreement for the Purchase of Attendance Credits (Netting Chapter 48 Funding).

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.

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 of Business Services
Brad Goerke - Director of Finance

ATTACHMENTS

None

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 Budget Amendment #2 – General Operating, Debt Service and Food Service Funds

RECOMMENDED ACTION

Approve the 2022-2023 Budget Amendment to the General Operating, Debt Service and Food Service Funds as presented.

RATIONALE

The General Operating budget amendment reflects an increase to other local revenue due to an increase in interest earnings on deposits, an increase in Foundation School Program revenue from settle-up payments of prior year recapture, a decrease in Medicaid reimbursements and end of year balancing of expenditure accounts by function.

The Debt Service budget amendment reflects a decrease in current year tax revenue due to additional homestead exemption applications and property value protest settlements, an increase in interest earnings on deposits and a decrease to interest payments due to early redemption of bonds.

The Food Service budget amendment reflects an increase to local and federal revenue due to an increase in meal participation and a decrease in payroll expenditures due to staffing shortages.

BUDGET PROVISIONS

2022-2023 General Operating Budget

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

2022-2023 Budget Amendment #2-General Operating, Debt Service and Food Service Funds

MEETING DATE

July 19, 2023

Lake Travis ISD
General Operating Fund-Budget Amendment #2
2022-2023

		2022-2023	Recommended	2022-2023
<u>Revenues</u>		<u>Amended Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
5711	Current Year Taxes	\$ 161,710,016	\$ -	\$ 161,710,016
5700	Other Local Revenues	\$ 3,754,000	\$ 2,740,000	\$ 6,494,000
5800	State Program Revenues	\$ 12,416,102	\$ 624,024	\$ 13,040,126
5900	<u>Federal Revenue</u>	\$ 500,000	\$ (200,000)	\$ 300,000
	TOTAL REVENUES	\$ 178,380,118	\$ 3,164,024	\$ 181,544,142
<u>Expenditures</u>				
11	Instruction	\$ 63,450,252	\$ 1,399,964	\$ 64,850,216
12	Instructional Resources	\$ 1,019,890	\$ 20,000	\$ 1,039,890
13	Staff Development	\$ 1,517,909	\$ 20,000	\$ 1,537,909
21	Instructional Administration	\$ 2,536,242	\$ (300,000)	\$ 2,236,242
23	School Administration	\$ 4,979,123	\$ 460,000	\$ 5,439,123
31	Guidance & Counseling	\$ 4,626,719	\$ (100,000)	\$ 4,526,719
32	Social Work Services	\$ 147,920	\$ 10,000	\$ 157,920
33	Health Services	\$ 988,161	\$ 30,036	\$ 1,018,197
34	Transportation	\$ 5,141,946	\$ (600,000)	\$ 4,541,946
35	Food Service	\$ 107,821	\$ 10,000	\$ 117,821
36	Co-Curricular Activities	\$ 2,658,103	\$ 50,000	\$ 2,708,103
41	General Administration	\$ 3,863,546	\$ 270,000	\$ 4,133,546
51	Plant & Maintenance	\$ 12,128,868	\$ 120,000	\$ 12,248,868
52	Safety & Security	\$ 896,983	\$ 170,000	\$ 1,066,983
53	Non-Instructional Data Processing	\$ 3,337,694	\$ (300,000)	\$ 3,037,694
61	Community Services	\$ 518,660	\$ 10,000	\$ 528,660
71	Debt Service	\$ -	\$ -	\$ -
81	Facilities/Construction	\$ 35,940	\$ 1,000	\$ 36,940
91	State Transfers (Recapture)	\$ 72,352,953	\$ -	\$ 72,352,953
92	Incremental WADA Costs	\$ -	\$ -	\$ -
93	Sp. Ed. Transfer Payments	\$ 45,000	\$ -	\$ 45,000
95	JJAEF Transfer Payments	\$ 15,000	\$ -	\$ 15,000
99	<u>Travis County Appraisal District</u>	\$ 870,000	\$ -	\$ 870,000
	TOTAL EXPENDITURES	\$ 181,238,730	\$ 1,271,000	\$ 182,509,730
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ (2,858,612)	\$ 1,893,024	\$ (965,588)
3000	Beginning Fund Balance-9/1	\$ 46,144,750		\$ 46,144,750
3600	Ending Fund Balance-8/31	\$ 43,286,138		\$ 45,179,162

Note: Budget amendment reflects an increase to other local revenue due to an increase in interest earnings on deposits, an increase in Foundation School Program revenue from settle-up payments of prior year recapture, a decrease in Medicaid reimbursements and end of year balancing of expenditure accounts by function.

**Lake Travis ISD
Debt Service Fund-Amendment #2
2022-2023**

		2022-2023	Recommended	2022-2023
		<u>Amended Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
<u>Revenues</u>				
5711	Current Year Taxes	\$ 59,900,000	\$ (800,000)	\$ 59,100,000
5700	Other Local Revenues	\$ 400,000	\$ 100,000	\$ 500,000
5800	State Program Revenues	\$ 440,000	\$ -	\$ 440,000
5900	<u>Federal Revenue</u>	\$ -	\$ -	\$ -
	TOTAL REVENUES	\$ 60,740,000	\$ (700,000)	\$ 60,040,000
<u>Expenditures</u>				
71	<u>Debt Service</u>	\$ 58,920,000	\$ (350,000)	\$ 58,570,000
	TOTAL EXPENDITURES	\$ 58,920,000	\$ (350,000)	\$ 58,570,000
				\$ -
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ 1,820,000	\$ (350,000)	\$ 1,470,000
				\$ -
3000	Beginning Fund Balance-9/1	\$ 7,552,201		\$ 7,552,201
				\$ -
3600	Ending Fund Balance-8/31	\$ 9,372,201		\$ 9,022,201

Note: Budget amendment reflects a decrease in current year tax revenue due to additional homestead exemption applications and property value protest settlements, an increase in interest earnings on deposits and a decrease to interest payments due to early redemption of bonds.

**Lake Travis ISD
Food Service Fund-Amendment #1
2022-2023**

		2022-2023	Recommended	2022-2023
<u>Revenues</u>		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
5700	Other Local Revenues	\$ 5,311,000	\$ 200,000	\$ 5,511,000
5800	State Program Revenues	\$ 22,000	\$ -	\$ 22,000
5900	<u>Federal Revenue</u>	<u>\$ 530,000</u>	<u>\$ 100,000</u>	<u>\$ 630,000</u>
	TOTAL REVENUES	\$ 5,863,000	\$ 300,000	\$ 6,163,000
<u>Expenditures</u>				
35	Food Service	\$ 5,331,861	\$ 431,139	\$ 5,763,000
51	<u>Plant & Maintenance Operations</u>	<u>\$ 531,139</u>	<u>\$ (531,139)</u>	<u>\$ -</u>
	TOTAL EXPENDITURES	\$ 5,863,000	\$ (100,000)	\$ 5,763,000
			\$ -	
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ -	\$ 400,000	\$ 400,000
			\$ -	
3000	Beginning Fund Balance-9/1	<u>\$ 1,406,886</u>		<u>\$ 1,406,886</u>
			\$ -	
3600	Ending Fund Balance-8/31	\$ 1,406,886		\$ 1,806,886

Note: Budget amendment reflects an increase to local and federal revenue due to an increase in meal participation and a decrease in payroll expenditures due to staffing shortages.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration and Approval to Call a Public Meeting to Discuss the 2023-2024 Proposed Budget and Tax Rate

RECOMMENDED ACTION

Approve that a meeting of the Board of Trustees is called for 6:00 PM on August 16, 2023, for the purpose of discussing and adopting the 2023-2024 budget and 2023 tax rate and authorize the Administration to publish a tax rate of \$1.2019 for purposes of the Notice of Public Hearing.

RATIONALE

In accordance with Section 44.004(a) of the Education Code and as part of the budget and tax rate adoption process, the Board of Trustees must officially “call a meeting” for the purpose of discussing and adopting the proposed budget and tax rate. To inform taxpayers, notification of the budget and tax rate meeting shall be published in a newspaper not earlier than the 30th day or later than the 10th day before the date of the hearing. The administration requests that the Board of Trustees call the public meeting to be held at the August 16, 2023 regular board meeting.

Lake Travis ISD will publish the maximum 2023 tax rate allowed for Maintenance & Operations (M&O) purposes to comply with state law. Based on preliminary estimates of property values, the M&O tax rate will be compressed down to the state limitation on maximum compressed rate. The proposed rates that will be published are \$0.8744 for M&O and \$0.3275 for I&S for a total 2023 tax rate of \$1.2019. The 2022 tax rate was \$1.2121.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

None

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Agreement with Travis County and Other Municipalities Regarding November 7, 2023 Joint Election

RECOMMENDED ACTION

Approve the Joint Election Agreement with Travis County for the November 7, 2023 Bond Election.

RATIONALE

State law requires a school district that holds an election in November to conduct a joint election with a municipality within its district. Travis County will provide both election services and a joint election for most jurisdictions in Travis County that are holding a November election, including the City of Lakeway and the City of Bee Cave. Through the joint election agreement with Travis County, Lake Travis Independent School District will be in compliance with this requirement.

BUDGET PROVISIONS

\$50,000 – General Fund Budget

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Allyson Collins – General Counsel

Philippa Ford – Elections Official

ATTACHMENTS

Joint Election Agreement for November 7, 2023 Elections

MEETING DATE

July 19, 2023

JOINT ELECTION AGREEMENT FOR November 7, 2023 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 7, 2023. The Participating Entities require elections to be held on November 7, 2023, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers the November 7, 2023 Joint General and Special Elections for the parties to this agreement to be held on November 7, 2023. The County and the Participating Entities will hold these elections on November 7, 2023 (“Election Day”) jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County,

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities [continue]

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to

allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for Election Day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Concurrently with its submittal of an executed copy of this agreement, each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate.** All checks must be made payable to Travis County. This deposit represents approximately 75% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its

respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 7, 2023 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation’s result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a “PDF” format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

BY: _____
Dyana Limon Mercado
County Clerk

Date: _____

SIGNATURE PAGE

Name of Participating Entity Lake Travis Independent School District

Address 3322 Ranch Road 620 South

Austin, TX 78738

Name of Authorized Signatory John Aouelle

Signature _____

Date signed _____

E-mail address leadership@ltidschools.org



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Service Agreements for Nonpublic Placements of Students

RECOMMENDED ACTION

Authorize Superintendent or designee to negotiate, execute and amend service agreements with nonpublic schools for placement of public school students with Bayes Achievement Center, Tangram Rehabilitation Network, Inc. and Calo (Change Academy of Lake Ozark).

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 continued placement of a student for nonpublic day school services and continued placement of a residential student, Calo for the continued placement of a residential student, and Bayes Achievement Center for continuing a residential placement of a new student who was placed by their former district. These contracts will exceed \$100,000 and, therefore, requires approval by the Board in accordance with Board Policy CH (LOCAL).

BUDGET PROVISIONS

Local Special Education Funds



RESOURCE PERSONNEL

Stefani Vickery – Assistant Superintendent of Curriculum and Instruction

Shelly Schuessler – Director of Special Services

Allyson Collins – General Counsel

Pam Sanchez – Assistant Superintendent of Business Services

ATTACHMENTS

None

MEETING DATE

July 19, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Annual Review of Required Professional Development

RECOMMENDED ACTION

Approve the 2023-2024 Lake Travis ISD professional development plan.

RATIONALE

Senate Bill 1267, from the 87th Legislature, requires the board of trustees to annually review the State Board of Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and approve the district's professional development plan, which must be guided by the clearinghouse. On June 1, 2022, SBEC issued its clearinghouse recommendations. The administration, guided by the clearinghouse, has put together the required professional development plan for the 2023-2024 school year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

Tasha Barker - Assistant Superintendent of Organizational Services

Dr. Lyndsaë Benton - Executive Director of Curriculum and Instruction

Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

SBEC Clearinghouse Chart

LTISD 2023-2024 Required Professional Development

MEETING DATE

July 19, 2023

Clearinghouse

Continuing Education and Training Clearinghouse Purpose: The Clearinghouse includes best practices and industry recommendations for the frequency for training of educators and other school personnel.

Professional Development Best Practices: [Effective Schools Framework](#)

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
<p>1. Suicide Prevention</p>	<ul style="list-style-type: none"> 21.451(d)(3)(A) and (d-1)(1)(A) for the frequency and population, and (d-2) for the program/content 21.451(d-1)(1)(B) and 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers 38.351(h) states school districts to provide suicide prevention training (minus elementary campuses if sufficient funding not available) 21.451(d-1)(2) states that the training may include two or more topics listed together 	<p>Suicide Prevention, Intervention and Postvention</p>	<p>School counselors, teachers, nurses, administrators, and other staff as well as law enforcement officers and social workers who regularly interact with students.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community <p style="text-align: center;"><i>OR</i></p> <ul style="list-style-type: none"> *Annually
<p>2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution</p>	<ul style="list-style-type: none"> 21.451(d)(3)(B) and (d-1)(1)(A) for the frequency and population and (B) for the program/content 38.351 states that training programs are to be developed by the agency in coordination with 	<p>Building Skills Related to Managing Emotions, Establishing and Maintaining</p>	<p>Teachers, school counselors, principals, and all other appropriate personnel.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community <p style="text-align: center;"><i>OR</i></p>

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
	<p>the Health and Human Services Commission and Education Service Centers</p> <ul style="list-style-type: none"> 21.451(d-1)(2) states that the training may include two or more topics listed together 	<p>Positive Relationships, and Responsible Decision-Making</p>		<ul style="list-style-type: none"> *Annually
<p>3. Preventing, identifying, responding to, and reporting incidents of bullying</p>	<ul style="list-style-type: none"> 21.451(d)(3)(C) and (d-1)(1)(A) for the frequency and population and (B) for the program/content 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers 21.451(d-1)(2) states that the training may include two or more topics listed together 	<p>Positive Youth Development</p> <p>Bullying and Cyberbullying</p>	<p>Teachers, school counselors, principals, and all other appropriate personnel.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community <p><i>OR</i></p> <ul style="list-style-type: none"> *Annually
<p>4. Safety training program</p>	<ul style="list-style-type: none"> 33.202(b) for the frequency and population and (c) for the certification of participants and the content. (a) requires the UIL to develop the program 	<p>UIL Safety Training</p>	<p>Coaches, trainers, sponsors for an extracurricular activity, director responsible for school marching band.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community <p><i>OR</i></p> <ul style="list-style-type: none"> *Annually
<p>5. Increasing awareness of issues regarding sexual abuse, sex trafficking, and other</p>	<ul style="list-style-type: none"> 38.0041(c)(1)(A) for the frequency and (B) population. (2) for the program/content 38.0041(a) requires each district and charter school to adopt a 	<p>Human Trafficking</p>	<p>All employees</p> <p>Part of new employee orientation.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
<p>maltreatment of children</p>	<p>policy to be included in the district improvement plan and (b)(1) requires that policy to include methods using resources developed by the agency under 38.004.</p> <ul style="list-style-type: none"> 38.004 states that the agency shall develop and update a child abuse training program. 			<p>OR</p> <ul style="list-style-type: none"> *Annually
<p>6. Increasing awareness and implementation of trauma-informed care</p>	<ul style="list-style-type: none"> 38.036(c)(1)(B) and (C) for frequency, and 38.036(d) for population 38.036(c)(1) and 38.351 state that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers 	<p>Grief Informed and Trauma Informed Training</p>	<p>All staff in the school district.</p> <p>Part of new employee orientation.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community <p>OR</p> <ul style="list-style-type: none"> *Annually
<p>7. Administration of an epinephrine auto-injector</p>	<ul style="list-style-type: none"> 38.210(b)(1) and (2) for program content and format and (3) for frequency. states that if a district or charter school or private school adopts a policy under 38.208(a), they are responsible for the training, and points to (c) which states that the Health and Human Services Commission, with advice from the Texas Dept of State Health Services appointed committee in 	<p>Epinephrine Auto-Injector Training</p>	<p>School personnel and volunteers who are authorized and trained.</p>	<ul style="list-style-type: none"> Job embedded or as part of a professional learning community <p>OR</p> <ul style="list-style-type: none"> *Annually

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
	38.207 (38.202 role and composition of the committee) which states that they advise on the training required, must develop rules regarding maintenance and administration of epinephrine injectors, and that the rules must state the amount of training required for school personnel.			

Clearinghouse section:
Texas Constitution and Statutes: For the complete language of the statutory provisions listed above, see [Texas Constitutions and Statutes](#).

Additional Resources: [TASB School District Training Chart](#), [Texas School Mental Health Toolkit](#), [Texas Model for Comprehensive School Counseling, 5th edition](#), [Criteria for Success in Job Embedded Professional Development](#).

Continuing Professional Education Requirements: [Continuing Professional Education Information](#)

*Although several organizations recommended annual training in this topic, they did not submit research or supporting evidence supporting the recommendation.

Required Training 2023-2024



EDUHERO®

Required Annually

- Bloodborne Pathogens*
- Bullying Prevention for School Personnel*
- Child Maltreatment Responsibilities*
- Cybersecurity Awareness for Educators*
- Establishing Positive Relationships*
- FERPA and PPRA in Schools
- Section 504 and Public Schools
- Suicide Awareness & Prevention*
- Title IX*
- Trauma-Informed Care in Education*

Required One-Time Only

- Drugs & Alcohol Prevention
- Dyslexia Awareness
- Mental Health SB 460: Parts 1-3
- **Seizure Recognition and Related First Aid* - [The Epilepsy Foundation Course](#)

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* Modules for Non-Instructional Staff



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023-2024 Lake Travis ISD Student Code of Conduct

RECOMMENDED ACTION

Approve the 2023-2024 Lake Travis ISD Student Code of Conduct as presented.

RATIONALE

Each year the LTISD Student Code of Conduct is reviewed by the administration and revised as necessary. The current proposed revisions include changes prompted by the 88th Legislature, LTISD-initiated changes, as well as non-substantive formatting and consistency changes.

For the 2023-24 Student Code of Conduct, the following substantive changes are proposed:

1. Nondiscrimination Statement (page 6) – Section has been moved from page 10 to be included in the introductory parameters for the Code of Conduct.
2. General Conduct Violations, Miscellaneous Offenses (page 15) – The offense of academic dishonesty was expanded to include the use of artificial intelligence or computer-generated work in violation of District or campus rules.
3. Discipline Management Techniques, Students with Disabilities (page 16) – The acronym for Admission, Review, and Dismissal Committee is spelled out for clarity.
4. Disciplinary Alternative Education Program (DAEP) Placement, Mandatory Placement: Misconduct that Requires DAEP Placement (pages 26-27) – House Bill 114 requires mandatory placement in a DAEP for selling, giving, delivering, possessing, using, or being under the influence of marijuana, THC, or e-cigarettes 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.
5. Disciplinary Alternative Education Program (DAEP) Placement, Placement Order (page 28) – House Bill 3928 amends Texas law to require the district to provide information to a student's parent about the process for requesting a full individual and initial evaluation of the student for purposes of special education services when a student is placed for a mandatory DAEP offense.
6. Disciplinary Alternative Education Program (DAEP) Placement, DAEP at Capacity (pages 28-29) – As stated above, House Bill 114 requires mandatory DAEP placements for certain marijuana, THC, and e-cigarette offenses. Presumably, this new law will result in an increase of DAEP placements, so House Bill 114 also contains parameters to address DAEP capacity issues. When a DAEP is at capacity, a student who engaged in conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable



volatile chemical must be placed in ISS until the student can be transferred to a DAEP if space becomes available before the expiration of the period of the placement. In addition, when a DAEP is at capacity, a student in a DAEP for conduct related to marijuana, THC, e-cigarette, alcohol, or an abusable volatile chemical may be moved to ISS to create space for a student who engaged in violent conduct. If space becomes available, the removed student must be returned to a DAEP to complete the period of the placement.

7. Disciplinary Alternative Education Program (DAEP) Placement, Restrictions During Placement (page 30) – Provisions regarding transportation to DAEP have been clarified.
8. Placement and Expulsion for Certain Offenses, Discretionary Expulsion (page 36, 37, 39) – House Bill 114 removes the requirement for mandatory expulsion for felony marijuana, THC, and alcohol-related conduct, so the relevant provisions in the Code of Conduct have been revised accordingly. Non-felony amounts of controlled substances and dangerous drugs remain discretionary expulsions.
9. Glossary, Harassment (pages 46-47) – House Bill 1427 expands the offense of harassment under Penal Code 42.07 to include making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.
10. Glossary, Reasonable Belief (page 49) – Clarifying language has been added to require consideration of a student’s arrest notice when determining reasonable belief that a certain offense may have occurred.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Allyson Collins - General Counsel

ATTACHMENTS

Redline 2023 - 2024 LTISD Student Code of Conduct
Draft 2023 - 2024 LTISD Student Code of Conduct

MEETING DATE

July 19, 2023



202~~32~~-202~~43~~

STUDENT CODE OF CONDUCT

Adopted by the Board of Trustees on _____

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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 Vickery, Assistant Superintendent for Curriculum & Instruction, Vickerys@ltsidschools.org or 512-533-6023.

PURPOSE

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

The Code of Conduct 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 of Conduct 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 of Conduct 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 of Conduct shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code of Conduct 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 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 of Conduct and the Student Parent Handbook, the Code of Conduct 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.

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 of Conduct.

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 of Conduct. Students may face consequences under these additional rules as well as possible disciplinary action under this Code of Conduct. Further, to the extent a student engages in misconduct that is not specifically addressed in the Code of Conduct, 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 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 of Conduct 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 of Conduct. 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 of Conduct 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 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 of Conduct 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 of Conduct.

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 of Conduct. 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, and any use of artificial intelligence or computer-generated work in violation of District or campus rules.
- 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 of Conduct. 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 constitutions, and may or may not constitute violations of the Code of Conduct.

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 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 [Admission, Review, and Dismissal \(ARD\)](#) 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 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 of Conduct.
- Placement in a DAEP, as specified in the DAEP section of this Code of Conduct.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code of Conduct.
- Expulsion, as specified in the Expulsion section of this Code of Conduct.
- 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 of Conduct 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 of Conduct 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 of Conduct.

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. (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 or possesses, uses, or is under the influence of marijuana or THC. 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.
 5. Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - 4.6. 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.~~)

~~5.7.~~ 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.)

~~6.8.~~ Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.

~~7.9.~~ 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 ~~to~~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 of Conduct.)
- 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 and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services 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 of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If the DAEP is at capacity at the time the campus behavior coordinator is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in in-school suspension then transferred to the DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If the DAEP is at capacity at the time the campus behavior coordinator is deciding placement for a student who engaged in violent conduct, a student placed in the DAEP for conduct related to

marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in in-school suspension to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in the DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to the DAEP for the remainder of the period.

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 of Conduct.

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.

~~A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student’s individualized education program (IEP) or Section 504 plan. 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 of Conduct 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 DAEP 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;
- 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;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- 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
- 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 controlled substance or dangerous drug offenses, not including THC 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 of Conduct, 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, or 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 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 of Conduct 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 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. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
5. Making a telephone call and intentionally failing to hang up or disengage the connection;
6. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
7. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- ~~3.~~ 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; or
8. 4.9. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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 and must consider the information furnished in, ~~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.



2023-2024

STUDENT CODE OF CONDUCT

Adopted by the Board of Trustees on July 19, 2023

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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 Vickery, Assistant Superintendent for Curriculum & Instruction, Vickerys@ltsidschools.org or 512-533-6023.

PURPOSE

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

The Code of Conduct 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 of Conduct 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 of Conduct 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 of Conduct shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code of Conduct 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 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 of Conduct and the Student Parent Handbook, the Code of Conduct 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.

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 of Conduct.

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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 of Conduct. Students may face consequences under these additional rules as well as possible disciplinary action under this Code of Conduct. Further, to the extent a student engages in misconduct that is not specifically addressed in the Code of Conduct, 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 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 of Conduct 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 of Conduct. 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 of Conduct 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 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 of Conduct 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 of Conduct.

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 of Conduct. 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, unauthorized communication between students during an examination, and any use of artificial intelligence or computer-generated work in violation of District or campus rules.
- 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 of Conduct. 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 constitutions, and may or may not constitute violations of the Code of Conduct.

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 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 Admission, Review, and Dismissal (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 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 of Conduct.
- Placement in a DAEP, as specified in the DAEP section of this Code of Conduct.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code of Conduct.
- Expulsion, as specified in the Expulsion section of this Code of Conduct.
- 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).

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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.

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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 of Conduct 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.

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OUT-OF-SCHOOL SUSPENSION

Misconduct

Students may be suspended for any behavior listed in the Code of Conduct 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.

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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 of Conduct.

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 a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary.)
 4. Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. 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.
 5. Sells, gives, or delivers to another person or possesses or uses an e-cigarette.

6. 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.
 7. 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.)
 8. Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
 9. 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 six to 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 of Conduct.)
 - 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 and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services 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 of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If the DAEP is at capacity at the time the campus behavior coordinator is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in in-school suspension then transferred to the DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If the DAEP is at capacity at the time the campus behavior coordinator is deciding placement for a student who engaged in violent conduct, a student placed in the DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in in-school suspension to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in the DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to the DAEP for the remainder of the period.

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 of Conduct.

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.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student’s individualized education program (IEP) or Section 504 plan.

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 of Conduct 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 DAEP 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;
- 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;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- 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
- 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. 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.
- 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 controlled substance or dangerous drug offenses, not including THC.
- 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 of Conduct, 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 a controlled substance or a dangerous drug.
- 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 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 of Conduct 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 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. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
5. Making a telephone call and intentionally failing to hang up or disengage the connection;
6. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
7. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
8. 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; or
9. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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 and must consider the information furnished in 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

Delegate and Alternate for the 2023 Texas Association of School Board (TASB) Delegate Assembly

RECOMMENDED ACTION

Appoint Trustee _____ as the Delegate and Trustee _____ as the Alternate for the 2023 TASB Delegate Assembly.

RATIONALE

The Delegate Assembly, held on Saturday, September 30, 2023, in San Antonio, Texas, in conjunction with the TASB/TASA convention (September 28 – October 1, 2023), is the foundation of the Association’s governance structure and provides critical direction as the Association represents members’ interests before state and national policy makers.

Delegates and alternates in each region will meet with TASB Directors over lunch to discuss the issues coming before the Assembly and to clarify Delegate Assembly processes. Caucuses and lunch for delegates and alternates will begin at 12:00 p.m. and the Delegate Assembly will be held from at 2:00 p.m. to approximately 4:30 p.m. on Saturday, September 30, 2023.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Paul Norton - Superintendent of Schools

ATTACHMENTS

Delegate Designation Form

MEETING DATE

July 19, 2023

Member Profile

Lake Travis ISD

[Board/Officers](#)
[Administrative Staff](#)
[Delegate Registration](#)
[District Information](#)

Delegate Registration

Only board members of TASB Active members (public schools and ESCs) may serve as delegates or alternates. TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, **do not** designate this member; he or she will already be participating as a voting delegate in the Assembly.

If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael.pennant@tasb.org.

The *Delegate Assembly Handbook* will be distributed electronically at least 20 days prior to the Delegate Assembly. Hard copies of the Handbook will be available on site. (Mailed copies will be available by request.)

Credentials (ribbon and button) will be mailed to delegates and alternates who are registered by August 25. After that date, credentials must be picked up on site at Delegate Assembly.

Name	Position	Delegate	Alternate
Mr. John Aouelle	Board President	<input type="radio"/>	<input type="radio"/>
Mrs. Erin Archer	Board Member	<input type="radio"/>	<input type="radio"/>
Mr. William Beard	Board Member	<input type="radio"/>	<input type="radio"/>
Dr. Phillip Davis	Board Member	<input type="radio"/>	<input type="radio"/>
Mr. Bob Dorsett	Board Vice President	<input type="radio"/>	<input type="radio"/>
Mrs. Kim Flasch	Board Secretary	<input type="radio"/>	<input type="radio"/>
Mrs. Lauren White	Board Member	<input type="radio"/>	<input type="radio"/>

By clicking the Save button, I hereby certify that the above person(s) were chosen by our board as our official voting delegate and alternate to the 2022 TASB Delegate Assembly scheduled for September 24 (as provided by the TASB Bylaws). Please return your board's designations online or to the address below by August 25, 2022, to Delegate Assembly credentials by mail. **Registration will remain open until September 24 at 2 p.m.**



AGENDA ITEM ACTION SHEET

AGENDA ITEM

June 21, 2023 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 the Superintendent of Schools

ATTACHMENTS

June 21, 2023 Board Meeting Minutes

MEETING DATE

July 19, 2023

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 June 21, 2023, 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 6:06 p.m.

Quorum Determination

Trustees in attendance were John Aouelle, Erin Archer, Phillip Davis, Keely Cano. Lauren White and Kim Flasch. Trustee Rob Aird was absent.

Pledge of Allegiance and Moment of Silence

Marco Alvarado, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Lake Travis High School – 2023 UIL 6A Track & Field State Championship**

Marco Alvarado, Executive Director of communications and Community Relations, presented that Lake Travis High School is proud to recognize student-athlete Daniel Sowell who earned a bronze medal for his third-place finish in shot put at the 2023 UIL 6A Track and Field State Championship held in May at the Mike A. Meyers Track and Soccer Stadium on the University of Texas campus. Lake Travis High School Track and Field is coached by Aaron Macik, and he is assisted by Courtney Lord.

Special Recognition

- **Lake Travis High School – 2023 UIL 6A Boys and Girls Golf State Championships**

Marco Alvarado, Executive Director of communications and Community Relations, presented that Lake Travis High School is proud to recognize its Boys and Girls Golf teams for their individual and team accolades at the 2023 UIL 6A Boys and Girls Golf State Championships held in May at the Legacy Hills Golf Club in Georgetown.

LTHS student-athlete Kate Pickrell earned a bronze medal for her third-place finish, helping the Girls team place fifth overall. A week later, the LTHS Boys team earned a silver medal for its second-place finish overall.

Lake Travis High School Boys Golf is coached by Dustin Payne, and Lake Travis High School Girls Golf is coached by Jonathan Coats.

Special Recognition

Public Comments/Citizen Participation

1. Annie Vilven – Books
2. Jennifer Fleck – LTISD Promotes sexuality explicit books
3. Jim Moore - Bonds

Presentation / Discussion Items

- **Redemption Resolution-Debt Management for 2023-2024**

For the 2023 Tax Year, Lake Travis Independent School District has a projected taxable property value increase of 7%. This increase in value will allow the district to redeem an additional \$7,500,000 in outstanding obligations from its Unlimited Tax School Building Bonds, Series 2017. 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 \$129.8 million and refinanced \$256.6 million since 2013, saving the taxpayers approximately \$121.3 million of interest over the life of the outstanding bonds.

This item was for discussion only, action will be requested at the July 19, 2023 meeting.

- **May 2023 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, and 2018/2023 Capital Projects Report**

Pam Sanchez, Assistant Superintendent of Business Services, presented the following documents:

1. Statement of Revenues and Expenditures- May 2023
2. Balance Sheet-May 2023
3. Tax Statement-May 2023
4. 2018 Capital Projects Report
5. 2023 Capital Projects Report
6. Quarterly Investment Report – May 2023

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

- **Update to Lake Travis ISD CV (LOCAL) Policy Regarding Construction Contracts**

Pam Sanchez, Assistant Superintendent of Business Services, presented that the administration is recommending changes to the current CV (LOCAL) policy that addresses the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. The change includes removing the default method of competitive sealed proposal and allows the Superintendent to recommend the project delivery/contract award method determined to provide the best value to the District. In recent years, the District has utilized the Construction Manager At Risk (CMAR) method for larger-sized projects and the Job Order Contract (JOC) method for smaller-sized projects. The recommended changes to the current CV (LOCAL) policy would eliminate the need to approve the delivery method of construction projects prior to the project delivery/contract award thus reducing the amount of time to start construction projects by as much as two months

This item was for discussion only, action will be requested at the July 19, 2023 meeting.

- **Agreement for the Purchase of Attendance Credits (Option 3 Agreement) for 2023-2024**

Pam Sanchez presented that 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 2023-2024 school year, we delegated 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.

This item was for discussion only, action will be requested at the July 19, 2023 meeting.

- **Board Notification Under Board Policy CH (LOCAL) - Amplify Boost Reading Texas Grades K-5**

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:

- Three-year extension of secondary math materials adoption - \$103,136.80

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

- **Board Notification Under Board Policy CH (LOCAL)- Cengage Learning – Big Ideas Math**

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:

- Three-year extension of secondary math materials adoption - \$138,705.00

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

- **Technology Bond Expenditure Report**

Chris Woehl, Executive Director of Technology and Information Services, presented that the 2023 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 Long Range Facilities Planning committee. In accordance with Board Policy CH (Local), the following purchases were made via a cooperative purchasing program in the amount of \$100,000 or more, is required to be presented to the Board for notification:

Data center infrastructure hardware and software were purchased to replace legacy obsolete equipment from Layer 3 Communications and Netsync. A Data Center UPS system was purchased through Netsync to replace the original Data Center UPS. These purchases leveraged the Texas DIR contract and volume purchase pricing that reflect a total purchase price of \$1,287,514.14

To support future LTISD infrastructure JC Communications will design, obtain permitting, materials, and installation work on the first leg of fiber optic cable between the technology building and Hamilton Pool Road. This is the first phase of fiber installation to Hamilton pool road, which will provide data services to the new future school site. This purchase leveraged the Texas DIR contract and volume purchase pricing that reflect a total purchase price of \$232,843.50.

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

Consideration Items

- **Consideration and Approval of an Order Calling a Bond Election to be Held by the Lake Travis Independent School District**

The Board of Trustees finds and determines that the necessity to construct various capital improvements, within the District dictates that it is in the public interest to call and hold a bond election at the earliest possible date. The next uniform election date will be on Tuesday, November 7, 2023.

This supports the work of the Long-Range Facilities Planning Committee and meets the needs of the school district over the next five years based on student enrollment growth, facility needs to support student programs at High School #2, Long-Range Facilities Master Plan, Facilities Condition Assessment and administration and staff feedback.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Keely Cano to approve an order calling a bond election to be held by the Lake Travis Independent School District.

The motion passed by a vote of 6- 0.

- **Consideration and Approval of a Resolution by the Board of Trustees of Lake Travis ISD in Support of Its Order Calling a Bond Election on November 7, 2023**

The Board of Trustees called a bond election to be held within the District on November 7, 2023. In the election order, the Board found and determined that calling the election was in the best interest

of the residents of the District. The election order contains one measure to be submitted to the District's registered voters and one corresponding ballot proposition, and the capital improvements described in Proposition A are the type reflected in Section 45.003(g)(1) of the Texas Education Code regarding "a stadium with seating capacity for more than 1,000 spectators.

A MOTION was made by Trustee Keely Cano and seconded by Trustee Phillip Davis to approve Resolution No. 062123-01 in support of the order calling a bond election to be held on November 7, 2023.

The motion passed by a vote of 6 - 0.

- **Request for Proposal (RFP) – Copy Center Production Copiers**

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's current contract with Xerox for the Copy Center production copiers will expire October 31, 2023. The District issued an RFP on February 21, 2023 with a closing date of March 21, 2023, and anticipated award date of June 21, 2023, with Board approval. The District received nine responses. The evaluation team was comprised of five district employees, two employees from the Purchasing Department and three employees from the Technology Department. Based on the evaluation criteria, the District recommends awarding the contract to Ricoh.

A MOTION was made by Trustee Lauren White and seconded by Trustee Phillip Davis to approve the award of Copy Center Production Copiers to Ricoh and authorize the Superintendent or Designee to Negotiate, Execute and Amend, as necessary, the Contract.

The motion passed by a vote of 6 -0.

- **Selection of American Constructors as Contractor for JOC #23-12 for Transportation Bus Wash System**

In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the Transportation bus wash system project. It is expected that the contract with American Constructors for this project will exceed \$100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above \$100,000.

The Cost of Work for JOC #23-12 includes the following campuses:

- Replacement and improvements to the bus wash system located at the Transportation site for \$397,594.

A MOTION was made by Trustee Phillip Davis seconded by Trustee Erin Archer to approve the selection of American Constructors as Contractor for JOC #23-12 for Transportation Bus Wash System.

The motion passed by a vote of 6 - 0.

- **Selection of American Constructors as Contractor for JOC #23-05 for Door Hardware Replacement**

In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the Transportation bus wash system project. It is expected that the contract with American Constructors for this project will exceed \$100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above \$100,000.

The Cost of Work for JOC #23-05 includes the following campuses:

- Replacement of door hardware at Lake Travis High School Annex and Hudson Bend Middle School for \$151,418.

A **MOTION** was made by Trustee Kim Flasch seconded by Trustee Keely Cano to approve the selection of American Constructors as contractor for JOC #23-05 for door hardware replacement.

The motion passed by a vote of 6 - 0.

- **Selection of American Constructors as Contractor for JOC #23-04 for Performing Arts Center video wall**

In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the Transportation bus wash system project. It is expected that the contract with American Constructors for this project will exceed \$100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above \$100,000.

The Cost of Work for JOC #23-04 includes the following campuses:

- Installation of the video wall at Lake Travis High School Performing Arts Center for \$1,294,593.

A **MOTION** was made by Trustee Lauren White seconded by Trustee Kim Flasch to approve the selection of American Constructors as contractor for JOC #23-04 for Performing Arts Center video wall.

The motion passed by a vote of 6 - 0.

Consent Agenda

- **May 17, 2023 Board Meeting Minutes**
- **May 30, 2023 Team of Eight Training Minutes**
- **June 7, 2023 Budget Workshop Meeting Minutes**
- **Compensation Plans for 2023-2024**

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

The motion passed by a vote of 6 - 0.

Upcoming Meetings and Events

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

- July 19, 2022 – 6:00 p.m. Monthly Board Meeting, EDC

- August 16, 2023 – 6:00 p.m. Monthly Board Meeting, EDC
- September 20, 2023 – 6:00 p.m. Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 7:12 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.

Adjournment

There being no further action, the June 21, 2023 Board of Trustees' meeting adjourned at 8:31 p.m.

John Aouelle, President

Erin Archer, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Update to Lake Travis ISD CV (LOCAL) Policy Regarding Construction Contracts

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

The administration is recommending changes to the current CV (LOCAL) policy that addresses the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. The change includes removing the default method of competitive sealed proposal and allows the Superintendent to recommend the project delivery/contract award method determined to provide the best value to the District. In recent years, the District has utilized the Construction Manager At Risk (CMAR) method for larger-sized projects and the Job Order Contract (JOC) method for smaller-sized projects. The recommended changes to the current CV (LOCAL) policy would eliminate the need to approve the delivery method of construction projects prior to the project delivery/contract award thus reducing the amount of time to start construction projects by as much as two months.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

Draft CV (LOCAL) – Redline

Draft CV (LOCAL) – Clean

MEETING DATE

July 19, 2023

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Building Code Adoption

All construction projects shall be designed to meet the most current International Building Code edition with the latest amendments, in addition to requirements set out at policy CS.

Construction Contracts

~~Prior to advertising, the Board shall determine t~~The project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. ~~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.~~ [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above \$100,000 shall require Board approval. The Superintendent or designee shall be authorized to approve change orders of a lesser amount.

Extension of Time

The Superintendent or designee shall approve any extensions of time to construction contracts without requiring Board approval.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

FACILITIES CONSTRUCTION

CV
(LOCAL)

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent or designee has accepted the work.

FACILITIES CONSTRUCTION

CV
(LOCAL)

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Building Code Adoption

All construction projects shall be designed to meet the most current International Building Code edition with the latest amendments, in addition to requirements set out at policy CS.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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AGENDA ITEM ACTION SHEET

AGENDA ITEM

Compensations Plans for 2023-2024

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Lake Travis Independent School District Administration would like to implement the proposed compensation plans, including stipends and supplemental pay rates for the 2023-2024 school year.

BUDGET PROVISIONS

2023-2024 Budget

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee and Community Relations

ATTACHMENTS

Compensation Plans for 2023-24

MEETING DATE

July 19, 2023



Supplemental Pay Catalog

2023-2024

High School Athletic Supplemental Pay

High School Academic Supplemental Pay

Middle School Athletic Supplemental Pay

Middle School Academic Supplemental Pay

Elementary Academic Supplemental Pay

All District Activities Supplemental Pay

Facility Rental Supplemental Pay

Non-LTISD Playoff Supplemental Pay Incentive Pay

High School Athletics

No. of Positions	Supplemental Name	Function ID or Activity Code	Duration/Game	Supplemental Amount
	Football - Varsity			
1	Stadium Coordinator	11100		\$125.00 per game
1	Operations Coordinator	11100		\$125.00 per game
19	Game Worker	11110		\$84.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			
1	Announcer	11120		\$100.00 per game
	Announce games			
1	Spotter/Sound	11120		\$100.00 per game
	Assist announcer with player numbers and plays, assist with field microphones			
1	Scoreboard	11110		\$65.00 per game
	Post score			
13	Parking	11100		\$65.00 per game
	Direct traffic to appropriate areas			
1	Parking & Maintenance	11100		\$65.00 per game
	Direct traffic to appropriate areas; electrician, plumber			
1	Banquet Video Development	11150		\$500.00 per season
	Develop and produce video for sports banquet.			
	Football - Junior Varsity, Freshman			
1	Game Worker	11200	2 hour minimum	\$36.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			
1	Scoreboard	11200		\$36.00 per game
	Post score			
1	Announcer	11200		\$36.00 per game
	Announce games			
6	Tournament/Meet Worker	11200		\$36.00 per game
	Basketball			
2	Game Worker	11200		\$36.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			

High School Athletics

1	Scoreboard	11200	Varsity game	\$36.00 per game
	Post score			
1	Book	11200	Varsity game	\$36.00 per game
	Post player points and positions			
1	Announcer	11200	Varsity game	\$36.00 per game
	Announce games			
	Baseball			
1	Game Worker	11200	2 hour minimum	\$36.00 per game
	Monitor gates, entrance and exit; take tickets for varsity and other games scheduled at the same time			
1	Scoreboard	11200	Varsity game	\$36.00 per game
	Post score			
1	Announcer	11200	Varsity game	\$36.00 per game
	Announce games			
	Softball			
1	Game Worker	11200	2 hour minimum	\$36.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			
1	Scoreboard	11200	Varsity game	\$36.00 per game
	Post score			
1	Announcer	11200	Varsity game	\$36.00 per game
	Announce games			
	Soccer			
1	Game Worker	11200	2 hour minimum	\$36.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			
1	Scoreboard	11200	Varsity game	\$36.00 per game
	Post score			
1	Announcer	11200	Varsity game	\$36.00 per game
	Announce games			
	Volleyball			
2	Game Worker	11200	2 hour minimum	\$36.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			
1	Scoreboard	11200	Varsity game	\$36.00 per game
	Post score			
1	Book	11200	Varsity game	\$36.00 per game
	Post player points and positions			
	Track			
1	Game Worker	11300		\$18.00 per hour
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating			

High School Athletics

1	Starters	11301		\$150.00 per meet
	Start races			
1	Secondary Starter	11302		\$100.00 per meet
	Start races for all day meets where two starters are required			
1	Announcer	11300		\$18.00 per hour
	Announce games			
varies	Student workers	10020	2 hours	\$15.00 per hour
	Coach and monitor middle school students			
1	Timers	11304		\$250.00 per meet
	Operate timing equipment for track meet			
1	Trainers	10010	5 hours	\$30.00 per hour
	Coach and monitor students, ensure safety, set up water			
	MISC. Athletics			
1	Banquet Video Development	10150		\$250.00 per season
	Develop and produce video for sports banquet.			
varies	Bus Driver	10030		\$25.38 per hour
	Provide transportation services to student athletes for district events.			
1	Weight Room	10040	School	\$18.00 per hour
	Open, monitor and close weight room on holidays for student use during summer and on school holidays.			
1	Cheerleading Try-outs Judge Coordinator			\$325.00 per event
1	Cheerleading Try-out Judges			\$250.00 per event
1	Cheerleading Try-out Record keeper			\$60.00 per event

High School Academics

No. of Positions	Supplemental Name	Activity Code	Supplemental Amount
1	Freshman Class Sponsor	43000	\$300
	Coordinates fundraising, activities, and events for an assigned grade level on a high school campus. Supervises students engaged in class activities.		
1	GT Coordinator	43001	\$750
	Coordinates GT activities on campus. Provides opportunities for students to participate in GT activities and events. Assists principal in reviewing teacher credentials to teach GT and AP courses.		
2	Junior Class Sponsor	43002	\$500
	Coordinates fundraising, activities, and events for an assigned grade level on a high school campus. Supervises students engaged in class activities.		
2	Model UN Sponsor	43003	\$500
	Implements Model UN curriculum. Supervises students engaged in class and extracurricular activities. Facilitates, supervises meetings and activities and advises students.		
3	National Honor Society	43004	\$500
	Organizes and supervises the National Honor Society chapter on a high school campus. Coordinates meetings, community service projects, membership and selection of officers.		
2	Senior Class Sponsor	43005	\$500
	Coordinates fundraising, actives, and events for an assigned grade level on a high school campus. Supervises students engaged in class activities.		
1	Sophomore Class Sponsor	43006	\$300
	Coordinates fundraising, actives, and events for an assigned grade level on a high school campus. Supervises students engaged in class activities.		
2	Student Council	43007	\$750
	Oversees organization membership and class officer selection at the high school level. Facilitates student meetings, supports student leadership development, and coordinates student council activities and service projects.		
1	UIL Accounting	43008	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Calculator	43009	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		

High School Academics

1	UIL Journalism	43010	\$750
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Micro-Computer Apps	43011	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Computer Science	43012	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Current Events	43013	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Literary Criticism	43014	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Math	43015	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Number Sense	43016	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Reading Writing	43017	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Science	43018	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Social Studies	43019	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	UIL Spelling	43020	\$500
	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.		
1	Volunteer Coordinator	43021	\$500
	Tracks volunteer hours and assignments. Coordinates volunteers as needed for campus events and activities.		
4	CTE Club Sponsorships	43022	\$500
	Coaches and prepares students Chamber of Commerce, Robotics, (2) Cybersecurity, and Skills USA		
1	Librarian	41999	\$500

Middle School Athletics

No. of Positions	Supplemental Name	Activity Code	Supplemental Amount
	Football		
1	Game Worker	12100	\$30.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating – 2 hour minimum		
1	Scoreboard	12100	\$30.00 per game
	Post score		
1	Announcer	12100	\$30.00 per game
	Announce games and recognize players		
	Basketball		
1	Game Worker	12200	\$30.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating – 2 hour minimum		
1	Scoreboard – Tournaments Only	12200	\$30.00 per game
	Post score		
1	Book – Tournaments Only	12200	\$30.00 per game
	Post player points and positions		
	Soccer		
1	Game Worker	12200	\$30.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating – 2 hour minimum		
1	Scoreboard – Tournaments Only	12200	\$30.00 per game
	Post score		
1	Book – Tournaments Only	12200	\$30.00 per game
	Post player points and positions		
	Volleyball		
1	Game Worker	12200	\$30.00 per game
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating – 2 hour minimum		
1	Scoreboard – Tournaments Only	12200	\$30.00 per game
	Post score		
1	Book – Tournaments Only	12200	\$30.00 per game
	Post player points and positions		
	Track		
1	Game Worker	12200	\$15.00 per hour
	Sell tickets, count cash, monitor gates, entrance and exit, take tickets, stop admission to unauthorized persons on field, crowd control, assist with seating		
1	Starter	12300	\$150.00 per meet
	Start races		
1	Secondary Starter	12301	\$50.00 per meet
	Start races at weekday and evening meets where two starters are required		

1	Announcer	12200	\$15.00 per hour
	Announce games		
1	Timer	12302	\$150.00 per meet
	Operate timing equipment for track meet		

Middle School Academics

No. of Positions	Supplemental Name	Activity Code	Supplemental Amount
1	6th Grade Team Leader	42000	\$675
	Organizes, implements, and facilitates grade level team meetings on a middle school campus. Oversees scheduling of field trips, assemblies and field days and activities for assigned grade level team.		
1	7th Grade Team Leader	42001	\$675
	Organizes, implements, and facilitates grade level team meetings on a middle school campus. Oversees scheduling of field trips, assemblies and field days and activities for assigned grade level team.		
1	8th Grade Team Leader	42002	\$675
	Organizes, implements, and facilitates grade level team meetings on a middle school campus. Oversees scheduling of field trips, assemblies and field days and activities for assigned grade level team.		
1	A4L Committee Coordinator	42003	\$600
	Organizes, coordinates and facilitates A4L meetings and leads parent meetings regarding A4L. Provides ongoing training and support to campus on paperwork, scheduling. Organizes campus processes and materials.		
2	Drama Production	42004	\$750
	Organizes, implements, and promotes drama and theatre arts on a middle school campus. Provides opportunities for student performance and production of plays and theatrical events. Oversees scheduling, casting, rehearsals, scripts, set design/construction and directing public performances.		
1	Geo Bee	42005	\$500
	Optional campus activity. Coordinates Geography Bee competition at campus.		
2	National Jr. Honor Society	42006	\$600
	Organizes and supervises the National Honor Society chapter on a middle school campus. Coordinates meetings, community service projects, membership and selection of officers.		
1	Spelling Bee	42007	\$500
	Optional campus activity. Coordinates Spelling Bee competition at campus.		
2	Student Council	42008	\$750
	Oversees organization membership and class officer selection at the middle school level. Facilitates student meetings, supports student leadership development, and coordinates student council activities and service projects.		
1	UIL Art	42009	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		

1	UIL Calculator	42010	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Chess Puzzle	42011	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Coordinator	42012	\$500
	Coordinates UIL academic program contests on a middle school campus. Responsible for budget oversight, scheduling, and transportation arrangements.		
1	UIL Dictionary Skills	42013	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Editorial Writing	42014	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Impromptu Speaking	42015	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Listening	42016	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Maps, Graphs & Charts	42017	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Math	42018	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Meet Coordinator	42019	\$500
	Coordinates UIL academic program contests on a middle school campus. Responsible for budget oversight, scheduling, and transportation arrangements.		
1	UIL Modern Oratory	42020	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Music Memory	42021	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		

1	UIL Number Sense	42022	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL One-Act Play	42023	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Oral Reading	42024	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Ready Writing	42025	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Science I & II	42026	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Social Studies	42027	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	UIL Spelling	42028	\$325
	Coaches and prepares students for subject-area UIL competitions at the middle school level. Leads and supervises practice sessions and advises students.		
1	Volunteer Coordinator	42029	\$500
	Tracks volunteer hours and assignments. Coordinates volunteers as needed for campus events and activities.		
1	Librarian	41999	\$500

Elementary Supplemental

No. of Positions	Supplemental Name	Activity Code	Supplemental Amount
1	A4L Committee Coordinator	41000	\$600
	Organizes, coordinates and facilitates A4L meetings and leads parent meetings regarding A4L. Provides ongoing training and support to campus on paperwork, scheduling. Organizes campus processes and materials.		
1	DI Coordinator	41001	\$250
	Optional campus activity. Coordinates Destination Imagination teams at campus for competition.		
1	Elementary - Science Program	41002	\$750
	Optional campus stipend. Oversees and maintains the science labs on campus. Coordinates all materials and the facility. Orders supplies and inventory for lab.		
1	Geo Bee	41003	\$500
	Optional campus activity. Coordinates Geography Bee competition at campus.		
1	Honor Choir	41004	\$500
	Optional campus activity. Coordinates regular practices and performances for students involved in Honor Choir.		
1	Safety Patrol	41005	\$200
	Optional campus activity. Oversees and guides students with safety procedures.		
1	Spelling Bee	41006	\$500
	Optional campus activity. Coordinates Spelling Bee competition at campus.		
2	Student Council	41007	\$500
	Oversees organization membership and class officer selection at the elementary school level. Facilitates student meetings, supports student leadership development, and coordinates student council activities and		
1	UIL Chess Puzzle	41009	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 2nd Grade Creative Writing	41010	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 2nd Grade Storytelling	41011	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 3rd Grade Spelling	41012	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		

Elementary Supplemental

1	UIL 3rd Grade Creative Writing	41013	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 3rd Grade Storytelling	41014	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Creative Writing	41015	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Number Sense	41016	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Music Memory	41017	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Oral Reading	41018	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Picture Memory	41019	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Social Studies	41020	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Spelling	41021	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 4th Grade Storytelling	41022	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		

Elementary Supplemental

1	UIL 5th Grade Creative Writing	41023	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Dictionary Skills	41024	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Listening Skills	41025	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Map Skills	41026	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Music Memory	41027	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Number Sense	41028	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Oral Reading	41029	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Picture Memory	41030	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Science	41031	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL 5th Grade Social Studies	41032	\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		

Elementary Supplemental

1	UIL 5th Grade Spelling		\$250
	Optional campus activity. Coaches and prepares students for subject-area UIL competitions at the grade school level. Leads and supervises practice sessions and advises students.		
1	UIL Coordinator	41034	\$250
	Optional campus activity. Coordinates UIL academic program contests on an elementary school campus. Responsible for budget oversight, scheduling, and transportation arrangements.		
1	Volunteer Coordinator	41035	\$700
	Tracks volunteer hours and assignments. Coordinates volunteers as needed for campus events and activities.		
2	Yearbook	41036	\$400
	Oversees and guides students in the production, promotion, sale and distribution of the annual yearbook.		
1	Librarian	41999	\$500

All District Activities

Supplemental Name	Times	Function ID or Activity Code	Supplemental Amount
Cavs Course			
Coordinator		10052	\$7,000.00 per summer
Create workouts, order uniforms, assign workers			
Assistant Coordinator		10051	\$5,000.00 per summer
Assist workouts and assists Coordinator			
Set Up Coaches	6 hours	10050	\$30.00 per hour
Open and close exercise stations, Coach and monitor students, ensure safety, set up weight room			
Coach	4 hours	10050	\$30.00 per hour
Coach and monitor students, ensure safety, set up weight room			
Student workers	2 hours	10020	\$15.00 per hour
Coach and monitor middle school students			
Trainers	5 hours	10010	\$30.00 per hour
Coach and monitor students, ensure safety, set up water			
Enrichment Camps			
Student Enrichment Camp Instructors		77800	60% of camp tuition per camp
Student Enrichment Support Staff		77801	\$15.00 per hour
Student Enrichment Camp Assistant		77803	\$15.00 per hour
Student Enrichment Camp Direct Support Plus		77804	\$16.00 per hour
Extended Care			
Extended Care Worker	2:30 - 6:00	77035	\$17.00 per hour
Extended Care Direct Support Plus	2:30 - 6:00	77036	\$17.50 per hour
Extended Care Supervisor	2:30 - 6:00		
Program 1-150 Students		77020	\$18.00 per hour or \$1,000 per month
Program 151-225 Students		77021	\$18.50 per hour or \$1,100 per month
Program 226+ Students		77022	\$19.00 per hour or \$1,200 per month

All District Activities

Extracurricular Events			
Judging		20092	\$30.00 per hour
Professional Development			
Facilitator		20500	\$75.00 per day
Planning		20501	\$30.00 per hour
Presentation - Team Presenter		20502	\$125.00 per day
Presentation - Sole Presenter		20503	\$175.00 per day
Ropes Course		20504	\$25.00 per hour
Curriculum Writing/Instructional Planning		24001	\$30.00 per hour
Special Education			
After Hours Event Assistance		regular job code	Employee's rate of pay per hour
Homebound Teacher- GenEd		24000	\$37.00 per hour
Homebound Teacher- SPED		24100	\$37.00 per hour
Specialist Services (OT, PT, Speech, etc.)		24101	\$37.00 per hour
Student Support			
Before School Study Hall	30 minutes	20101	\$10.00 per occurrence
After School Study Hall	1 hour	20102	\$15.00 per occurrence
Homework Hall		20104	\$25.00 per hour
Saturday School/Attendance Camp		20103	\$20.00 per hour
Unfilled Substitute Position- Elementary	Full Classroom- Can be Split		\$130.00 full day
Unfilled Substitute Position- Secondary			\$21.00 per class period

All District Activities

Summer School			
Summer Learning Academy Administrators	3- positions	Elem- 25100 MS/HS- 25200	\$5000.00 Stipend
Supervise the summer school program			
Elementary Classroom Aide		SLA- 25103 Title 1- 25113 ESL- 25123	\$15.00 per hour
Must be an LTISD teacher or paraprofessional			
Elementary Teacher		SLA- 25102 Title 1- 25112 ESL- 25122	\$37.00 per hour
Must be an LTISD teacher certified for appropriate grade level			
Elementary Teacher Workdays		SLA- 25101 Title 1- 25111 ESL- 25121	\$30.00 per hour
Planning and preparation for summer school			
Secondary Classroom Aide		GenEd- 25203 SPED- 25313	\$15.00 per hour
Must be an LTISD teacher or paraprofessional			
Secondary Teacher		GenEd- 25202 SPED- 25312	\$37.00 per hour
Must be an LTISD teacher certified for appropriate			
Secondary Teacher Workdays		GenEd- 25201 SPED- 25311	\$30.00 per hour
Planning and preparation for summer school			
ESY Administrator		25400	\$40.00 per hour
Supervise the summer school program			
ESY Classroom Aide		25403	\$15.00 per hour
Must be an LTISD teacher or paraprofessional			
ESY Teacher		25402	\$37.00 per hour
Must be an LTISD teacher certified for appropriate			
ESY Teacher Workdays		25401	\$30.00 per hour
Planning and preparation for summer school			
Nurse (RN)		25414	\$30.00 per hour
Provide nursing treatment and care for students			
Nurse (LVN)		25415	\$24.00 per hour
Provide nursing treatment and care for students			
Nurse (CNA)		25416	\$18.00 per hour
Provide nursing treatment and care for students			
Receptionist		25204	\$15.00 per hour
Must be an LTISD teacher or paraprofessional			
Speech Therapist, Occupational Therapist, Physical Therapist		25417	\$37.00 per hour
Provides professional services and hold appropriate certificate or credentials			

All District Activities

Summer Squires			
Supervisor		77500	\$11,000.00 per summer
Manage the 8-week Summer Squires program and all Summer Squires staff. Responsible for			
Lead Summer Squires Counselor	7:00 - 6:00	77501	\$16.61 per hour
Lesson plans and coordinates themed units for Summer Squires			
Summer Squires Counselor	7:00 - 6:00	77502	\$15.00 per hour
Supervises and monitors students and ensures safety			
Summer Squires Nurse (RN)		77504	\$30.00 per hour
Provide nursing treatment and care for students			
Summer Squires Nurse (LVN)		77505	\$24.00 per hour
Provide nursing treatment and care for students			
Summer Squires Nurse (CNA)		77506	\$18.00 per hour
Provide nursing treatment and care for students			
Summer Squires Direct Support Plus Staff		77503	\$16.00 per hour
Provide one to one support needed to operate camp			
Testing			
Test Monitor		20130	\$15.00 per hour
Additional teacher or support staff to ensure testing environment and security, may require training, typically covers areas such as a restroom or hallway			
Test Proctor		20130	\$15.00 per hour
Additional teacher or support staff to provide supervision for test, trained to be in test room and support testing environment and security			
Test Administrator		20131	\$25.00 per hour
Lead teacher responsible for testing administration, including signing out and signing in all testing materials, responsible for testing environment and security, and responsible for administration of all testing accommodations and requirements			
Translation			
Translation services outside of employee duties		20091	\$20.00 per hour
Tutoring			
STAAR (not certified in area tutoring)		20201	\$11.33 per hour
STAAR (certified in area tutoring)		20202	\$37.00 per hour
HB4545 Tutoring (certified in area tutoring)		20206	\$37.00 per hour
Bilingual (certified in area tutoring)		20203	\$37.00 per hour

Facility Rentals

Supplemental Name	Times	Function ID or Activity Code	Supplemental Amount
Athletic Trainers		79000	\$28.00 per hour
Monitor health and safety of athletes. Provide trainer services for event.			
Facilitator		77900	\$25.00 per hour
Unlock facility. Turn on lights, etc. Confirm renter is adequately equipped with access			
FANS Worker		77900	\$25.00 per hour
Provide food service for event. Operate equipment in kitchen. Fully clean kitchen after event.			
FANS Manager		77901	\$30.00 per hour
Provide food service for event. Operate equipment in kitchen. Fully clean kitchen after event. Ensure compliance with all health and safety regulations.			
Maintenance		77900	\$25.00 per hour
Provide maintenance services for facility or event. Can include set up and tear down for rental. May be emergency services for facility issues.			
Opener/Closer		77900	\$25.00 per occurrence
equipped with access to resources in the facility. Lock and secure facility at end of event.			
PAC Director		77902	\$50.00 per hour
Unlock facility. Turn on lights, etc. Provide technical support for all equipment. Provide support to renter. Serves as administrative support for rental. Ensures security for building and attendees. Lock and secure facility at end of event.			
Parking Attendant		77900	\$25.00 per hour
Direct traffic to appropriate areas			
Stadium Manager		79003	\$40.00 per hour
Set up press box, coordinate food for press box, assist workers and coaches, monitor			
Student Technician		77903	\$15.00 per hour
Operate sound, lighting or other technical equipment for event			
Technician		77900	\$25.00 per hour
Operate technical equipment for event. Provide technical support services for event.			

Holiday Rates		Rates are double
Rates are doubled for the following holidays due to difficulty in scheduling staff during these times: New Year's Eve, New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve		

No. of Positions	Supplemental Name	Times	Function ID or Activity Code	Amount
	Basketball - NON-LTISD Play-off games			
2	Ticket Takers/Pass Gate		19200	\$50.00 per game
	Monitor gates, entrance and exit; take tickets for varsity and other games			
1	Scoreboard	Varsity game	19200	\$50.00 per game
	Post score			
1	Book	Varsity game	19200	\$50.00 per game
	Post player points and positions			
1	Announcer	Varsity game	19200	\$50.00 per game
	Announce games			
	Baseball - NON-LTISD Play-off games			
1	Ticket Takers/Pass Gate		19200	\$50.00 per game
	Monitor gates, entrance and exit; take tickets for varsity and other games scheduled at the same time			
1	Scoreboard	Varsity game	19200	\$50.00 per game
	Post score			
1	Announcer	Varsity game	19200	\$50.00 per game
	Announce games			
	Softball - NON-LTISD Play-off games			
1	Ticket Takers/Pass Gate	Varsity game	19200	\$50.00 per game
	Monitor gates, entrance and exit; take tickets for varsity and other games scheduled at the same time			
1	Scoreboard	Varsity game	19200	\$50.00 per game
	Post score			
1	Announcer	Varsity game	19200	\$50.00 per game
	Announce games			
	Soccer - NON-LTISD Play-off games			
1	Ticket Takers/Pass Gate	Varsity game	19200	\$50.00 per game
	Monitor gates, entrance and exit; take tickets for varsity and other games scheduled at the same time			
1	Scoreboard	Varsity game	19200	\$50.00 per game
	Post score			
1	Announcer	Varsity game	19200	\$50.00 per game
	Announce games			
	Volleyball - NON-LTISD Play-off games			
1	Ticket Takers/Pass Gate	Varsity game	19200	\$50.00 per game
	Monitor gates, entrance and exit; take tickets for varsity and other games scheduled at the same time			
1	Scoreboard	Varsity game	19200	\$50.00 per game
	Post score			
1	Book	Varsity game	19400	\$25.00 per game
	Post player points and positions			
	MISC. for all Play-off games other than football			
1	Athletic Trainer		10010	\$30.00 per hour

1	Maintenance coverage		19001	\$30.00 per hour
1	Stadium Manager/Gym Coordinator		19002	\$30.00 per hour
	Set up press box/gym, coordinate food for press box/usage of gym and equipment, assist workers and coaches, monitor entries			

Employee Incentive Pay

Supplemental Name	Paid In	Supplemental Amount
Employee Recruitment Incentive	June	\$25-225 per year
Any employee who recruits an applicant in Transportation or Food Services is eligible for a paid incentive. The referred applicant must work through the end of the school year. The incentive is based on the month the applicant begins working for LTISD. A recruitment form must be turned in to HR.		

Student Support Services

No. of Positions	Supplemental Name	Paid in	Activity Code	Supplemental Amount
	Special Olympics			
4	Special Olympics Coach	May	41980	\$250



Administrative Initial Hiring Schedule 2023-24

Pay Grade 1

	Minimum	Midpoint	Maximum
Daily	299.35	368.02	436.68
Annual - 217	64,959	79,860	94,760
Assistant Principal, ES			

Pay Grade 2

	Minimum	Midpoint	Maximum
Daily	314.03	383.42	452.81
Annual - 225	70,657	86,270	101,882
Coordinator, Special Services Coordinator, Community Programs			
Manager, Payroll/Benefits			

Pay Grade 3

	Minimum	Midpoint	Maximum
Daily	318.34	388.38	458.29
Annual - 217	69,080	84,278	99,449
Assistant Principal, MS			

Pay Grade 4

	Minimum	Midpoint	Maximum
Daily	336.78	408.79	480.81
Annual - 217	73,081	88,707	104,336
Assistant Principal, HS			

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	341.51	416.95	492.42
Annual - 225	76,840	93,814	110,795
Director, Purchasing Assistant Director, Athletics Manager, Construction Project			
Associate Principal, HS Assistant Director, Special Services Manager, Human Resources			

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	372.20	454.46	536.71
Annual - 217	80,767	98,618	116,466
Annual - 225	83,745	102,254	120,760
Principal, ES (217)			
Director, Corporate Relations and LTEF (225)			

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	395.47	482.89	570.29
Annual - 217	85,817	104,787	123,753
Annual - 225	88,981	108,650	128,315
Principal, MS (217)		Director, Fine Arts (225)	
Director, Accountability/Achievement (225)		Director, Health and SEL (225)	
Director, Security/Chief of Police (225)		Director, Curriculum & Instruction (225)	
Director, Quality Assurance (225)			

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	451.84	551.69	651.55
Annual - 225	101,664	124,130	146,599
Principal, HS		Director, Athletics	
Director, Finance		Director, Facilities and Construction	
Director, Special Services		Sr. Director, FANS & Transportation	
Sr. Director, Maintenance & Safety			

Pay Grade 9

	Minimum	Midpoint	Maximum
Daily	508.16	620.47	732.78
Annual - 225	114,336	139,606	164,876
Exec Director, Communications		Exec Director, Curriculum & Instruction	

Pay Grade 10

	Minimum	Midpoint	Maximum
Daily	550.35	671.42	792.50
Annual - 225	123,829	151,070	178,313
General Counsel			

Pay Grade 11

	Minimum	Midpoint	Maximum
Daily	611.27	746.36	881.45
Annual - 224	136,924	167,185	197,445
Asst Supt, Employee/Community Relations		Asst Supt, Business Services	
Asst Supt, Curriculum & Instruction		Asst Supt, Organizational Services	



Clerical Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.26	21.18	25.10
Annual - 174	24,026	29,483	34,939
Annual - 187	25,821	31,685	37,550
Annual - 225	31,068	38,124	45,180
Clerk, Attendance, MS (187) Receptionist, Campus (187) District Mail Clerk (225) Distribution Technician (225)		Asst Clerk, Extra Curricular Programs (174) Receptionist, District (225) Copy Center Operator (225)	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.02	22.16	26.30
Annual - 192	27,679	34,038	40,397
Annual - 202	29,120	35,811	42,501
Annual - 207	29,841	36,697	43,553
Annual - 225	32,436	39,888	47,340
Clerk, Attendance HS (192) Clerk, Attendance HS/Alternative Ed (192) Clerk, Special Services (207) Clerk, Corp Relations (207)		Registrar/Attendance Clerk, ES (202) Clerk, Athletics (225) Clerk, Community Programs (225)	

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	18.60	22.79	26.96
Annual - 187	27,826	34,094	40,332
Annual - 192	28,570	35,005	41,411
Annual - 206	30,653	37,558	44,430
Registrar, MS (206) Admin Asst, HS Counselor (192) Admin Asst, HS Special Services, HS (187)		Admin Asst, Assoc Principal (192) Admin Asst, HS Asst Principal (192)	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	19.72	24.17	28.59
Annual - 217	34,234	41,959	49,632
Annual - 225	35,496	43,506	51,462
Admin Asst, HS (225) Admin Asst, ES Principal (217)		Registrar, HS (225) Admin Asst, MS Principal (217)	

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	20.20	24.66	29.13
Annual - 225	36,360	44,388	52,434
Bookkeeper - HS Admin Asst, Athletics Admin Asst, Fine Arts Admin Asst, Special Services Admin Asst, Corp Relations & LTEF Admin Asst, Purchasing/Operations Admin Asst, C&I Directors			

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	21.77	26.64	31.55
Annual - 225	39,186	47,952	56,790
HR Technician			

Pay Grade 7

	Minimum	Midpoint	Maximum
Hourly	25.38	30.91	36.43
Annual - 225	45,684	55,638	65,574
Admin Asst, Assistant Superintendent			

Pay Grade 8

	Minimum	Midpoint	Maximum
Hourly	31.47	38.39	45.31
Annual - 225	56,646	69,102	81,558
Executive Asst, Superintendent			



FANS Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.26	21.18	25.10
Annual - 180	24,854	30,499	36,144
Annual - 207	28,583	35,074	41,566
Catering Cook (207)		Food & Nutrition Specialist (180)	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.02	22.16	26.30
Annual - 183	26,381	32,442	38,503
Food Service Manager, ES			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	18.60	22.79	26.96
Annual - 183	27,230	33,365	39,469
Annual - 225	33,480	41,022	48,528
Food Service Manager, District (183)		Food Service Manager, MS (183)	
Admin Asst, Food & Nutrition Services (225)		Food Service Asst. Manager, HS (183)	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	19.53	23.94	28.34
Annual - 183	28,592	35,048	41,490
Food Service Manager, Annex (183)			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	20.00	24.50	29.00
Annual - 183	29,280	35,868	42,456
Food Service Manager, HS			

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	21.77	26.64	31.55
Annual - 225	39,186	47,952	56,790
Nutrition & Catering Coord			

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	256.45	313.12	369.80
Annual - 225	57,701	309 70,452	83,205
Dietitian & Marketing Coord			



Professional Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Daily	256.45	313.11	369.79
Annual - 187	47,956	58,552	69,151
Annual - 195	50,008	61,056	72,109
Child Development Center Coord (195)		SLP Assistant (187)	

Pay Grade 2

	Minimum	Midpoint	Maximum
Daily	263.27	321.45	379.63
Annual - 207	54,497	66,540	78,583
Annual - 217	57,130	69,755	82,380
Reading Academy Specialist (217)		Teacher on Special Assignment (207)	
Instructional Technology Coach (217)		Instructional Coach (217)	
Instructional Coach, Early Lit/PreK (217)		Instructional Coach, Special Education (217)	

Pay Grade 3

	Minimum	Midpoint	Maximum
Daily	268.53	327.71	387.02
Annual - 187	50,215	61,282	72,373
Annual - 206	55,317	67,508	79,726
Annual - 217	58,271	71,113	83,983
Lead Nurse (206)		Nurse (187)	
At-Risk Coord (206)		Bilingual/ESL Coordinator (217)	

Pay Grade 4

	Minimum	Midpoint	Maximum
Daily	278.87	340.50	402.13
Annual - 187	52,149	63,674	75,198
Annual - 197	54,937	67,079	79,220
Annual - 225	62,746	76,613	90,479
ARD Facilitator (197)		Behavior Specialist (197)	
Behavior Specialist - Annual (225)		Lead Dyslexia Specialist (225)	
Licensed Clinical Social Worker (197)		Low Incidence Specialist (197)	
Orientation & Mobility Specialist (187)		Transition Specialist (197)	

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	290.52	351.02	411.55
Annual - 197	57,232	69,151	81,075
Annual - 206	59,847	72,310	84,779
Elem Counselor (197)	HS & MS Counselor (206)		

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	297.74	358.00	418.23
Annual - 187	55,677	66,946	78,209
Annual - 225	66,992	80,550	94,102
District Occupational Therapist (225) Physical Therapist (187)	Occupational Therapist (187)		

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	305.80	367.43	429.05
Annual - 197	60,243	72,384	84,523
Annual - 207	63,301	76,058	88,813
Annual - 225	68,805	82,672	96,536
Diagnostician (197) LSSP, Child Find (207)	LSSP (197) Lead LSSP (225)		

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	319.32	390.00	460.45
Annual - 187	59,713	72,930	86,104
Annual - 207	66,099	80,730	95,313
Annual - 225	71,847	87,750	103,601
Athletic Trainer (187) Lead Athletic Trainer (187) Speech Language Pathologist, Child Find (207)	Curriculum & Instruction Coord (225) Lead Speech Language Pathologist (225) Speech Language Pathologist (187)		



Provisional Compensation Plan – 2023-2024

Auxiliary, Clerical and Paraprofessional Substitutes: HR-approved temporary workers will be paid at the minimum hourly rate for the pay grade of the position for which they are temporarily assigned.

General and Special Education Teacher Substitutes:

Type	Daily Rate
Non-Certified	\$150.00
Non-Certified – 60+ days	\$160.00
Certified	\$170.00
Certified – 60+ days	\$180.00
Annual	\$190.00

Registered Nurse Substitutes: \$160.00 per day

Administrator Substitutes:

Position	Daily Rate
Assistant Principals	\$300.00
Elementary Principal	\$400.00
Middle School Principal	\$450.00
High School Principal	\$525.00



Specialist/Support Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	18.60	22.79	26.96
Annual - 225	33,480	41,022	48,528
Inventory Coordinator			

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	25.38	30.91	36.43
Annual - 225	45,684	55,638	65,574
Accounts Payable Specialist PEIMS Specialist		Community Relations Liaison	

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	26.39	32.20	37.99
Annual - 225	47,502	57,960	68,382
HR Specialist Payroll Specialist		Buyer	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	27.41	33.43	39.45
Annual - 225	49,338	60,174	71,010
Benefits/Leave Specialist Web & Multimedia Service Specialist		Communication Specialist	

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	28.42	34.63	40.84
Annual - 225	51,156	62,334	73,512
HR/Certification Specialist			

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	29.44	35.65	41.86
Annual - 225	52,992	64,170	75,348
HR Specialist II		Payroll Specialist II	

Pay Grade 7

	Minimum	Midpoint	Maximum
Hourly	29.94	35.41	40.88
Annual - 225	53,892	63,738	73,584
Police Officer			

Pay Grade 8

	Minimum	Midpoint	Maximum
Hourly	31.47	38.39	45.31
Annual - 225	56,646	69,102	81,558
PIA Specialist/Legal Assistant			

Pay Grade 9

	Minimum	Midpoint	Maximum
Daily	256.45	313.12	369.79
Annual - 225	57,701	70,452	83,203
Accountant		Accounts Payable Coordinator	

Pay Grade 10

	Minimum	Midpoint	Maximum
Daily	319.32	389.88	460.45
Annual - 225	71,847	87,723	103,601
PEIMS Coordinator		Police Lieutenant	

**Lake Travis
ISD
Teacher and Librarian Hiring Schedule
2023/2024**

Experience	Bachelors	Graduate
0	\$56,000	\$57,230
1	\$57,920	\$59,150
2	\$58,020	\$59,250
3	\$58,171	\$59,401
4	\$58,321	\$59,551
5	\$60,729	\$61,959
6	\$60,929	\$62,159
7	\$61,130	\$62,360
8	\$61,330	\$62,560
9	\$61,531	\$62,761
10	\$62,355	\$63,585
11	\$62,556	\$63,786
12	\$62,757	\$63,987
13	\$62,957	\$64,187
14	\$63,158	\$64,388
15	\$65,415	\$66,645
16	\$65,615	\$66,845
17	\$65,816	\$67,046
18	\$66,017	\$67,247
19	\$66,217	\$67,447
20	\$68,474	\$69,704
21	\$68,675	\$69,905
22	\$68,875	\$70,105
23	\$69,076	\$70,306
24	\$69,276	\$70,506
25	\$71,533	\$72,763
26	\$71,734	\$72,964
27	\$71,935	\$73,165
28	\$72,135	\$73,365
29	\$72,336	\$73,566
30	\$72,837	\$74,067
31	\$73,339	\$74,569
32	\$73,840	\$75,070
33	\$74,342	\$75,572
34	\$74,843	\$76,073
35	\$75,345	\$76,575
36+	\$75,845	\$77,075



Technology Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	19.72	24.17	28.59
Annual - 225	35,496	43,506	51,462
Admin Asst, Technology/Records		Information Systems Tech	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	21.77	26.64	31.55
Annual - 225	39,186	47,952	56,790
Technology Tech I			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	23.73	29.05	34.38
Annual - 225	42,714	55,290	61,884
Technology Tech II		Information System Specialist	

Pay Grade 4

	Minimum	Midpoint	Maximum
Daily	319.32	389.88	460.45
Annual - 225	71,847	87,723	103,601
Network Administrator Systems Administrator		Cybersecurity Coordinator Information Systems Administrator	

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	339.22	414.19	489.16
Annual - 225	76,325	93,193	110,061
Technical Project Engineer			

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	379.82	463.88	547.84
Annual - 225	85,482	104,373	123,264
Senior Systems Engineer			

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	389.05	473.22	559.16
Annual - 225	87,536	106,475	125,811
Asst Director, Technology			

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	508.16	620.47	732.78
Annual - 225	114,336	139,606	164,876
Exec Director, Technology/Information			



Transportation Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.26	21.18	25.10
Annual - 181	24,992	30,669	36,345
Bus Monitor		Bus Driver Trainee	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.60	22.79	26.96
Annual - 225	33,480	41,022	48,528
Admin Assistant Transportation			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	19.99	24.45	28.93
Annual - 181	28,946	35,404	41,891
Nurse Bus Monitor			

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	21.43	23.78	26.15
Annual - 240	41,146	45,658	50,208
Inventory & Fleet Clerk			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	22.33	27.24	32.15
Annual - 225	40,194	49,032	57,870
Dispatcher			

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	25.38	30.91	36.43
Annual - 181	36,750	44,758	52,751
Annual - 225	45,684	55,638	65,574
Bus Driver (181) Router & IT Specialist (225) Safety & Training Specialist (225)		Bus Driver, Special Education (181) Special Services Specialist (225)	

Pay Grade 7

	Minimum	Midpoint	Maximum
Hourly	26.39	32.20	37.99
Annual - 181	38,213	46,626	55,010
Annual - 240	50,669	61,824	72,941
Lead Bus Driver (181)	Mechanic (240)		

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	256.45	313.12	369.79
Annual - 225	57,701	70,452	83,203
Annual - 240	61,548	75,149	88,750
Fleet Manager (240)	Transportation Coordinator (225)		

Pay Grade 9

	Minimum	Midpoint	Maximum
Daily	372.20	454.46	536.71
Annual - 225	83,745	102,254	120,760
Director, Transportation			



Maintenance Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	18.60	22.79	26.96
Annual - 225	33,480	41,022	48,528
Admin Asst, Maintenance			

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	19.53	23.94	28.24
Annual - 240	37,498	45,965	54,413
Building Maintenance		Grounds/Building Maintenance	

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	21.32	26.00	30.68
Annual - 240	40,934	49,920	58,906
Building Specialist - Keys		Building Specialist - Irrigation	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	23.70	28.93	34.29
Annual - 240	45,504	55,546	65,837
Skilled Maintenance - Plumber Skilled Maintenance - HVAC		Skilled Maintenance - Electrician	

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	26.39	32.20	37.99
Annual - 240	50,669	61,824	72,941
Grounds/Maintenance Lead		Building Lead	

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	236.41	280.37	324.34
Annual - 240	56,738	67,289	77,842
Maintenance Manager			

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	372.20	454.46	536.71
Annual - 240	89,328	109,070	128,810
Director, Maintenance and Operations			



Paraprofessional Initial Pay Schedule 2023-2024

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.26	21.18	25.10
Annual - 174	24,026	29,483	34,939
Annual - 178	24,578	30,160	35,742
Annual - 187	25,821	31,685	37,550
Annual - 190	26,235	32,194	38,152
Aide, Attendance (187) Aide, CMC (187) Aide, Counseling (187) Aide, ESL (187) Aide, ISS (187) Aide, PE (187) Aide, Project Search (187) Assistive Technology Assistant (187) Child Care Provider (190) Elementary Monitor (174) Parking Patrol (174)			
Aide, Braillist (187) Aide, Color Guard (187) Aide, Dual Language (187) Aide, Fine Arts (187) Aide, Library (178) Aide, Pre-K (187) Aide, Special Education Level 1 (187) Bilingual Parent Liaison (187) Crossing Guard (174) HS Safety Monitor (174) MS Lunch Monitor (174)			

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.60	22.79	26.96
Annual - 187	27,826	34,094	40,382
Aide, Special Education Level 2			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	19.72	24.17	28.59
Annual - 187	29,501	36,158	42,771
Licensed Vocational Nurse			

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	21.77	26.64	31.55
Annual - 195	33,961	41,558	49,218
CDC Site Supervisor			