

Board Meeting 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 August 20, 2025, 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.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 *et seq* of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Open Meetings Act.

Notice regarding Public Comments/Citizen Participation: Participants must register to speak by either: (1) Completing and submitting the Public Participation form, available online, by 3:00 p.m. on the day of the meeting; or (2) Completing and submitting the Public Participation form in person at the designated meeting location on the scheduled meeting date, prior to the meeting's start time.

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. **Recognitions**
 - A. Lake Travis ISD Visual Arts - 2025 TAEA District of Distinction Award 4
4. Public Comments/Citizen Participation
5. **Public Hearing**
 - A. Public Hearing regarding the 2025 – 2026 Proposed Budget and Tax Rate 8
 - B. Public Hearing regarding Use of Federal Grant Funds during the 2025-2026 School Year 57
6. **Presentation/Discussion Items**
 - A. Presentation and Discussion of 2025 State Accountability Ratings 71
 - B. Presentation and Discussion of the July 2025 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, and 2018/2023/2024 Capital Projects Reports 78
7. **Consideration Items**

Section 551.074 - For the purpose of discussing the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee.

Section 551.0821 - For the purpose of deliberation on a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed by the deliberation, including to conduct a hearing and consider the appeal of a student intradistrict transfer denial.

11. Consideration Items Arising from Closed Session

A. Consideration of and Potential Action regarding a Student Transfer Denial Appeal

12. Adjournment



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis ISD Visual Arts – 2025 TAEA District of Distinction Award

RECOMMENDED ACTION

No action required. Recognition only.

RATIONALE

Congratulations to the LTISD Visual Arts program for being named a 2025 TAEA District of Distinction by the Texas Art Education Association. This prestigious award places LTISD among the top 8% of districts in Texas for art education—and marks the third consecutive year our district has received this honor.

Out of more than 1,200 eligible districts, only 109 met the rigorous 14-point rubric demonstrating a commitment to high-quality, comprehensive visual arts education. This recognition celebrates districts that integrate visual arts to foster creativity, support social-emotional learning, and build community connection.

LTISD will be officially recognized at the TAEA Fall Conference on November 21, 2025 in Round Rock.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Shannon Gill - Director of Fine Arts

Marco Alvarado - Executive Director for Communication & Community Relations

ATTACHMENTS

None

MEETING DATE

August 20, 2025



August 20, 2025
School Board Meeting
Special Recognition



Lake Travis ISD Visual Arts 2025 TAEA District of Distinction Award



2024-2025
Elementary Visual Arts Teachers



2024-2025
Secondary Visual Arts Teachers



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Public Hearing regarding the 2025-2026 Proposed Budget and Tax Rate

RECOMMENDED ACTION

No action required. Item is for public discussion only.

RATIONALE

Provide an administrative overview of the proposed budget and tax rate and give an opportunity for community input regarding the proposed budget and tax rate.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Susan Fambrough – Assistant Superintendent of Human Resources

Brad Goerke – Director of Finance

ATTACHMENTS

2025-2026 Official Budget

MEETING DATE

August 20, 2025



Lake Travis Independent School District

2025-2026 Official Budget

September 1, 2025 - August 31, 2026

Lake Travis ISD

2025-2026 Official Budget

Board of Trustees:

Lauren White, President
Dr. Phillip Davis, Vice President
Erin Archer, Secretary
Robert Aird, Trustee
Jonathan Bove, Trustee
Keely Cano, Trustee
Kris Woodcock, Trustee

District Administration:

Dr. Curtis Null
Superintendent of Schools

Tasha Barker
Asst. Superintendent of Organizational Services & Title IX Coordinator

Susan Fambrough
Asst. Superintendent of Human Resources

Dr. Bethany Medford
Asst. Superintendent of School Leadership

Pam Sanchez
Asst. Superintendent of Business Services

Stefani Vickery
Asst. Superintendent of Curriculum & Instruction

District Administration:

Marco Alvarado

Executive Director of Communications & Community Relations

Chris Woehl

Executive Director of Technology and Information System Services

Chad Crowson

General Counsel

Lake Travis ISD

Mission Statement

Lake Travis Independent School district is dedicated to fostering a vibrant and inclusive community where every individual belongs, thrives, and succeeds. Our commitment is to provide a best-in-class education that empowers students to excel academically, socially, and personally. We strive to create an environment that encourages continuous growth and innovation, preparing our students for the challenges and opportunities of the future. Central to our mission is a focus on the holistic well-being of our students, staff, and community, ensuring that each member feels supported, valued, and inspired to reach their full potential. Through collaboration, excellence, and a relentless pursuit of progress, we aim to cultivate lifelong learners and responsible citizens who positively impact the world around them.

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LAKE TRAVIS ISD

2025-2026 Official Budget

Overview:

The official 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 purpose 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.

The following document represents the financial plan for the Lake Travis Independent School District for the 2025-2026 fiscal year. This document culminates an intensive process involving input from parents, citizens, campus and administrative staff, the Superintendent and the Board of Trustees. The budget has been prepared in accordance with state regulations and local policies covering the required twelve-month period from September 1, 2025 through August 31, 2026.

Funding estimates were prepared under the current state funding legislation passed in the 89th Regular Legislative Session (HB 2). Under HB 2, funding increases included an increase to the Basic Allotment to \$6,215 (\$55 per ADA), a new Teacher Retention Allotment providing salary increases for teachers with three or more years of experience, a new Support Staff Retention Allotment, a new Basic Cost Allotment, a new Special Education Adjusted Allotment and an increase to the School Safety Allotment.

The District anticipates receiving approximately \$4.8 million in new funding to support legislative mandates and cover inflationary increases in goods and services. The District also identified a reduction of positions through attrition, 10% reduction in non-payroll expenditures and 50% in staff travel costs totaling approximately \$4.4 million.

The M&O tax rate compression increased along with a \$40,000 increase to the homestead exemption and \$60,000 increase to the Over 65/Disabled Person exemption. The Maximum Compression Rate approved by Texas Education Agency (TEA) for the 2025-2026 fiscal year decreases the M&O tax rate by 0.0259 cents.

Financial Status:

Under the School Financial Integrity Rating System of Texas (FIRST), Lake Travis ISD maintains a rating of A = Superior Achievement issued annually by the Texas Education Agency.

Lake Travis ISD proudly carries one of the highest credit ratings of any school district in the State of Texas. Debt issued by the District is currently rated AA+/AA+ by Standard & Poor's and Fitch, respectively.

The District began the 2024-2025 fiscal year with a fund balance of \$41 million. This healthy fund balance level will assist the District in continuing to absorb the impact of inflation and state funding adjustments. The District will also continue to identify and incorporate budget efficiencies wherever possible while meeting the needs of students with required services, enhancing student programs and providing instructional supports.

Legal Requirements:

Federal, state and local guidelines govern the budget development process. The annually adopted budget includes the General Fund, Food Service Fund and Debt Service Fund. For informational purposes, planning estimate amounts for the federal grant funds are included.

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 20th for districts with an August 31st fiscal year end. The code further requires that the president of the Board of Trustees call a public meeting, giving ten days public notice in a newspaper for the adoption of the District's budget. The Board of Trustees must adopt the prepared budget no later than August 31st. The officially adopted District budget must be filed with the TEA through the Public Education Information Management System (PEIMS) by the date prescribed annually by TEA. A budget comparison for the annually adopted budget is presented below in Table 1.

Table 1	Amended Budget 2024-2025	Proposed Budget 2025-2026	Change
General Fund	\$ 167,580,264	\$ 150,143,066	- 10.41%
Food Service Fund	\$ 6,723,325	\$ 6,911,500	+ 2.80%
Debt Service Fund	\$ 64,718,000	\$ 61,712,680	- 4.64%
Total	\$ 239,021,589	\$ 218,767,246	- 8.47%

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
ESTIMATED REVENUES, APPROPRIATED EXPENDITURES, OTHER RESOURCES AND USES, AND BALANCES
PROPOSED BUDGET
LEGALLY ADOPTED FUNDS
2025-2026 SCHOOL YEAR

		GENERAL FUND	FOOD SERVICE FUND	DEBT SERVICE FUND	TOTAL ALL FUNDS
REVENUE					
5700	LOCAL, INTERMEDIATE, OTHER	\$ 133,828,000	\$ 6,226,500	\$ 59,300,000	\$ 199,354,500
5800	STATE PROGRAM REVENUE	11,928,188	12,000	3,400,000	15,340,188
5900	FEDERAL PROGRAM REVENUE	158,500	673,000	-	831,500
	TOTAL REVENUES	<u>\$ 145,914,688</u>	<u>\$ 6,911,500</u>	<u>\$ 62,700,000</u>	<u>\$ 215,526,188</u>

EXPENDITURE

11	INSTRUCTION	\$ 68,524,148	\$ -	\$ -	\$ 68,524,148
12	INSTRUCTIONAL RESOURCES	1,073,267	-	-	1,073,267
13	INSTRUCTIONAL STAFF DEVELOPMENT	1,109,437	-	-	1,109,437
21	INSTRUCTIONAL ADMINISTRATION	2,163,620	-	-	2,163,620
23	SCHOOL ADMINISTRATION	6,118,653	-	-	6,118,653
31	GUIDANCE AND COUNSELING	5,543,707	-	-	5,543,707
32	SOCIAL WORK SERVICES	331,186	-	-	331,186
33	HEALTH SERVICE	1,077,410	-	-	1,077,410
34	PUPIL TRANSPORTATION-REGULAR	4,835,415	-	-	4,835,415
35	FOOD SERVICES	122,601	6,684,107	-	6,806,708
36	CO-CURRICULAR ACTIVITIES	2,663,157	-	-	2,663,157
41	GENERAL ADMINISTRATION	4,305,742 *	-	-	4,305,742
51	PLANT & MAINT OPERATIONS	13,041,493	227,393	-	13,268,886
52	SECURITY AND MONITORING	1,699,736	-	-	1,699,736
53	NON-INSTRUCTIONAL DATA PROCESSING	2,849,451	-	-	2,849,451
61	COMMUNITY EDUCATION	537,010	-	-	537,010
71	DEBT SERVICE	150,000	-	61,712,680	61,862,680
81	CONSTRUCTION	40,867	-	-	40,867
91	STATE TRANSFERS	32,724,406	-	-	32,724,406
93	SPECIAL ED TRANSFERS-DAY SCHOOL	116,760	-	-	116,760
95	JJAP TRANSFERS	15,000	-	-	15,000
99	OTHER INTERGOVERNMENTAL CHARGES	1,100,000	-	-	1,100,000
	TOTAL EXPENDITURES	<u>\$ 150,143,066</u>	<u>\$ 6,911,500</u>	<u>\$ 61,712,680</u>	<u>\$ 218,767,246</u>

OTHER RESOURCES AND (USES)

7000	OTHER RESOURCES	\$ -	\$ -	\$ -	\$ -
8000	OTHER USES	-	-	-	-
	TOTAL RESOURCES & USES	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

1200	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ (4,228,378)	\$ 0	\$ 987,320	\$ (3,241,058)
3100	BEGINNING FUND BALANCE, 9/1	32,504,503	1,214,099	10,742,182	44,460,784
3100	ENDING FUND BALANCE, 8/31	<u>\$ 28,276,125</u>	<u>\$ 1,214,099</u>	<u>\$ 11,729,502</u>	<u>\$ 41,219,726</u>

*Expenditure for legally-required newspaper notices 15,000
Expenditure for advocacy (lobbying activities) 3,000

The Official Budget for this district for the school year 2025-26 was adopted at a meeting of the Board of School Trustees on August 20, 2025 as evidenced in the Official School Board minutes. I certify, to the best of my knowledge, that the budget preparation and adoption is in accordance with provisions applicable to the Texas Education Code.

President, Board of Trustees
Lauren White

Secretary, Board of Trustees
Erin Archer

GENERAL FUND (199)

The General Fund serves as the primary operating fund of the school district, used to record financial transactions related to the district's daily operations and supported by multiple revenue sources.

The primary sources of revenue for the General Fund are property tax collections and foundation entitlements from the State. Additional revenues come from facility rentals, athletic gate receipts, summer school tuition, and interest earnings from investments of these funds.

The General Fund supports most of the district's operating expenditures, including payroll for majority of staff, and costs associated with instruction, campus administration, student support services, transportation, maintenance, utilities, general administration, and recapture payments.

The General Fund tax rate is proposed to be \$0.7122 per \$100 of taxable assessed property value.

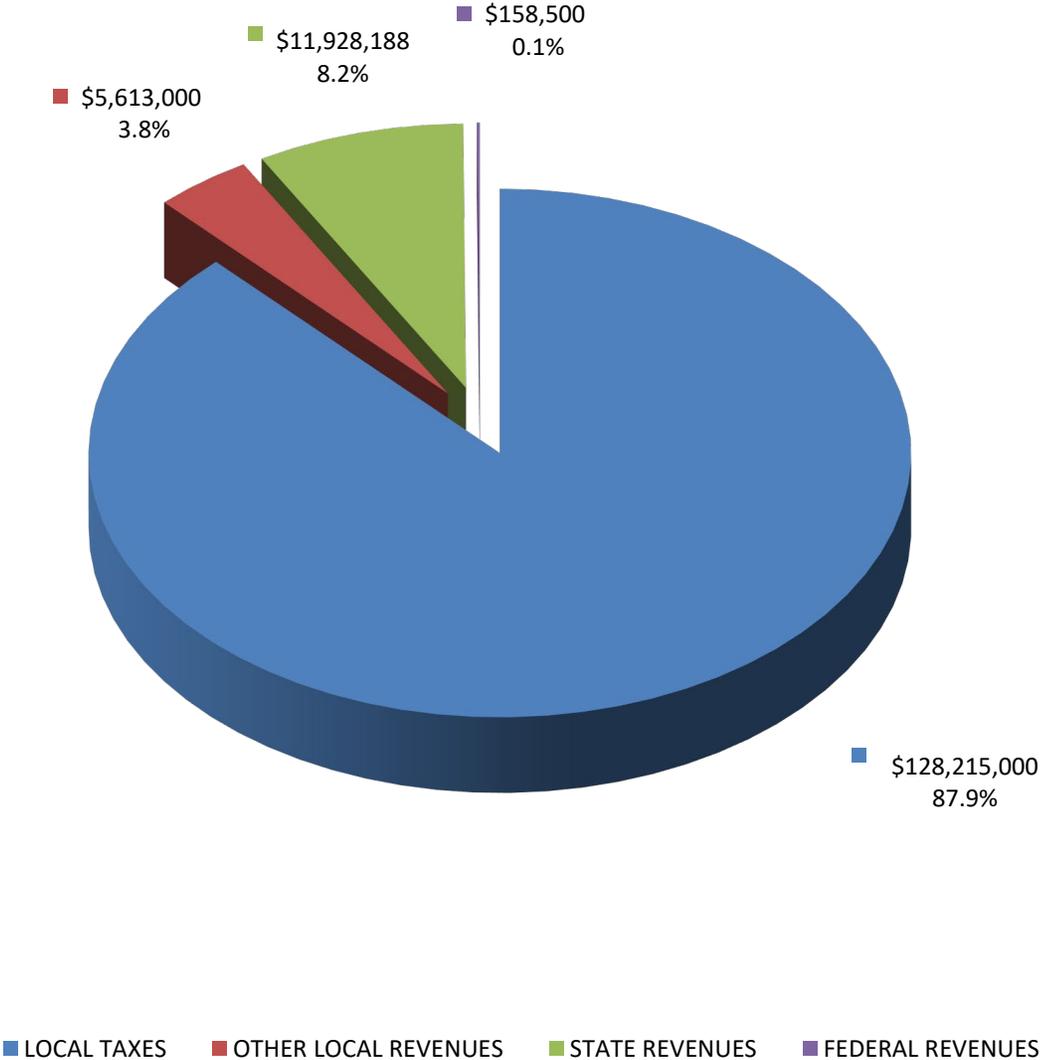
**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
BUDGET OVERVIEW**

		<u>2024-2025 ORIGINAL BUDGET</u>	<u>2024-2025 AMENDED BUDGET</u>	<u>2025-2026 PROPOSED BUDGET</u>	<u>CHANGE</u>
REVENUE					
5700	LOCAL, INTERMEDIATE, OTHER	\$ 148,150,000	\$ 144,560,000	\$ 133,828,000	\$ (10,732,000)
5800	STATE PROGRAM REVENUE	14,126,764	14,226,764	11,928,188	(2,298,576)
5900	FEDERAL PROGRAM REVENUE	158,500	158,500	158,500	0
	TOTAL REVENUES	<u>\$ 162,435,264</u>	<u>\$ 158,945,264</u>	<u>\$ 145,914,688</u>	<u>\$ (13,030,576)</u>
EXPENDITURE					
11	INSTRUCTION	\$ 67,261,000	\$ 68,104,000	\$ 68,524,148	\$ 420,148
12	INSTRUCTIONAL RESOURCES	1,071,983	1,071,983	1,073,267	1,284
13	INSTRUCTIONAL STAFF DEVELOPMENT	1,400,016	1,400,016	1,109,437	(290,579)
21	INSTRUCTIONAL ADMINISTRATION	2,361,963	2,361,963	2,163,620	(198,343)
23	SCHOOL ADMINISTRATION	5,828,584	5,828,584	6,118,653	290,069
31	GUIDANCE AND COUNSELING	5,784,061	5,484,061	5,543,707	59,646
32	SOCIAL WORK SERVICES	475,689	475,689	331,186	(144,503)
33	HEALTH SERVICE	1,087,609	1,087,609	1,077,410	(10,199)
34	PUPIL TRANSPORTATION	4,846,547	4,846,547	4,835,415	(11,132)
35	FOOD SERVICE	122,601	122,601	122,601	0
36	CO-CURRICULAR ACTIVITIES	2,745,259	2,745,259	2,663,157	(82,102)
41	GENERAL ADMINISTRATION	4,325,194	4,525,194	4,305,742	(219,452)
51	PLANT & MAINT OPERATIONS	12,678,467	12,778,467	13,041,493	263,026
52	SECURITY & MONITORING	1,696,927	1,696,927	1,699,736	2,809
53	NON-INSTRUCTIONAL DATA PROCESSING	3,136,783	3,136,783	2,849,451	(287,332)
61	COMMUNITY SERVICES	528,009	528,009	537,010	9,001
71	DEBT SERVICE	275,000	150,000	150,000	0
81	FACILITIES ACQUISITION/CONSTR.	40,867	40,867	40,867	0
91	STATE EQUALIZATION	49,786,945	50,063,945	32,724,406	(17,339,539)
93	SPEC. ED. TRANSFERS-DAY SCHOOL	66,760	66,760	116,760	50,000
95	JJAEP TRANSFERS	15,000	15,000	15,000	0
99	OTHER INTERGOVERNMENTAL CHARGES	1,050,000	1,050,000	1,100,000	50,000
	TOTAL EXPENDITURES	<u>\$ 166,585,264</u>	<u>\$ 167,580,264</u>	<u>\$ 150,143,066</u>	<u>\$ (17,437,198)</u>
OTHER RESOURCES AND (USES)					
7000	OTHER RESOURCES	\$ 150,000	\$ 0	\$ 0	\$ 0
8000	OTHER USES	0	0	0	0
	TOTAL RESOURCES & USES	<u>\$ 150,000</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
1200	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES AND OTHER USES	\$ (4,000,000)	\$ (8,635,000)	\$ (4,228,378)	\$ 4,406,622
3100	BEGINNING FUND BALANCE, 9/1	41,139,503	41,139,503	32,504,503	
3100	ENDING FUND BALANCE, 8/31	<u>\$ 37,139,503</u>	<u>\$ 32,504,503</u>	<u>\$ 28,276,125</u>	
	<i>Budgeted Expenditure for legally-required newspaper notices:</i>				
	<i>Object code 6491</i>	\$ 10,000	\$ 10,000	\$ 15,000	
	<i>Budgeted Expenditure for advocacy (lobbying activities):</i>				
	<i>Object code 6495</i>	\$ 10,000	\$ 10,000	\$ 3,000	

**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
REVENUE SOURCES**

		2024-2025 ORIGINAL BUDGET	2024-2025 AMENDED BUDGET	2025-2026 PROJECTED BUDGET	Percent of Total	Dollar Change
LOCAL & OTHER SOURCES-						
5711	LOCAL TAXES, CURRENT YEAR	\$ 140,500,000	\$ 138,200,000	\$ 127,165,000	87.15%	\$ (11,035,000)
571X	OTHER LOCAL TAXES	1,050,000	760,000	1,050,000	0.72%	290,000
5739	FEES, DUES, ETC.	175,000	175,000	175,000	0.12%	-
5742	EARNINGS ON INVESTMENTS	5,000,000	4,000,000	4,000,000	2.74%	-
5743	RENTALS	704,000	704,000	704,000	0.48%	-
5749	MISC REV FM LOCAL SOURCES	156,000	156,000	156,000	0.11%	-
5752	ATHLETIC ACTIVITY	508,000	508,000	508,000	0.35%	-
5769	COUNTY AVAILABLE	57,000	57,000	70,000	0.05%	13,000
	Total Local & Other Sources	\$ 148,150,000	\$ 144,560,000	\$ 133,828,000	91.72%	\$ (10,732,000)
STATE SOURCES-						
5811	AVAILABLE SCHOOL FUND	\$ 6,294,694	\$ 6,844,694	\$ 4,617,700	3.16%	\$ (2,226,994)
5812	STATE FOUNDATION FUND	1,909,296	1,459,296	1,337,714	0.92%	(121,582)
5829	MISCELLANEOUS STATE	-	-	-	0.00%	-
5831	TRS ON-BEHALF	5,922,774	5,922,774	5,972,774	4.09%	50,000
	Total State Sources	\$ 14,126,764	\$ 14,226,764	\$ 11,928,188	8.17%	\$ (2,298,576)
FEDERAL SOURCES-						
5931	MEDICAID	\$ 114,000	\$ 114,000	\$ 114,000	0.08%	\$ -
5932	RESIDENTIAL REIMBURSEMENT	\$ -	\$ -	\$ -	0.00%	\$ -
5949	E-RATE	\$ 44,500	\$ 44,500	\$ 44,500	0.03%	\$ -
	Total Federal Sources	\$ 158,500	\$ 158,500	\$ 158,500	0.11%	\$ -
TOTAL REVENUE-ALL SOURCES		\$ 162,435,264	\$ 158,945,264	\$ 145,914,688	100.00%	\$ (13,030,576)

**Lake Travis Independent School District
General Fund Revenue
2025-2026 Budget**



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

	2024-2025 ORIGINAL BUDGET	2024-2025 AMENDED BUDGET	2025-2026 PROPOSED BUDGET	CHANGE
Revenues-				
Local Sources	\$ 148,150,000	\$ 144,560,000	\$ 133,828,000	\$ (10,732,000)
State Sources	14,126,764	14,226,764	11,928,188	(2,298,576)
Federal Sources	158,500	158,500	158,500	0
TOTAL REVENUES	\$ <u>162,435,264</u>	\$ <u>158,945,264</u>	\$ <u>145,914,688</u>	\$ <u>(13,030,576)</u>
Expenditures-				
Function 11-Instruction				
6100 Payroll	\$ 62,757,831	\$ 63,070,607	\$ 63,941,406	\$ 870,799
6200 Contracted Services	1,905,213	2,310,101	1,982,969	(327,132)
6300 Supplies & Materials	2,340,506	2,394,265	2,336,617	(57,648)
6400 Other Operating	257,450	329,027	263,156	(65,871)
Total 11-Instruction	\$ 67,261,000	\$ 68,104,000	\$ 68,524,148	\$ 420,148
Function 12-Instructional Resources				
6100 Payroll	\$ 994,346	\$ 994,746	\$ 1,003,134	\$ 8,388
6200 Contracted Services	12,500	10,519	7,100	(3,419)
6300 Supplies & Materials	58,130	58,803	57,860	(943)
6400 Other Operating	7,007	7,915	5,173	(2,742)
Total 12-Instructional Resources	\$ 1,071,983	\$ 1,071,983	\$ 1,073,267	\$ 1,284
Function 13-Instructional Staff Development				
6100 Payroll	\$ 1,035,165	\$ 938,149	\$ 863,862	\$ (74,287)
6200 Contracted Services	195,900	232,900	122,300	(110,600)
6300 Supplies & Materials	25,000	35,649	22,500	(13,149)
6400 Other Operating	143,951	193,318	100,775	(92,543)
Total 13-Instructional Staff Development	\$ 1,400,016	\$ 1,400,016	\$ 1,109,437	\$ (290,579)
Function 21-Instructional Administration				
6100 Payroll	\$ 2,225,013	\$ 2,185,013	\$ 2,029,200	\$ (155,813)
6200 Contracted Services	37,000	33,930	45,000	11,070
6300 Supplies & Materials	49,150	86,700	61,070	(25,630)
6400 Other Operating	50,800	56,320	28,350	(27,970)
Total 21-Instructional Administration	\$ 2,361,963	\$ 2,361,963	\$ 2,163,620	\$ (198,343)
Function 23-School Administration				
6100 Payroll	\$ 5,725,279	\$ 5,699,534	\$ 6,019,730	\$ 320,196
6200 Contracted Services	1,000	-	1,000	1,000
6300 Supplies & Materials	73,887	98,962	76,725	(22,237)
6400 Other Operating	28,418	30,088	21,198	(8,890)
Total 23-School Administration	\$ 5,828,584	\$ 5,828,584	\$ 6,118,653	\$ 290,069
Function 31-Guidance and Counseling				
6100 Payroll	\$ 4,986,016	\$ 4,677,306	\$ 4,850,589	\$ 173,283
6200 Contracted Services	725,000	727,578	625,985	(101,593)
6300 Supplies & Materials	57,050	60,751	57,572	(3,179)
6400 Other Operating	15,995	18,426	9,561	(8,865)
Total 31-Guidance and Counseling	\$ 5,784,061	\$ 5,484,061	\$ 5,543,707	\$ 59,646
Function 32-Social Work Services				
6100 Payroll	\$ 458,989	\$ 458,989	\$ 321,686	\$ (137,303)
6200 Contracted Services	0	0	0	0
6300 Supplies & Materials	4,200	4,200	2,200	(2,000)
6400 Other Operating	12,500	12,500	7,300	(5,200)
Total 32-Social Work Services	\$ 475,689	\$ 475,689	\$ 331,186	\$ (144,503)
Function 33-Health Services				
6100 Payroll	\$ 1,054,372	\$ 1,048,148	\$ 1,053,653	\$ 5,505
6200 Contracted Services	3,090	3,090	1,585	(1,505)
6300 Supplies & Materials	26,222	32,446	20,710	(11,736)
6400 Other Operating	3,925	3,925	1,462	(2,463)
Total 33-Health Services	\$ 1,087,609	\$ 1,087,609	\$ 1,077,410	\$ (10,199)

Function 34-Pupil Transportation				
6100 Payroll	\$ 4,124,297	\$ 4,114,297	\$ 4,153,690	\$ 39,393
6200 Contracted Services	188,250	262,083	173,500	(88,583)
6300 Supplies & Materials	785,000	721,267	766,500	45,233
6400 Other Operating	<u>(251,000)</u>	<u>(251,100)</u>	<u>(258,275)</u>	<u>(7,175)</u>
Total 34-Pupil Transportation	\$ 4,846,547	\$ 4,846,547	\$ 4,835,415	\$ (11,132)
Function 35-Food Services				
6100 Payroll	\$ 122,601	\$ 122,601	\$ 122,601	\$ 0
6200 Contracted Services	0	0	0	0
6300 Supplies & Materials	0	0	0	0
6400 Other Operating	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total 35-Food Services	\$ 122,601	\$ 122,601	\$ 122,601	\$ 0
Function 36-Co-Curricular Activities				
6100 Payroll	\$ 1,659,576	\$ 1,615,146	\$ 1,609,099	\$ (6,047)
6200 Contracted Services	214,260	191,950	196,635	4,685
6300 Supplies & Materials	185,900	191,408	162,649	(28,759)
6400 Other Operating	<u>685,523</u>	<u>746,755</u>	<u>694,774</u>	<u>(51,981)</u>
Total 36-Co-Curricular Activities	\$ 2,745,259	\$ 2,745,259	\$ 2,663,157	\$ (82,102)
Function 41-General Administration				
6100 Payroll	\$ 3,399,443	\$ 3,367,868	\$ 3,375,080	\$ 7,212
6200 Contracted Services	537,050	778,710	497,985	(280,725)
6300 Supplies & Materials	75,491	100,246	125,471	25,225
6400 Other Operating	<u>313,210</u>	<u>278,370</u>	<u>307,206</u>	<u>28,836</u>
Total 41-General Administration	\$ 4,325,194	\$ 4,525,194	\$ 4,305,742	\$ (219,452)
Function 51-Plant and Maintenance Operations				
6100 Payroll	\$ 2,344,545	\$ 2,336,545	\$ 2,358,704	\$ 22,159
6200 Contracted Services	8,880,322	8,815,322	8,964,734	149,412
6300 Supplies & Materials	542,500	630,500	571,255	(59,245)
6400 Other Operating	<u>911,100</u>	<u>996,100</u>	<u>1,146,800</u>	<u>150,700</u>
Total 51-Plant and Maintenance Operations	\$ 12,678,467	\$ 12,778,467	\$ 13,041,493	\$ 263,026
Function 52-Security and Monitoring				
6100 Payroll	\$ 1,547,927	\$ 1,525,927	\$ 1,537,586	\$ 11,659
6200 Contracted Services	36,000	106,000	110,000	4,000
6300 Supplies & Materials	91,000	63,392	49,150	(14,242)
6400 Other Operating	<u>22,000</u>	<u>1,608</u>	<u>3,000</u>	<u>1,392</u>
Total 52-Security and Monitoring	\$ 1,696,927	\$ 1,696,927	\$ 1,699,736	\$ 2,809
Function 53-Data Processing Services				
6100 Payroll	\$ 1,565,783	\$ 1,565,783	\$ 1,441,835	\$ (123,948)
6200 Contracted Services	680,326	680,326	618,179	(62,147)
6300 Supplies & Materials	836,674	834,674	723,687	(110,987)
6400 Other Operating	<u>54,000</u>	<u>56,000</u>	<u>65,750</u>	<u>9,750</u>
Total 53-Data Processing Services	\$ 3,136,783	\$ 3,136,783	\$ 2,849,451	\$ (287,332)
Function 61-Community Services				
6100 Payroll	\$ 463,009	\$ 463,009	\$ 470,910	\$ 7,901
6200 Contracted Services	60,000	58,000	60,000	2,000
6300 Supplies & Materials	3,000	5,000	4,700	(300)
6400 Other Operating	<u>2,000</u>	<u>2,000</u>	<u>1,400</u>	<u>(600)</u>
Total 61-Community Services	\$ 528,009	\$ 528,009	\$ 537,010	\$ 9,001
Function 71-Debt Services				
6100 Payroll	\$ 0	\$ 0	\$ 0	\$ 0
6200 Contracted Services	0	0	0	0
6300 Supplies & Materials	0	0	0	0
6500 Debt Related Payments	<u>275,000</u>	<u>150,000</u>	<u>150,000</u>	<u>0</u>
Total 71-Debt Services	\$ 275,000	\$ 150,000	\$ 150,000	\$ 0
Function 81-Facility Acquisitions/Construction				
6100 Payroll	\$ 40,867	\$ 40,867	\$ 40,867	\$ 0
6200 Contracted Services	0	0	0	0
6300 Supplies & Materials	0	0	0	0
6400 Other Operating	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total 81-Facility Acquisitions/Construction	\$ 40,867	\$ 40,867	\$ 40,867	\$ 0

Function 91-State Equilization (Recapture)				
6100 Payroll	\$ 0	\$ 0	\$ 0	\$ 0
6200 Contracted Services	49,786,945	50,063,945	32,724,406	(17,339,539)
6300 Supplies & Materials	0	0	0	0
6400 Other Operating	0	0	0	0
Total 91-State Equilization (Recapture)	\$ 49,786,945	\$ 50,063,945	\$ 32,724,406	\$ (17,339,539)
Function 93-Special Ed. Transfers-Day School				
6100 Payroll	\$ 0	\$ 0	\$ 0	\$ 0
6200 Contracted Services	0	0	0	0
6300 Supplies & Materials	0	0	0	0
6400 Other Operating	66,760	66,760	116,760	50,000
Total 93-Special Ed. Transfers-Day School	\$ 66,760	\$ 66,760	\$ 116,760	\$ 50,000
Function 95-JJAEP Transfers				
6100 Payroll	\$ 0	\$ 0	\$ 0	\$ 0
6200 Contracted Services	15,000	15,000	15,000	0
6300 Supplies & Materials	0	0	0	0
6400 Other Operating	0	0	0	0
Total 95-JJAEP Transfers	\$ 15,000	\$ 15,000	\$ 15,000	\$ 0
Function 99-Other Intergovernmental Charges				
6100 Payroll	\$ 0	\$ 0	\$ 0	\$ 0
6200 Contracted Services	1,050,000	1,050,000	1,100,000	50,000
6300 Supplies & Materials	0	0	0	0
6400 Other Operating	0	0	0	0
Total 99-Other Intergovernmental Charges	\$ 1,050,000	\$ 1,050,000	\$ 1,100,000	\$ 50,000
TOTAL EXPENDITURES	\$ 166,585,264	\$ 167,580,264	\$ 150,143,066	\$ (17,437,198)
OTHER RESOURCES	\$ 150,000	\$ 0	\$ 0	\$ 0
OTHER USES	0	0	0	0
TOTAL RESOURCES & USES	\$ 150,000	\$ 0	\$ 0	\$ 0
EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ (4,000,000)	\$ (8,635,000)	\$ (4,228,378)	\$ 4,406,622
BEGINNING FUND BALANCE, 9/1	41,139,503	41,139,503	32,504,503	
ENDING FUND BALANCE, 8/31	\$ 37,139,503	\$ 32,504,503	\$ 28,276,125	

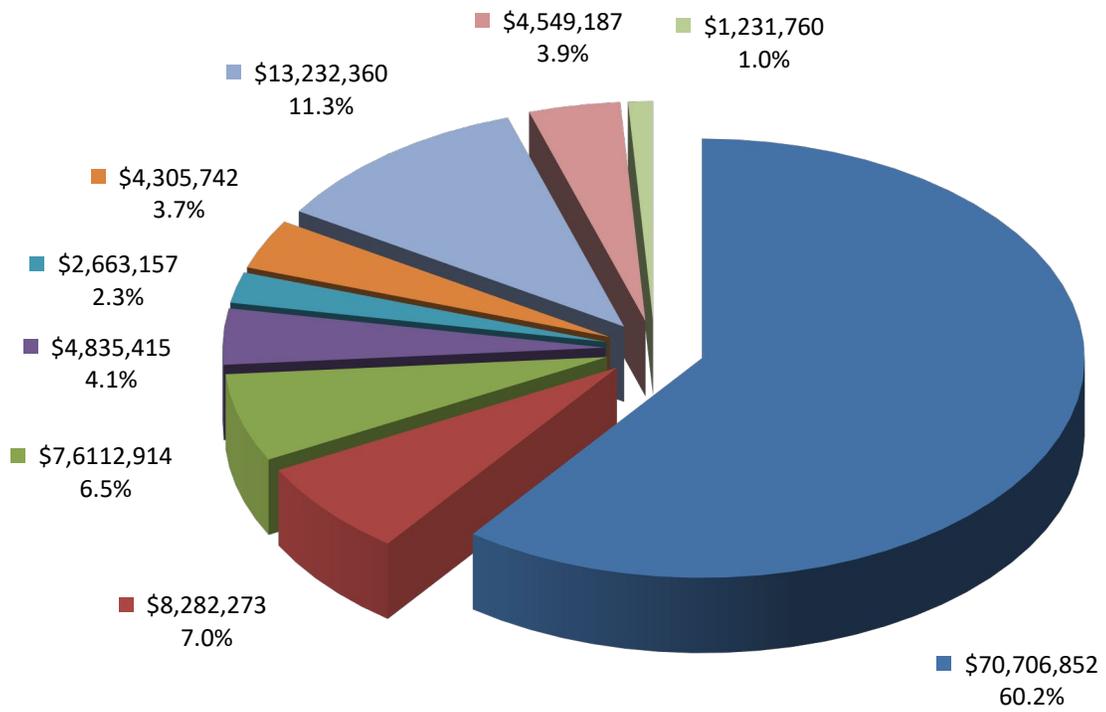
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

2025-2026 PROPOSED GENERAL FUND

Expenditure Budget Summary by Function and Object

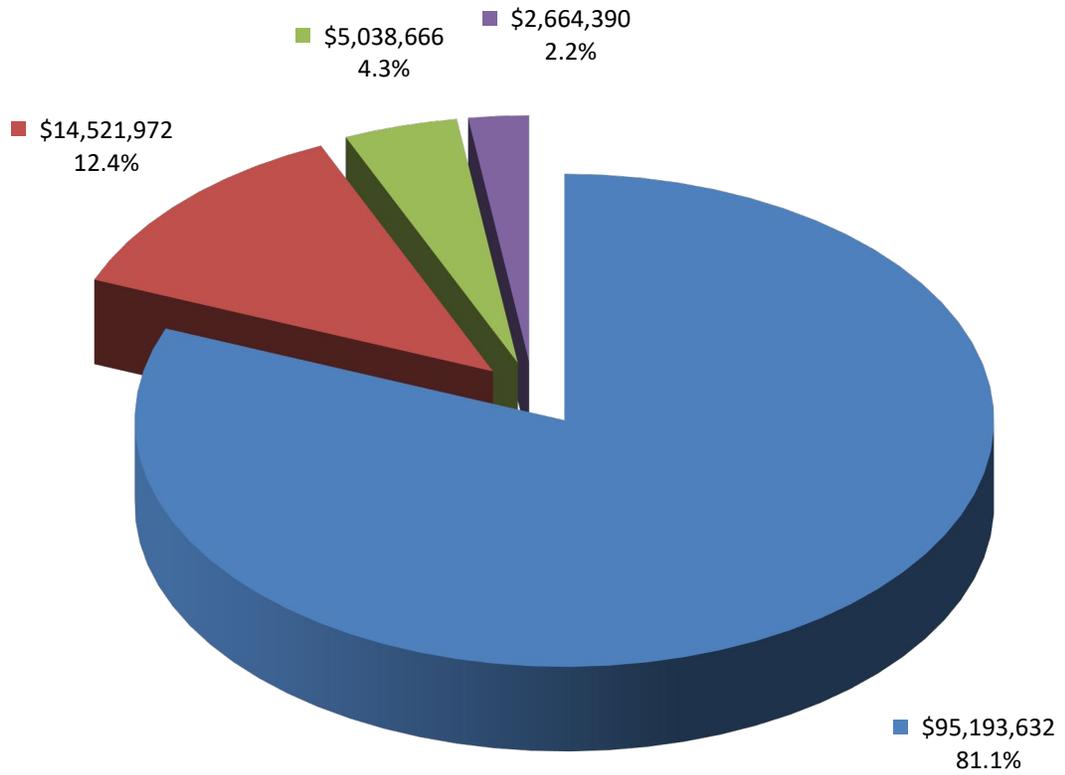
Function	PAYROLL SERVICES (61XX)	CONTRACTED SERVICES (62XX)	SUPPLIES/ MATERIALS (63XX)	OTHER EXPENSES (64XX)	DEBT EXPENSES (65XX)	TOTALS	FCT. %
INSTRUCTION & INSTRUCTIONAL RELATED SERVICES							
11 INSTRUCTION & INSTRUCTIONAL RELATED SERVICES	\$ 63,941,406	\$ 1,982,969	\$ 2,336,617	\$ 263,156	\$ -	\$ 68,524,148	58.36%
12 INSTRUCTIONAL RESOURCES	\$ 1,003,134	\$ 7,100	\$ 57,860	\$ 5,173	\$ -	\$ 1,073,267	0.91%
13 INSTRUCTIONAL STAFF DEVELOPMENT	\$ 863,862	\$ 122,300	\$ 22,500	\$ 100,775	\$ -	\$ 1,109,437	0.94%
INSTRUCTIONAL & SCHOOL LEADERSHIP							
21 INSTRUCTIONAL LEADERSHIP	\$ 2,029,200	\$ 45,000	\$ 61,070	\$ 28,350	\$ -	\$ 2,163,620	1.84%
23 SCHOOL LEADERSHIP	\$ 6,019,730	\$ 1,000	\$ 76,725	\$ 21,198	\$ -	\$ 6,118,653	5.21%
STUDENT SERVICES							
31 GUIDANCE & COUNSELING	\$ 4,850,589	\$ 625,985	\$ 57,572	\$ 9,561	\$ -	\$ 5,543,707	4.72%
32 SOCIAL WORK SERVICES	\$ 321,686	\$ -	\$ 2,200	\$ 7,300	\$ -	\$ 331,186	0.28%
33 HEALTH SERVICES	\$ 1,053,653	\$ 1,585	\$ 20,710	\$ 1,462	\$ -	\$ 1,077,410	0.92%
35 NUTRITIONAL SERVICES	\$ 122,601	\$ -	\$ -	\$ -	\$ -	\$ 122,601	0.10%
61 COMMUNITY SERVICES	\$ 470,910	\$ 60,000	\$ 4,700	\$ 1,400	\$ -	\$ 537,010	0.46%
34 STUDENT TRANSPORTATION	\$ 4,153,690	\$ 173,500	\$ 766,500	\$ (258,275)	\$ -	\$ 4,835,415	4.12%
36 CO-CURRICULAR ACTIVITIES	\$ 1,609,099	\$ 196,635	\$ 162,649	\$ 694,774	\$ -	\$ 2,663,157	2.27%
41 GENERAL ADMINISTRATION	\$ 3,375,080	\$ 497,985	\$ 125,471	\$ 307,206	\$ -	\$ 4,305,742	3.67%
51 PLANT MAINTENANCE & OPERATIONS	\$ 2,358,704	\$ 8,964,734	\$ 571,255	\$ 1,146,800	\$ -	\$ 13,041,493	11.11%
SUPPORT SERVICES-NON STUDENTS							
52 SECURITY SERVICES	\$ 1,537,586	\$ 110,000	\$ 49,150	\$ 3,000	\$ -	\$ 1,699,736	1.45%
53 DATA PROCESSING SERVICES	\$ 1,441,835	\$ 618,179	\$ 723,687	\$ 65,750	\$ -	\$ 2,849,451	2.43%
71 DEBT SERVICES	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	0.13%
81 FACILITY ACQUISITIONS/CONSTRUCTION	\$ 40,867	\$ -	\$ -	\$ -	\$ -	\$ 40,867	0.03%
OTHER GOVERNMENTAL CHARGES							
93 SPECIAL ED. TRANSFERS-DAY SCHOOL	\$ -	\$ -	\$ -	\$ 116,760	\$ -	\$ 116,760	0.10%
95 JJAEP TRANSFERS	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	0.01%
99 OTHER INTERGOVERNMENTAL COSTS	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ 1,100,000	0.94%
TOTAL OPERATING EXPENDITURES	\$ 95,193,632	\$ 14,521,972	\$ 5,038,666	\$ 2,514,390	\$ 150,000	\$ 117,418,660	100.00%
PERCENTAGES BY OBJECT							
	81.07%	12.37%	4.29%	2.14%	0.13%	100.00%	
91 STATE EQUALIZATION PAYMENTS (RECAPTURE)	\$ -	\$ 32,724,406	\$ -	\$ -	\$ -	\$ 32,724,406	
TOTAL EXPENDITURES	\$ 95,193,632	\$ 47,246,378	\$ 5,038,666	\$ 2,514,390	\$ 150,000	\$ 150,143,066	

Lake Travis Independent School District 2025-2026 General Fund Budget Expenditures-by Function (net recapture)



- INSTRUCTION (11, 12, 13)
- INSTRUCTIONAL & SCHOOL LEADERSHIP (21, 23)
- STUDENT SERVICES (31, 32, 33, 35, 61)
- TRANSPORTATION (34)
- CO-CURRICULAR (ATHLETICS & FINE ARTS) (36)
- GENERAL ADMINISTRATION (41)
- PLANT & MAINTENANCE (51, 71, 81)
- SUPPORT SERVICES-NON STUDENTS (52, 53)
- OTHER GOVERNMENTAL COSTS (92, 93, 95, 99)

Lake Travis Independent School District
2025-2026 General Fund Budget
Expenditures-by Object (net recapture)



- PAYROLL COSTS (6100)
- PURCHASED & CONTRACTED SERVICES (6200)
- SUPPLIES & MATERIALS (6300)
- OTHER OPERATING EXPENSES (6400, 6600)

DEBT SERVICE FUND (599)

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

The payment of outstanding debt is funded through tax revenue generated by the Interest & Sinking Fund tax rate and interest earnings from investments of these funds.

The Interest & Sinking Fund tax rate is proposed to be \$0.3275 per \$100 of taxable assessed property value.

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

	<u>2024-2025 ORIGINAL BUDGET</u>	<u>2024-2025 AMENDED BUDGET</u>	<u>2025-2026 PROPOSED BUDGET</u>	<u>CHANGE</u>
REVENUES:				
Local Tax Revenues	\$ 63,800,000	\$ 62,300,000	\$ 59,300,000	\$ (3,000,000)
State Program Revenues	3,400,000	2,418,000	3,400,000	982,000
TOTAL REVENUES	<u>\$ 67,200,000</u>	<u>\$ 64,718,000</u>	<u>\$ 62,700,000</u>	<u>\$ (2,018,000)</u>
EXPENDITURES:				
Function 71				
Principal	\$ 41,585,000	\$ 40,573,000	\$ 39,605,000	\$ (968,000)
Interest & Fees	24,124,690	24,124,690	22,077,680	(2,047,010)
Other	20,310	20,310	30,000	9,690
TOTAL EXPENDITURES	<u>\$ 65,730,000</u>	<u>\$ 64,718,000</u>	<u>\$ 61,712,680</u>	<u>\$ (3,005,320)</u>
OTHER RESOURCES AND (USES):				
OTHER RESOURCES	\$ 0	\$ 0	\$ 0	\$ 0
OTHER USES	0	0	0	0
TOTAL RESOURCES & USES	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ 1,470,000	\$ 0	\$ 987,320	\$ 987,320
BEGINNING FUND BALANCE, 9/1	10,742,182	10,742,182	10,742,182	
ENDING FUND BALANCE, 8/31	<u>\$ 12,212,182</u>	<u>\$ 10,742,182</u>	<u>\$ 11,729,502</u>	

Lake Travis Independent School District
Debt Service Payment Schedule
FY 2025-2026

Series	Date	Principal	Interest	Total Payment	Due in Fiscal Year
2017	02/15/2026	\$ 25,680,000	\$ 1,330,050	\$ 27,010,050	
2017	08/15/2026	\$ -	\$ 1,228,925	\$ 1,228,925	\$ 28,238,975
2018A	02/15/2026	\$ 220,000	\$ 983,175	\$ 1,203,175	
2018A	08/15/2026	\$ -	\$ 927,675	\$ 927,675	\$ 2,130,850
2019	02/15/2026	\$ 2,200,000	\$ 1,664,525	\$ 3,864,525	
2019	08/15/2026	\$ -	\$ 1,609,025	\$ 1,609,025	\$ 5,473,550
2020	02/15/2026	\$ 4,275,000	\$ 879,534	\$ 5,154,534	
2020	08/15/2026	\$ -	\$ 772,659	\$ 772,659	\$ 5,927,193
2023	02/15/2026	\$ 4,710,000	\$ 5,866,181	\$ 10,576,181	
2023	08/15/2026	\$ -	\$ 5,748,431	\$ 5,748,431	\$ 16,324,612
2024	02/15/2026	\$ 500,000	\$ 357,600	\$ 857,600	
2024	08/15/2026	\$ -	\$ 345,100	\$ 345,100	\$ 1,202,700
		\$ 37,585,000	\$ 21,712,880	\$ 59,297,880	\$ 59,297,880

Lake Travis Independent School District
Total Bonded Debt Outstanding
2025-2026

Fiscal Year	Principal	Interest	Total Payment
2026	\$ 17,970,000	\$ 21,712,880	\$ 39,682,880
2027	\$ 18,750,000	\$ 20,794,880	\$ 39,544,880
2028	\$ 16,935,000	\$ 19,902,755	\$ 36,837,755
2029	\$ 17,910,000	\$ 19,031,630	\$ 36,941,630
2030	\$ 16,835,000	\$ 18,176,505	\$ 35,011,505
2031	\$ 19,820,000	\$ 17,375,172	\$ 37,195,172
2032	\$ 20,780,000	\$ 16,548,138	\$ 37,328,138
2033	\$ 21,740,000	\$ 15,687,100	\$ 37,427,100
2034	\$ 23,320,000	\$ 14,807,822	\$ 38,127,822
2035	\$ 23,295,000	\$ 13,906,848	\$ 37,201,848
2036	\$ 27,470,000	\$ 12,917,476	\$ 40,387,476
2037	\$ 18,610,000	\$ 11,960,413	\$ 30,570,413
2038	\$ 19,440,000	\$ 11,106,788	\$ 30,546,788
2039	\$ 20,315,000	\$ 10,214,313	\$ 30,529,313
2040	\$ 21,160,000	\$ 9,346,688	\$ 30,506,688
2041	\$ 15,185,000	\$ 8,639,419	\$ 23,824,419
2042	\$ 15,810,000	\$ 8,014,575	\$ 23,824,575
2043	\$ 16,490,000	\$ 7,342,300	\$ 23,832,300
2044	\$ 20,915,000	\$ 6,566,500	\$ 27,481,500
2045	\$ 20,550,000	\$ 5,729,463	\$ 26,279,463
2046	\$ 21,380,000	\$ 4,904,088	\$ 26,284,088
2047	\$ 16,640,000	\$ 4,150,425	\$ 20,790,425
2048	\$ 17,315,000	\$ 3,471,325	\$ 20,786,325
2049	\$ 13,485,000	\$ 2,838,469	\$ 16,323,469
2050	\$ 14,070,000	\$ 2,252,925	\$ 16,322,925
2051	\$ 14,680,000	\$ 1,641,988	\$ 16,321,988
2052	\$ 15,315,000	\$ 1,004,594	\$ 16,319,594
2053	\$ 15,980,000	\$ 339,575	\$ 16,319,575
\$ 522,165,000	\$ 290,385,054	\$ 812,550,054	

FOOD SERVICE FUND (240)

The Food Service Fund is used for programs using federal reimbursement revenues originating from the United States Department of Agriculture (USDA).

Elementary campuses participate in the National School Lunch Program. Students qualifying under the national guidelines receive free or reduced priced meals.

The operation costs of the Food & Nutrition Program are offset by revenues generated from meal charges and federal reimbursements.

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

	<u>2024-2025 ORIGINAL BUDGET</u>	<u>2024-2025 AMENDED BUDGET</u>	<u>2025-2026 PROPOSED BUDGET</u>	<u>CHANGE</u>
REVENUES:				
Local Revenues	\$ 5,961,500	\$ 5,961,500	\$ 6,226,500	\$ 265,000
State Revenues	10,000	10,000	12,000	2,000
Federal Revenues	751,825	751,825	673,000	(78,825)
TOTAL REVENUES	<u>\$ 6,723,325</u>	<u>\$ 6,723,325</u>	<u>\$ 6,911,500</u>	<u>\$ 188,175</u>
EXPENDITURES:				
Function 35				
Payroll	\$ 2,793,341	\$ 2,773,341	\$ 2,860,007	\$ 86,666
Contracted Services	105,000	125,000	100,900	(24,100)
Supplies & Materials	3,606,984	3,606,434	3,707,250	100,816
Other Operating	18,000	18,550	15,950	(2,600)
Capital Outlay	0	0	0	0
Total 35-Food Service	<u>\$ 6,523,325</u>	<u>\$ 6,523,325</u>	<u>\$ 6,684,107</u>	<u>\$ 160,782</u>
EXPENDITURES:				
Function 51				
Contracted Services	\$ 200,000	\$ 168,000	\$ 200,000	\$ 32,000
Supplies & Materials	0	32,000	27,393	(4,607)
Total 51-Plant and Maintenance Operations	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 227,393</u>	<u>\$ 27,393</u>
TOTAL EXPENDITURES	<u>\$ 6,723,325</u>	<u>\$ 6,723,325</u>	<u>\$ 6,911,500</u>	<u>\$ 188,175</u>
OTHER RESOURCES	\$ 0	\$ 0	\$ 0	\$ 0
OTHER USES	0	0	0	0
TOTAL RESOURCES & USES	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ 0	\$ 0	\$ 0	\$ 0
BEGINNING FUND BALANCE, 9/1	\$ 1,214,099	\$ 1,214,099	\$ 1,214,099	\$ 0
ENDING FUND BALANCE, 8/31	<u>\$ 1,214,099</u>	<u>\$ 1,214,099</u>	<u>\$ 1,214,099</u>	<u>\$ 0</u>

TAX SECTION

The total tax rate is comprised of the Maintenance and Operations (M&O) and the Interest and Sinking (I&S or debt service) tax rates.

The adoption of the tax rates to support the General Fund and Debt Service Fund is not allowed prior to TEA approving the Maximum Compressed Tax Rate (MCR) for the maintenance and operations budget.

The M&O tax rate must not exceed the MCR plus previously voter-approved Tier 2 (Golden) pennies. The District currently has eight Tier 2 pennies approved.

Lake Travis Independent School District
Projected Property Values and Estimated Tax Revenues
FY 2025-2026

	<u>General Operating</u>	<u>Debt Service</u>
Estimated Taxable Values	\$ 20,130,317,384	\$ 20,130,317,384
Frozen Values for Disabled & Over 65	3,195,621,445	3,195,621,445
Net Estimated Taxable Value	<u>\$ 16,934,695,939</u>	<u>\$ 16,934,695,939</u>
Tax Rate	\$ 0.7122	\$ 0.3275
Tax Revenue	\$ 120,608,905	\$ 55,461,129
Tax Levy on Frozen Accounts	<u>12,444,857</u>	<u>5,722,677</u>
Net Tax Levy	<u>\$ 133,053,762</u>	<u>\$ 61,183,806</u>
Collection Rate	98.50%	98.50%
Net Tax Revenue	\$ 131,057,955	\$ 60,266,048
Delinquent Tax	200,000	-
Penalty and Interest	<u>850,000</u>	<u>300,000</u>
Estimated Tax Revenues	<u>\$ 132,107,955</u>	<u>\$ 60,566,048</u>

Lake Travis Independent School District Budget Impact on Taxpayers

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Proposed Budget 2025-2026
Average Assessed/Market Value of a Home	\$ 470,251	\$ 489,982	\$ 532,866	\$ 553,531	\$ 557,361	\$ 649,536	\$ 1,028,482	\$ 1,028,258	\$ 976,177	\$ 934,654
Average Taxable Value	\$ 344,320	\$ 361,612	\$ 385,976	\$ 406,815	\$ 416,795	\$ 455,485	\$ 508,561	\$ 519,678	\$ 572,230	\$ 549,827
Maintenance & Operations Rate	\$ 1.0400	\$ 1.0600	\$ 1.0600	\$ 0.9900	\$ 0.9764	\$ 0.9026	\$ 0.8846	\$ 0.7466	\$ 0.7381	\$ 0.7122
Interest & Sinking Rate	\$ 0.3675	\$ 0.3475	\$ 0.3475	\$ 0.3475	\$ 0.3475	\$ 0.3275	\$ 0.3275	\$ 0.3275	\$ 0.3275	\$ 0.3275
Total Property Tax Rate	\$ 1.4075	\$ 1.4075	\$ 1.4075	\$ 1.3375	\$ 1.3239	\$ 1.2301	\$ 1.2121	\$ 1.0741	\$ 1.0656	\$ 1.0397
Property Tax Due	\$ 4,846	\$ 5,090	\$ 5,433	\$ 5,441	\$ 5,518	\$ 5,603	\$ 6,164	\$ 5,582	\$ 6,098	\$ 5,717
Increase/(Decrease) in Taxes from Prior Year	\$ 294	\$ 243	\$ 343	\$ 9	\$ 77	\$ 85	\$ 561	\$ (582)	\$ 516	\$ (381)
Property Tax Percent Increase/(Decrease) from Prior Year	6.47%	5.02%	6.74%	0.16%	1.41%	1.54%	10.02%	-9.45%	9.24%	-6.25%

Increase/(Decrease) in Average Taxable Value	\$ 52,552	\$ (22,403)
Tax Increase/(Decrease) due to Values	\$ 560	\$ (233)
Tax Increase/(Decrease) due to Rate	\$ (44)	\$ (148)

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$ 0.7381	\$ 0.3275 *	\$ 1.0656	\$ 14,571	\$ 634
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$ 0.8358	\$ 0.3275 *	\$ 1.1633	\$ 15,635	\$ 400
Proposed Rate	\$ 0.7122	\$ 0.3275 *	\$ 1.0397	\$ 14,955	\$ 400

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$ 976,177	\$ 934,654
Average Taxable Value of Residences	\$ 572,230	\$ 549,827
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ 1.0656	\$ 1.0397
Taxes Due on Average Residence	\$ 6,097.68	\$ 5,716.55
Increase (Decrease) in Taxes		\$ -381.13

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is 1.0397. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of 1.0397.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

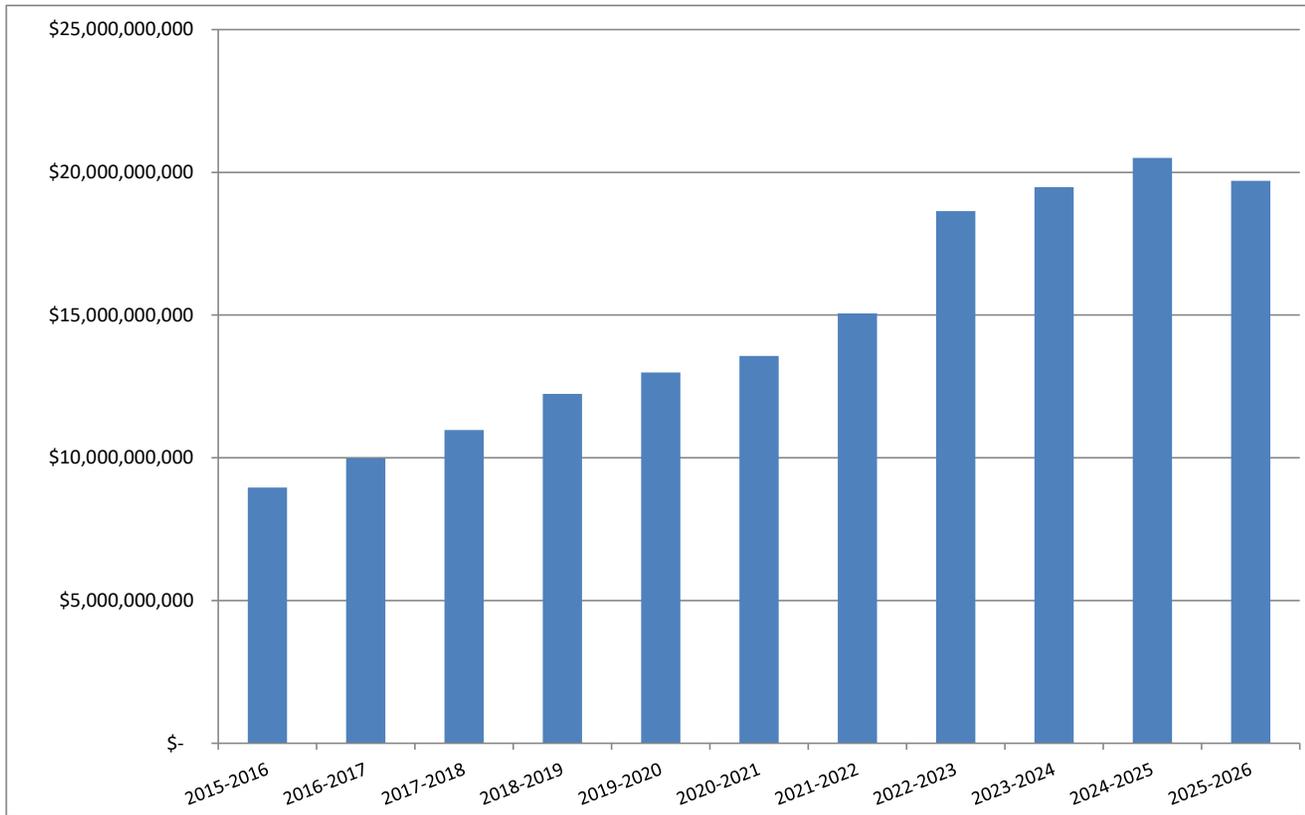
Maintenance and Operations Fund Balance(s)	\$ 32,504,503
Interest & Sinking Fund Balance(s)	\$ 10,742,182

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

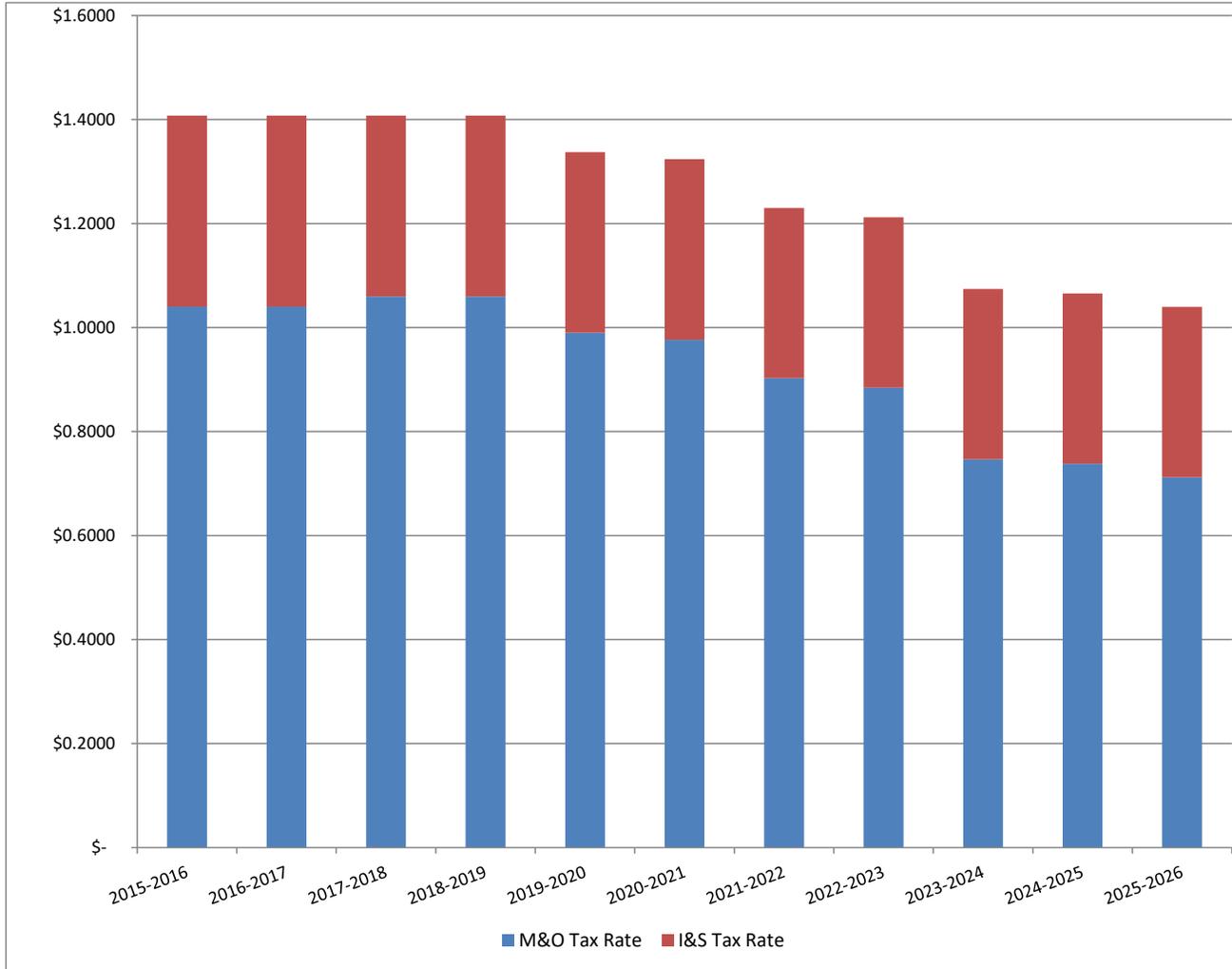
The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

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>
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	\$ 18,640,549,935	23.83%	\$ 218,801,938
2023-2024	\$ 19,479,773,790	4.50%	\$ 195,831,785
2024-2025	\$ 20,503,852,688	5.26%	\$ 202,876,583
2025-2026	\$ 19,698,388,362	-3.93%	\$ 188,467,922

Lake Travis Independent School District Tax Rate History



Year	Maintenance & Operations	Interest & Sinking	Total
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	\$ 0.7466	\$ 0.3275	\$ 1.0741
2024-2025	\$ 0.7381	\$ 0.3275	\$ 1.0656
2025-2026	\$ 0.7122	\$ 0.3275	\$ 1.0397

SUPPLEMENTAL INFORMATION

Lake Travis Independent School District
Special Revenue Funds
Planning Estimates
2025-2026

Fund	Program	Entitlements, Grants & Other Revenues
211	ESSA Title I, Part A	\$ 256,820
255	ESSA Title II, Part A	\$ 162,089
263	ESSA Title III, ELA and Immigrant	\$ 99,836
289	ESSA Title IV, Part A	\$ 22,016
224	IDEA B- Formula	\$ 1,615,344
225	IDEA B- Preschool	\$ 12,858
244	Strengthening Career and Technical Ed	\$ 58,583
410	Instructional Materials Allotment	\$ 1,937,214
461	School Activity Funds	\$ 1,500,000
486	LT Athletic Booster Club	\$ 700,000
494	LT Educational Foundation Grants	\$ 400,000
	<i>Total Planning Estimates</i>	<u>\$ 6,764,760</u>

LAKE TRAVIS ISD 2025-26 BUDGET CALENDAR

12/2/2024

DECEMBER		
12/3/2024	ACDP	Review Budget Calendar with the Executive Leadership Team.
12/11/2024	B	Include Budget Calendar as an information item on board agenda.

JANUARY

1/8/2025	ACDP	Begin gathering feedback from campuses, departments and programs on personnel needs.
1/15/2025	B	Include Budget Projection as a Presentation/Discussion item on board agenda.
1/22/2025	ACDP	Review the Budget Projection. Disseminate and discuss enrollment projections and allocations with the Executive Leadership Team.

FEBRUARY

2/5/2025	CDP	Disseminate Budget Packets to campuses and departments.
2/5/2025	CDP	Review budget procedures and guidelines with administrative assistants.
2/19/2025	B	Present updated information, as needed, including enrollment projections, property values, potential financial constraints and options as a Presentation/Discussion item on board agenda.

MARCH

3/14/2025	CDP	All campus, department, and program budget books submitted to the Business Office.
3/24/2025	D	Budget Review Teams review departmental budgets.
3/24/2025	CP	Budget Review Teams review campus and instructional program budgets.
3/26/2025	B	Review budget procedures, guidelines and staffing with Board.

APRIL

4/2/2025	B	Board Workshop. Update budget.
4/7/2025	A	District Review Team review budgets and instructional staffing recommendations.
4/16/2025	B	Board Meeting. Update budget. Review and approve instructional staffing requirements.
4/25/2025	A	Receive preliminary property values from appraisal district.

MAY

5/1/2025	A	District Review Team review budgets and non-instructional staffing recommendations.
5/21/2025	B	Review budget with new Board Members, if applicable.
5/21/2025	B	Board Meeting. Update budget. Review and approve non-instructional staffing requirements.

JUNE

6/2/2025	A	District Review Team discuss employee salary and benefit adjustments.
6/4/2025	B	Board Workshop. Update budget.
6/18/2025	B	Board Meeting. Update budget. Review and approve employee salary and benefit adjustments, if applicable.

JULY

7/16/2025	B	Board Meeting (Budget Workshop to precede meeting if necessary).
7/25/2025	A	Certified appraisal value from Travis Central Appraisal District.

AUGUST

8/1/2025	A	Prepare Truth in Taxation Publication
8/20/2025	B	Board Meeting. Budget / Tax Rate Hearing. Adopt budget and tax rate.

A – Administration B - Board C - Campus D - Department P - Program

Lake Travis Independent School District Student Enrollment History and Projections

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Projected 2025-2026
Lake Travis Elementary	879	920	895	871	880	782	768	763	712	737	711
Lakeway Elementary	714	714	679	695	672	562	566	564	592	524	512
Bee Cave Elementary	634	684	750	803	815	768	825	863	826	786	824
Lake Pointe Elementary	713	752	739	706	729	724	783	748	757	721	685
Serene Hills Elementary	760	810	880	898	924	612	565	627	758	744	742
West Cypress Hills Elementary	603	674	797	874	937	558	609	599	602	591	597
Rough Hollow Elementary	0	0	0	0	0	726	897	926	751	702	727
ELEMENTARY TOTAL	4,303	4,554	4,740	4,847	4,957	4,732	5,013	5,090	4,998	4,805	4,798
Change from Prior Year	158	251	186	107	110	(225)	281	77	(92)	(193)	(7)
% Change from Prior Year	3.8%	5.8%	4.1%	2.3%	2.3%	-4.5%	5.9%	1.5%	-1.8%	-3.9%	-0.1%
Lake Travis Middle School	1109	1263	1420	1544	816	879	856	878	895	968	1039
Hudson Bend Middle School	1096	1180	1170	1135	1039	982	978	900	840	806	799
Bee Cave Middle School	0	0	0	0	871	849	832	830	862	861	853
MIDDLE SCHOOL TOTAL	2,205	2,443	2,590	2,679	2,726	2,710	2,666	2,608	2,597	2,635	2,691
Change from Prior Year	110	238	147	89	47	(16)	(44)	(58)	(11)	38	56
% Change from Prior Year	5.3%	10.8%	6.0%	3.4%	1.8%	-0.6%	-1.6%	-2.2%	-0.4%	1.5%	2.1%
Lake Travis High School	2,697	2,828	3,080	3,212	3,401	3,559	3,666	3,701	3,678	3,570	3,521
HIGH SCHOOL TOTAL	2,697	2,828	3,080	3,212	3,401	3,559	3,666	3,701	3,678	3,570	3,521
Change from Prior Year	141	131	252	132	189	158	107	35	(23)	(108)	(49)
% Change from Prior Year	5.5%	4.9%	8.9%	4.3%	5.9%	4.6%	3.0%	1.0%	-0.6%	-2.9%	-1.4%
TOTAL ENROLLMENT	9,205	9,825	10,410	10,738	11,084	11,001	11,345	11,399	11,273	11,010	11,010
Change from Prior Year	409	620	585	328	346	(83)	344	54	(126)	(263)	-
% Change from Prior Year	4.6%	6.7%	6.0%	3.2%	3.2%	-0.7%	3.1%	0.5%	-1.1%	-2.3%	0.0%

2025-2026 Proposed Budget and Tax Rate

August 20, 2025



2025-2026 General Fund Budget Assumptions

<p>Student Enrollment Anticipated student projection</p> <p>11,010</p>	<p>Average Daily Attendance Rate Over six-weeks projections</p> <p>94.5%</p>	<p>Average Daily Attendance Average number of students attending school each day</p> <p>10,261</p>	<p>Compensation Pay increases</p> <p>\$2,500/\$5,000 teachers 3+ year 1% of midpt for all other staff</p>
<p>Property Value Growth Net taxable value projection over prior year</p> <p>-3.9%</p>	<p>Local Tax Collection Rate Percentage of tax levy collected</p> <p>98.5%</p>	<p>Tax Rates Compressed operating rate & debt service rate</p> <p>M&O \$0.7122 I&S \$0.3275</p>	<p>Total Tax Rate Tax rate compared to prior year</p> <p>\$1.0397 (-2.59 cents)</p>



2025-2026 General Fund Proposed Budget 10-Month and Full Year

	2025-2026 Projected 10-Month	2025-2026 Proposed Full Year
Student Enrollment at Snapshot	11,010	11,010
ADA	10,261	10,261
M&O Tax Rate	\$ 0.7122	\$ 0.7122
Revenue	\$ 144,714,688	\$ 145,914,688
Tax Collections	128,215,000	128,215,000
State Funding - FSP and per Capita	11,928,188	11,928,188
Other Local, State, and Federal	4,571,500	5,771,500
Expenditures	\$ 138,943,066	\$ 150,143,066
Base Salaries and Benefits	86,693,632	95,193,632
Campus/Department Budgets	19,525,028	22,225,028
Recapture Payment	32,724,406	32,724,406
Net Change in Fund Balance	\$ 5,771,622	\$ (4,228,378)
Beginning Fund Balance, 9/1	32,504,503	32,504,503
Ending Fund Balance	\$ 38,276,125	\$ 28,276,125



2025-2026 General Fund Proposed Budget 10-Month and Full Year

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Beginning Fund Balance, 9/1	32,504,503	32,504,503
Ending Fund Balance	\$ 38,276,125	\$ 28,276,125



General Fund Accelerated Instruction Budget

- Under Section 29.081 of the Texas Education Code requires districts to separately budget and prioritize sufficient funding to provide accelerated instruction for students who do not meet satisfactory performance on end-of-course assessments.
- The goal is to ensure students receive targeted interventions and support.
- **\$248,775** of state compensatory education funds are included in the 2025-26 budget to support student accelerated instructional practices and interventions for end-of-course exams.



2025-2026 Debt Service Proposed Budget

	2025-2026 Proposed Budget
Revenue	
Local Tax Revenue	\$ 59,300,000
State Program Revenue	3,400,000
Total Revenue	\$ 62,700,000
Expenditures	
Function 71	
Principal	\$ 39,605,000
Interest & Fees	22,077,680
Other	30,000
Total Expenditures	\$ 61,712,680
Net Change in Fund Balance	\$ 987,320
Beginning Fund Balance, 9/1	10,742,182
Ending Fund Balance	\$ 11,729,502



2025-2026 Bond Defeasance

Debt Service Defeasance



The District intends to **defease up to \$22 million** of bonds to strategically manage the debt portfolio and reduce interest expenses on outstanding debt. The District has realized interest savings of \$128 million since 2013.



2025-2026 Food Service Proposed Budget



	2025-2026 Proposed Budget
Revenue	
Local Revenue	\$ 6,226,500
State Revenue	12,000
Federal Revenue	673,000
Total Revenue	\$ 6,911,500
Expenditures	
Function 35	
Payroll	\$ 2,860,007
Contracted Services	100,900
Supplies & Materials	3,707,250
Other Operating	15,950
Capital Outlay	0
Total 35-Food Service	\$ 6,684,107
Function 51	
Contracted Services	\$ 200,000
Supplies & Materials	27,393
Total 51-Maintenance Operations	\$ 227,393
Total Expenditures	\$ 6,911,500
Net Change in Fund Balance	\$ 0
Beginning Fund Balance, 9/1	\$ 1,214,099
Ending Fund Balance	\$ 1,214,099



2025-2026 Proposed Budgets

Legal Requirements

- General Fund, Debt Service Fund and Food Service Fund budgets are required to be adopted by the Board of Trustees prior to the start of the fiscal year (September 1, 2025)
- Budgets for Special Revenue Funds are prepared in accordance with the appropriate fiscal requirements.
- State law requires that the Tax Rate Calculation Worksheet accompany the budget as an Appendix. These documents are posted on the Lake Travis ISD website.



		GENERAL FUND	FOOD SERVICE FUND	DEBT SERVICE FUND
REVENUE				
5700	LOCAL, INTERMEDIATE, OTHER	\$ 133,828,000	\$ 6,228,500	\$ 59,300,000
5800	STATE PROGRAM REVENUE	11,928,188	12,000	3,400,000
5900	FEDERAL PROGRAM REVENUE	158,500	673,000	-
	TOTAL REVENUES	\$ 145,914,688	\$ 6,911,500	\$ 62,700,000
EXPENDITURE				
11	INSTRUCTION	\$ 68,524,148	\$ -	\$ -
12	INSTRUCTIONAL RESOURCES	1,073,267	-	-
13	INSTRUCTIONAL STAFF DEVELOPMENT	1,109,437	-	-
21	INSTRUCTIONAL ADMINISTRATION	2,163,620	-	-
23	SCHOOL ADMINISTRATION	6,118,653	-	-
31	GUIDANCE AND COUNSELING	5,543,707	-	-
32	SOCIAL WORK SERVICES	331,186	-	-
33	HEALTH SERVICE	1,077,410	-	-
34	PUPIL TRANSPORTATION-REGULAR	4,835,415	-	-
35	FOOD SERVICES	122,801	6,684,107	-
38	CO-CURRICULAR ACTIVITIES	2,663,157	-	-
41	GENERAL ADMINISTRATION	4,305,742	-	-
51	PLANT & MAINT OPERATIONS	13,041,493	227,393	-
52	SECURITY AND MONITORING	1,899,736	-	-
53	NON-INSTRUCTIONAL DATA PROCESSING	2,849,451	-	-
61	COMMUNITY EDUCATION	537,010	-	-
71	DEBT SERVICE	150,000	-	61,712,680
81	CONSTRUCTION	40,867	-	-
91	STATE TRANSFERS	32,724,406	-	-
93	SPECIAL ED TRANSFERS-DAY SCHOOL	116,760	-	-
95	JJAEP TRANSFERS	15,000	-	-
99	OTHER INTERGOVERNMENTAL CHARGES	1,100,000	-	-
	TOTAL EXPENDITURES	\$ 150,143,066	\$ 6,911,500	\$ 61,712,680
OTHER RESOURCES AND (USES)				
7000	OTHER RESOURCES	\$ -	\$ -	\$ -
8000	OTHER USES	-	-	-
	TOTAL RESOURCES & USES	\$ 0	\$ 0	\$ 0
1200	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDITURES AND OTHER USES	\$ (4,228,378)	\$ 0	\$ 987,320
3100	BEGINNING FUND BALANCE, 9/1	32,504,503	1,214,099	10,742,182
3100	ENDING FUND BALANCE, 8/31	\$ 28,276,125	\$ 1,214,099	\$ 11,729,502
	*Expenditure for legally-required newspaper notices	15,000		
	Expenditure for advocacy (lobbying activities)	3,000		

2025-2026 Proposed Budgets

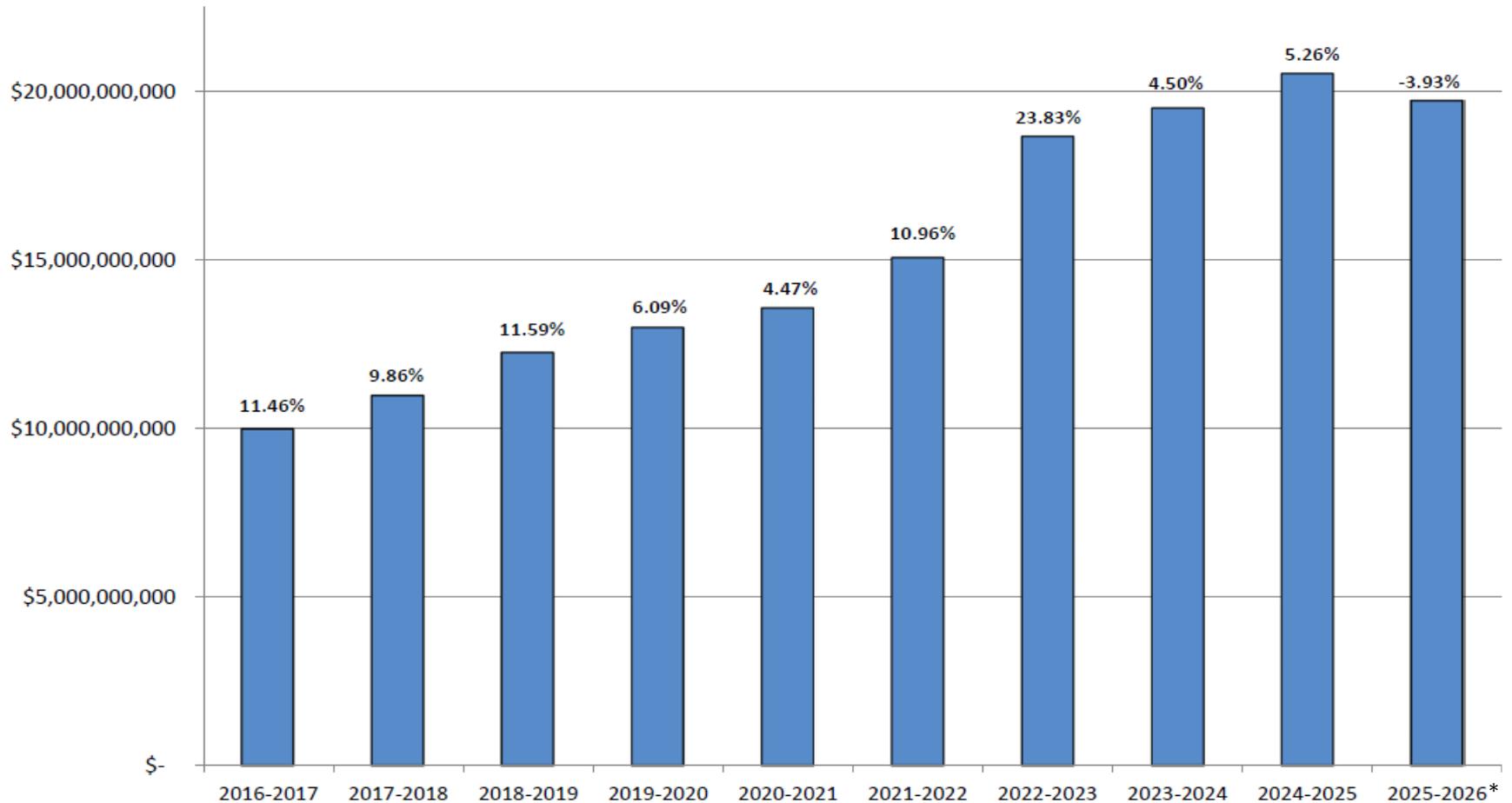
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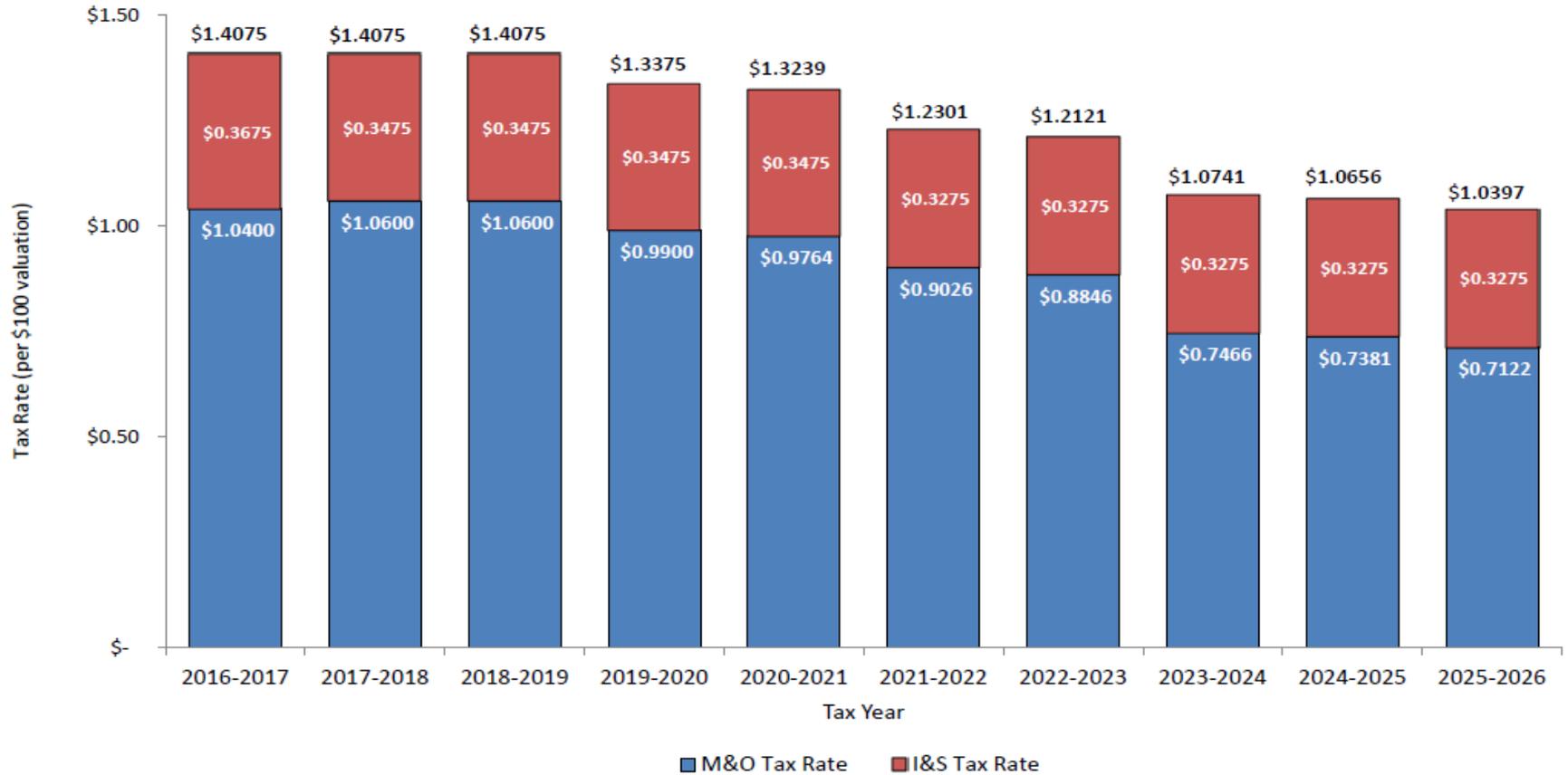
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5900	FEDERAL PROGRAM REVENUE	158,500	673,000	-
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	*Expenditure for legally-required newspaper notices	15,000		
	Expenditure for advocacy (lobbying activities)	3,000		

Historical Property Values



*Based on certified property values including anticipated voter approval of the additional \$40,000 homestead exemption (SB 4) and \$50,000 Over 65 exemption (SB 23), the maintenance and operations (M&O) portion of the tax rate is calculated by the Texas Education Agency (TEA).

Historical Tax Rates



Lake Travis ISD tax rate has declined 36.78 cents in the last 7 years.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Public Hearing regarding the Use of Federal Grant Funds during the 2025-2026 School Year

RECOMMENDED ACTION

No action required. Item is for public discussion only.

RATIONALE

This presentation fulfills the requirements of CB (LOCAL) and CBB (LEGAL) to provide public notice and seek public input regarding the use of federal grant funds. Background information and proposed spending will be reviewed with the Board and community for the following federal grants: Every Student Succeeds Act (ESSA Consolidated), Special Education Consolidated (Individuals with Disabilities Education Act – IDEA), and Perkins V: Strengthening Career and Technical Education for the 21st Century.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Dr. Lyndsaie Benton - Executive Director of Curriculum & Instruction
Kathy Burbank - Director of Accountability & Achievement

ATTACHMENTS

Presentation

MEETING DATE

August 20, 2025

Federal Grant Funding 2025-26

Every Student Succeeds Act (ESSA) Consolidated Federal Grant

Special Education Consolidated (Federal)
Individuals with Disabilities Education Act (IDEA)

Perkins V: Strengthening Career & Technical Education
for the 21st Century



Every Student Succeeds Act (ESSA Consolidated Federal Grant)



Funding Overview

- Title I, Part A: **\$256,820**
- Title II, Part A: **\$161,095**
- Title III, Part A: **\$96,295**
- Title IV, Part A: **\$22,140**

Title I, Part A

\$256,820



Program Description: Provides supplemental resources to help schools with high concentrations of students from low-income families acquire the knowledge and skills in the state content standards and to meet the state performance standards.

Schoolwide Program: Lake Travis Elementary	49.39%
Targeted Assistance: Hudson Bend Middle School	22.95%

Funding Use / Proposal

- Salaries for Instructional Staff
- Family Engagement
- Homeless and PreK

Title II, Part A

\$161,095



Program Description: Increase student achievement through improving teacher and principal quality and increasing the number of highly qualified teachers in classrooms and highly qualified principals in schools.

Funding Use / Proposal

- Professional Development and Training
- Consultants
- New Teacher Recruitment, Onboarding, and Support

Title III, Part A -

English Language Acquisition (ELA)



\$96,295 (\$83,409 ELA, \$12,886 Immigrant)

Program Description: Develop programs for emergent bilingual students and immigrant students to attain English proficiency, develop high levels of academic achievement, and meet the state content standards and student achievement standards.

Funding Use / Proposal

- Partial Salary for Instructional Staff
- Instructional Supplies
- ESL Certification Reimbursement
- Tutoring & Enrichment Programs
- Emergent Bilingual Programming
- ESL Summer School Supplies

Title IV, Part A - Student Support & Academic Enrichment (SSAE)



\$22,140

Program Description: Improve student academic achievement by providing all students with access to a well-rounded education; improve school conditions for student learning; and improve the use of technology

Funding Use / Proposal

- Contracted Services
- Instructional Resources and Supplies
- PreK Support

Special Education Consolidated Individuals with Disabilities Education Act (IDEA) Funding Overview



IDEA-B Formula: **\$1,615,344**

IDEA-B Preschool: **\$12,858**

IDEA-B Formula



\$1,615,344

Program Description: Assists districts in providing a free and appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21

Funding Use / Proposal

- Salaries
- Student specific supplies/materials
- Proportionate Share Services
- Contracted Services
- Regional Day School for the Deaf Tuition

IDEA-B Preschool



\$12,858

Program Description: Assists districts to ensure that eligible students ages 3 through 5 with disabilities are provide with a free and appropriate public education

Funding Use / Proposal

- ECSE aide at SHE
- Proportionate Share Services

Strengthening Career and Technical Education for the 21st Century

Carl Perkins Funding Overview



Carl Perkins V: **\$58,583**

Carl Perkins V

\$58,583



Program Description: The purpose of the program is to develop more fully the academic, technical, and employability skills of secondary education students who elect to enroll in CTE programs.

Funding Use

- Career exploration and career development activities
- Professional development related to CTE for staff
- Provide within CTE the skills necessary to pursue careers in highskill, high-wage, or in-demand industry sectors or occupations
- Support integration of academic skills into CTE programs
- Support the implementation of CTE programs that result in increasing student achievement
- Evaluations of the activities carried out with Perkins funds, including evaluations necessary to complete the comprehensive needs assessment

Private Nonprofit School Equitable Services



LTISD engages in an outreach and consultation process by which some students attending private schools or home schools may be eligible for federal funding based on certain criteria.
(ESSA and IDEA only)

Public Comment



Total ESSA, Perkins & IDEA Grant Funding:
\$2,223,135

LTISD is soliciting feedback from the community this evening.

Additional feedback can be sent to:

Stefani Vickery vickerys@ltisdschools.org



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Presentation and Discussion of 2025 State Accountability Ratings

RECOMMENDED ACTION

No action required. Item is for presentation and discussion only.

RATIONALE

Review of the state accountability system, ratings and data for the 2024-2025 school year. 2025 Accountability information was released to the public by the Texas Education Agency (TEA) on August 15, 2025. Reports can be found at <https://txschools.org/>.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Dr. Lyndsaе Benton - Executive Director of Curriculum & Instruction
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

Presentation

MEETING DATE

August 20, 2025

Lake Travis ISD
State Accountability
for the 2024-25 School Year
Board of Trustees Meeting
August 20, 2025



Resources



- Texas School Report Card
 - <https://txschools.gov>
- 2025 Accountability Rating System
 - <https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting/2025-accountability-rating-system>
- TEA A-F Resources
 - <https://tea.texas.gov/texas-schools/accountability/academic-accountability/a-f-accountability>

Texas Education Agency State Accountability Rating System



Better of Achievement or Progress
70%

30%



Student
Achievement



School
Progress



Closing
The Gaps



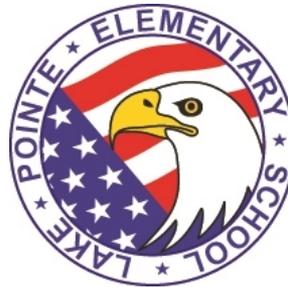
2025	Grade	Overall Score	Proportional Weight for the District Score
Lake Travis ISD*	A	90.4	
Lake Travis High School	A	91	41.2%
Lake Travis Middle School	A	92	11.2%
Hudson Bend Middle School	B	86	9.3%
Bee Cave Middle School	A	94	9.9%
Lake Travis Elementary	B	82	4.1%
Lakeway Elementary	A	90	3.1%
Bee Cave Elementary	B	87	4.7%
Lake Pointe Elementary	A	93	4.4%
Serene Hills Elementary	A	91	4.0%
West Cypress Hills Elementary	B	87	3.9%
Rough Hollow Elementary	A	91	4.2%

Campus Distinctions



Schools receiving the MET STANDARD rating may qualify for special honors called Distinctions.

Academic Achievement in Reading Language Arts
Top 25 Percent: Comparative Academic Growth
Post Secondary Readiness



Academic Achievement in Science



Questions??

Texas School Report Card

<https://txschools.gov>





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Presentation and Discussion of the July 2025 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023/2024 Capital Projects Reports

RECOMMENDED ACTION

No action required. Item is for information and discussion only.

RATIONALE

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

The financial highlights for the period ending July 31, 2025, include the following:

- The financial reports reflect activity through 92% of the fiscal year.
- Function 91-State Transfers represents the recapture payment made to the State in August. By disseminating the payment throughout the year, the District has recorded expenditures of 91% of the total general operating budget.
- Salaries and benefits paid during summer months to the 10-month employees (teachers, aides, professionals, auxiliary staff) are accrued monthly and are included in recorded expenditures. The total of \$7,321,468 is held in the accrued wages payable account on the balance sheet.
- The cash and temporary investments balance for all governmental and proprietary funds totals \$392,120,334. Investment instruments, focused on security and liquidity, include Local Government Investment Pools and money market funds approved under the Public Funds Investment Act.
- Monthly tax collections totaled \$239,409 representing a collection rate of 98.58% of 2024 total adjusted tax levy, in comparison to the prior year of 97.58%.
- The FYTD current and prior year adjusted tax levy totaled -\$4,499,261.
- The total 2018 bond expenditures are approximately \$260.2 million with remaining funds of approximately \$147,137.
- The total 2023 bond expenditures are approximately \$102.3 million with remaining funds of approximately \$232.5 million.
- The total 2024 bond expenditures are approximately \$5.5 million with remaining funds of approximately \$32 million.



BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez-Assistant Superintendent of Business Services

Brad Goerke-Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-July 2025
2. Balance Sheet-July 2025
3. Tax Statement-July 2025
4. 2018 Capital Projects Report-July 2025
5. 2023 Capital Projects Report-July 2025
6. 2024 Capital Projects Report-July 2025

MEETING DATE

August 20, 2025

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

7/31/2025

Current Year

Prior Year

<i>Revenues</i>		Current Year				Prior Year	
		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$ 138,200,000	\$ 137,939,586	\$ 260,414	99.81%	\$ 135,947,509	99.87%
5700	Other Local Revenues	6,360,000	5,532,520	827,480	86.99%	4,659,610	90.48%
5800	State Program Revenue	14,226,764	12,107,971	2,118,793	85.11%	9,555,663	80.57%
5900	Federal Revenue	158,500	9,070	149,430	5.72%	124,094	99.78%
Total Revenue		\$ 158,945,264	\$ 155,589,148	\$ 3,356,116	97.89%	\$ 150,286,876	98.06%

Expenditures

11	Instruction	\$ 68,104,000	\$ 60,553,806	\$ 7,550,194	88.91%	\$ 61,448,810	90.69%
12	Instructional Resources	1,071,983	960,915	111,068	89.64%	927,790	89.62%
13	Staff Development	1,400,016	1,180,450	219,566	84.32%	994,019	91.76%
21	Instructional Administration	2,361,963	2,418,498	(56,535)	102.39%	2,235,973	88.00%
23	School Administration	5,828,584	5,377,850	450,734	92.27%	5,333,112	92.13%
31	Guidance & Counseling	5,484,061	4,287,454	1,196,607	78.18%	4,827,824	89.27%
32	Social Work Services	475,689	340,021	135,668	71.48%	286,067	92.56%
33	Health Services	1,087,609	903,459	184,150	83.07%	898,229	95.76%
34	Transportation	4,846,547	5,053,071	(206,524)	104.26%	5,101,579	90.89%
35	Food Service	122,601	147,699	(25,098)	120.47%	206,678	84.96%
36	Co-Curricular Account	2,745,259	2,425,724	319,535	88.36%	2,391,327	88.31%
41	General Administration	4,525,194	4,724,351	(199,157)	104.40%	4,247,994	89.78%
51	Plant & Maint. Operation	12,778,467	12,338,430	440,037	96.56%	11,999,518	95.26%
52	Security	1,696,927	1,612,851	84,076	95.05%	1,426,379	87.11%
53	Non-Inst. Data Processing	3,136,783	2,735,691	401,093	87.21%	2,966,386	92.86%
61	Community Services	528,009	591,065	(63,056)	111.94%	435,881	90.61%
71	Debt Service	150,000	-	150,000	0.00%	-	0.00%
81	Facilities/Construction	40,867	71,253	(30,386)	174.35%	-	0.00%
91	State Transfers	50,063,945	173,212	49,890,733	0.35%	15,792	0.04%
92	Incremental Cost WADA	-	-	-	0.00%	-	0.00%
93	SPED TRF-Regular Day	66,760	57,809	8,951	86.59%	44,380	100.00%
95	JJAEP Transfer Payments	15,000	2,322	12,678	15.48%	-	0.00%
99	Travis County Appraisal	1,050,000	1,027,367	22,633	97.84%	1,005,541	100.00%
Total Expenditures		\$ 167,580,264	\$ 106,983,298	\$ 60,596,966	63.84%	\$ 106,793,278	66.56%

Other Resources and (Uses)

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

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ (8,635,000)	\$ 48,605,850
3000	Beginning Fund Balance 9/1	\$ 41,139,503	
3000	Ending Fund Balance 8/31	\$ 32,504,503	
3590	Committed Fund Balance	\$ 666,607	
3600	Unassigned Fund Balance	\$ 31,837,896	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: July 31, 2025

<i>Assets</i>	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Internal Svc., Trust & Agency Funds	Total Funds
Current Assets:						
1101 Cash	\$ 1,745,982	\$ 2,581,683	\$ 239,791	\$ 1,186,035	\$ 6,306,583	\$ 12,060,074
1103 Temporary Investments	93,979,381	-	21,841,820	264,027,567	211,491	380,060,260
Total Cash and Investments	\$ 95,725,363	\$ 2,581,683	\$ 22,081,611	\$ 265,213,602	\$ 6,518,074	\$ 392,120,334
Receivables:						
1210 Property Taxes-Current	\$ 1,890,511	\$ -	\$ 838,832	\$ -	\$ -	\$ 2,729,343
1220 Property Taxes-Delinquent	2,758,118	-	1,209,863	-	-	3,967,981
1230 Allowance-Uncollected Taxes	(1,072,058)	-	(392,241)	-	-	(1,464,299)
1240 Due From Federal Agencies	-	522,197	-	-	-	522,197
1250 Sundry Receivables	23,410	2,621	-	-	-	26,031
1260 Due From Funds	1,247,675	-	-	-	-	1,247,675
1280 Due From Other Funds Warehouse Items	-	-	-	-	(670,838)	(670,838)
1290 Other Receivables	659,302	-	-	-	-	659,302
1300 Inventories, At Cost	66,157	152,699	-	-	-	218,856
Total Receivables	\$ 5,573,114	\$ 677,518	\$ 1,656,454	\$ -	\$ (670,838)	\$ 7,236,248
1400 Other Current Assets	-	-	-	-	444,059.44	444,059.44
Total Assets	\$ 101,298,478	\$ 3,259,201	\$ 23,738,065	\$ 265,213,602	\$ 6,291,296	\$ 399,800,642
Resources						
5010 Estimated Revenue	\$ 158,945,264	\$ 9,960,770	\$ 67,200,000	\$ 444,494,997	\$ 17,713,620	\$ 698,314,651
5030 Less: Realized Revenue	155,589,148	10,393,021	64,682,528	11,742,611	13,777,141	256,184,448
5000 Revenues to be Received	3,356,116	(432,251)	2,517,472	432,752,386	3,936,479	442,130,203
Total Assets & Resources	\$ 104,654,594	\$ 2,826,950	\$ 26,255,538	\$ 697,965,988	\$ 10,227,775	\$ 841,930,845
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 1,047	\$ 896	\$ -	\$ -	\$ 1,026,460	\$ 1,028,403
2160 Accrued Wages Payable	6,734,546	353,373	-	90,528	143,020	7,321,468
2170 Due To Other Funds	601,172	(79,809)	-	(187,550)	243,024	576,837
2180 Due To Other Govt's	2,904	-	-	-	-	2,904
2190 Due To Student Groups	-	-	-	-	-	-
2150 Payroll Deduct & Withhold	-	-	-	-	705,094	705,094
Total Current Payables	\$ 7,339,670	\$ 274,460	\$ -	\$ (97,022)	\$ 2,117,598	\$ 9,634,706
2210 Accrued Expenses	-	-	-	588,652	746,786	1,335,438
2300 Deferred Revenue	-	405,368	-	-	-	405,368
2400 Payable From Restricted Assets	-	-	-	-	-	-
2600 Deferred Inflows	4,213,455	-	1,648,303	-	-	5,861,759
Total Liabilities	\$ 11,553,125	\$ 679,828	\$ 1,648,303	\$ 491,630	\$ 2,864,384	\$ 17,237,271
Fund Equity						
6010 Appropriations	\$ 167,580,264	\$ 10,445,273	\$ 65,730,000	\$ 728,111,179	\$ 17,712,791	\$ 989,579,507
6050 Less: Expenditures	(106,983,298)	(9,723,646)	(53,334,948)	(46,429,945)	(13,661,963)	(230,133,800)
6030 Encumbrances	-	-	-	-	-	-
Available Appropriations	\$ 60,596,966	\$ 721,627	\$ 12,395,052	\$ 681,681,234	\$ 4,050,828	\$ 759,445,707
4310 Reserve For Encumbrances	-	-	-	-	-	-
3600 Unassigned Fund Balance	31,837,896	1,425,495	12,212,182	15,793,124	3,312,563	64,581,260
3590 Committed Fund Balance - Accr. Leave	666,607	-	-	-	-	666,607
Total Liability & Fund Equity	\$ 104,654,594	\$ 2,826,950	\$ 26,255,538	\$ 697,965,988	\$ 10,227,775	\$ 841,930,845

SUMMARY OF TAX COLLECTIONS
AS OF JULY 2025

2024-25 Original Tax Levy	\$ 204,465,008.78
Delinquent Taxes as of 8/31/2024	5,729,201.17
Total Receivables for 2024-25	\$ 210,194,209.95
Current Year Adjustments	(2,591,345.10)
Prior Year Adjustments	(1,907,916.12)
Adjusted Receivables.....	\$ 205,694,948.73
Total Net Collections To Date	(200,190,172.13)
Outstanding Receivables as of 7/31/2025	\$ 5,504,776.60

<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	\$ 138,200,000.00	\$ 137,939,586.16	\$ 260,413.84	99.81%
Maintenance - Prior Year Tax	(120,000.00)	(101,967.18)	(18,032.82)	84.97%
Maintenance - Penalties & Interest	880,000.00	826,963.01	53,036.99	93.97%
Sub-total	\$ 138,960,000.00	\$ 138,664,581.99	\$ 295,418.01	99.79%
Debt Service - Current Tax	\$ 61,500,000.00	\$ 61,204,734.41	\$ 295,265.59	99.52%
Debt Service - Prior Year Tax	0.00	(44,728.47)	44,728.47	0.00%
Debt Service - Penalties & Interest	300,000.00	365,584.20	(65,584.20)	121.86%
Sub-total	\$ 61,800,000.00	\$ 61,525,590.14	\$ 274,409.86	99.56%
Total Collections	\$ 200,760,000.00	\$ 200,190,172.13	\$ 569,827.87	99.72%

Tax Collection Comparison with 2024-25: Adjusted Tax Roll

	<u>2024-25</u>	<u>2023-24</u>	<u>2022-23</u>
Percent of Current Year Taxes Collected	98.65%	98.79%	98.96%
Percent of Total Taxes Collected	98.58%	97.58%	98.50%
Percent of Total Taxes and P & I Collected	99.17%	98.14%	98.98%

Tax Collection Comparison with 2024-25: Original Tax Roll

Percent of Current Year Taxes Collected	97.40%	97.38%	96.56%
Percent of Total Taxes Collected	97.33%	96.18%	96.11%
Percent of Total Taxes and P & I Collected	97.91%	96.74%	96.58%

**Lake Travis ISD
2018 Bond Program Summary
July 31, 2025**

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	5,389,663.00	5,389,036.22	626.78
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	260,325,952.00	260,325,325.99	626.01

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,600,445.00	34,600,444.21	0.79
20 Elementary School (Bee Creek Rd)	3,979,000.00	7,594,145.00	7,594,144.33	0.67
30 Secondary School #2	13,802,000.00	7,225,995.00	7,225,994.01	0.99
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	60,382,651.00	60,274,054.92	108,596.08
60/70 Small Renovation Improvements	16,927,133.00	11,828,948.00	11,828,947.58	0.42
Construction/Renovation	178,809,975.00	198,946,196.00	198,837,596.71	108,599.29
81 Instructional Materials & Equipment	5,707,000.00	4,169,372.00	4,169,371.01	0.99
82 Technology	29,901,700.00	25,608,118.00	25,608,117.83	0.17
83 Copy Machines	750,000.00	1,093,944.00	1,093,943.97	0.03
84 Maintenance	600,000.00	793,831.00	793,830.93	0.07
85 Food & Nutrition Services	3,950,789.00	1,948,974.00	1,948,973.36	0.64
86 Transportation	13,300,000.00	8,939,816.00	8,939,815.11	0.89
87 District Furniture & Equipment	6,000,000.00	6,959,895.00	6,959,894.41	0.59
88 Police	0.00	590,596.00	590,595.95	0.05
90 Land	1,270,000.00	576,465.00	576,464.50	0.50
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	4,400,116.00	4,400,116.00	0.00
95 Program Administration	3,200,000.00	3,918,027.00	3,918,026.83	0.17
97 LTMS Wastewater Expansion	0.00	462,578.00	426,564.48	36,013.52
Other Programs	74,190,025.00	61,379,756.00	61,343,738.15	36,017.85
Total 2018 Bond Program	253,000,000.00	260,325,952.00	260,181,334.86	144,617.14

**Lake Travis ISD
2023 Bond Program
July 31, 2025**

Resources	Original Budget	Amended Budget	Total Resources	Balance
Bond Proceeds -Prop A	548,410,330.00	548,410,330.00	246,715,051.13	301,695,278.87
Bond Proceeds -Prop B	60,790,110.00	60,790,110.00	40,639,386.23	20,150,723.77
Interest Revenue - Prop A	0.00	30,100,000.00	28,137,158.47	1,962,841.53
Interest Revenue - Prop B	0.00	4,900,000.00	4,580,467.65	319,532.35
Positive Bond Arbitrage	0.00	(6,373,037.00)	0.00	(6,373,037.00)
Bond Premiums	0.00	14,705,427.00	14,705,427.00	0.00
Total Resources	609,200,440.00	652,532,830.00	334,777,490.48	317,755,339.52

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
Elementary School (Bee Creek Rd)	50,917,526.00	50,917,526.00	172,706.74	50,744,819.26
Elementary School #8 (HPR)	55,517,521.00	55,517,521.00	5,662,951.53	49,854,569.47
Secondary School #2	179,990,620.00	179,990,620.00	14,252,069.10	165,738,550.90
Campus/District Facilities Projects	177,393,335.00	173,760,436.00	23,677,606.42	150,082,829.58
FCA Projects	36,312,528.00	36,258,577.00	5,975,262.20	30,283,314.80
Technology Improvements	60,790,110.00	60,790,110.00	28,484,787.97	32,305,322.03
Construction/Renovation	560,921,640.00	557,234,790.00	78,225,383.96	479,009,406.04

Curriculum and Instructional Materials	1,800,000.00	5,452,003.00	1,614,984.66	3,837,018.34
Copy Machines	585,300.00	585,300.00	343,410.89	241,889.11
Maintenance	273,500.00	298,500.00	249,746.90	48,753.10
Transortation	9,620,000.00	9,641,850.00	1,579,588.54	8,062,261.46
District Furniture & Equipment	1,500,000.00	1,655,366.00	353,995.44	1,301,370.56
FANS Equipment	0.00	3,879,972.00	265,226.87	3,614,745.13
Land	15,000,000.00	17,095,439.00	16,497,302.46	598,136.54
Bond Closing	4,000,000.00	4,000,000.00	2,059,864.36	1,940,135.64
Contingency	12,000,000.00	48,599,610.00	0.00	48,599,610.00
Program Management	3,500,000.00	3,600,000.00	588,590.70	3,011,409.30
Miscellaneous	0.00	490,000.00	479,167.83	10,832.17

Other Programs	48,278,800.00	95,298,040.00	24,031,878.65	71,266,161.35
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Total 2023 Bond Program	609,200,440.00	652,532,830.00	102,257,262.61	550,275,567.39
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Lake Travis ISD
2024 Bond Program - Athletics
July 31, 2025

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds -Athletics	143,093,994.00	143,093,994.00	33,440,000.00	109,653,994.00
2 Interest Revenue	0.00	3,000,000.00	2,230,034.56	769,965.44
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	1,855,303.00	1,855,303.30	(0.30)
Total Resources	143,093,994.00	147,949,297.00	37,525,337.86	110,423,959.14

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Lake Travis High School	35,638,190.00	35,638,190.00	5,022,423.78	30,615,766.22
20 High School No. 2	102,748,000.00	102,748,000.00	0.00	102,748,000.00
30 Lake Travis Middle School	1,200,000.00	1,200,000.00	0.00	1,200,000.00
40 Hudson Bend Middle School	2,307,804.00	2,307,804.00	130,080.00	2,177,724.00
50 Bee Cave Middle School	1,200,000.00	1,200,000.00	0.00	1,200,000.00
91 Bond Closing	0.00	500,000.00	295,303.30	204,696.70
94 Contingency	0.00	4,355,303.00	0.00	4,355,303.00
Construction/Renovation	143,093,994.00	147,949,297.00	5,447,807.08	142,501,489.92
Total 2024 Bond Program	143,093,994.00	147,949,297.00	5,447,807.08	142,501,489.92



Lake Travis ISD

*2024-25 Monthly Financial Reports
Ending July 2025*

Summary of financial highlights:

- **Statement of Revenues and Expenditures reflects 92% (11 months) through our fiscal year. The actual expenditures through July total 91% of the general operating budget.**
- Tax collections were \$239,409 net of adjustments and refundings for the month of July. Total collected percentage is greater than prior years.

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

**92% (11 months)
through fiscal
year**

7/31/2025

Current Year

Prior Year

Revenues	Current Year				Prior Year	
	Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711 Current Year Tax Revenue	\$ 138,200,000	\$ 137,939,586	\$ 260,414	99.81%	\$ 135,947,509	99.87%
5700 Other Local Revenues	6,360,000	5,532,520	827,480	86.99%	4,659,610	90.48%
5800 State Program Revenue	14,226,764	12,107,971	2,118,793	85.11%	9,555,663	80.57%
5900 Federal Revenue	158,500	9,070	149,430	5.72%	124,094	99.78%
Total Revenue	\$ 158,945,264	\$ 155,589,148	\$ 3,356,116	97.89%	\$ 150,286,876	98.06%

Expenditures

11 Instruction	\$ 68,104,000	\$ 60,553,806	\$ 7,550,194	88.91%	\$ 61,448,810	90.69%
12 Instructional Resources	1,071,983	960,915	111,068	89.64%	927,790	89.62%
13 Staff Development	1,400,016	1,180,450	219,566	84.32%	994,019	91.76%
21 Instructional Administration	2,361,963	2,418,498	(56,535)	102.39%	2,235,973	88.00%
23 School Administration	5,828,584	5,377,850	450,734	92.27%	5,333,112	92.13%
31 Guidance & Counseling	5,484,061	4,287,454	1,196,607	78.18%	4,827,824	89.27%
32 Social Work Services	475,689	340,021	135,668	71.48%	286,067	92.56%
33 Health Services	1,087,609	903,459	184,150	83.07%	898,229	95.76%
34 Transportation	4,846,547	5,053,071	(206,524)	104.26%	5,101,579	90.89%
35 Food Service	122,601	147,699	(25,098)	120.47%	206,678	84.96%
36 Co-Curricular Account	2,745,259	2,425,724	319,535	88.36%	2,391,327	88.31%
41 General Administration	4,525,194	4,724,351	(199,157)	104.40%	4,247,994	89.78%
51 Plant & Maint. Operation	12,778,467	12,338,430	440,037	96.56%	11,999,518	95.26%
52 Security	1,696,927	1,612,851	84,076	95.05%	1,426,379	87.11%
53 Non-Inst. Data Processing	3,136,783	2,735,691	401,093	87.21%	2,966,386	92.86%
61 Community Services	528,009	591,065	(63,056)	111.94%	435,881	90.61%
71 Debt Service	150,000	-	150,000	0.00%	-	0.00%
81 Facilities/Construction	40,867	71,253	(30,386)	174.35%	-	0.00%
91 State Transfers	50,063,945	173,212	49,890,733	0.35%	15,792	0.04%
92 Incremental Cost WADA	-	-	-	0.00%	-	0.00%
93 SPED TRF-Regular Day	66,760	57,809	8,951	86.59%	44,380	100.00%
95 JJAEP Transfer Payments	15,000	2,322	12,678	15.48%	-	0.00%
99 Travis County Appraisal	1,050,000	1,027,367	22,633	97.84%	1,005,541	100.00%
Total Expenditures	\$ 167,580,264	\$ 106,983,298	\$ 60,596,966	63.84%	\$ 106,793,278	66.56%

Other Resources and (Uses)

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

Fund Balance

1200 Excess (Deficiency) Of Revenues Over Expenditures	\$ (8,635,000)	\$ 48,605,850
3000 Beginning Fund Balance 9/1	\$ 41,139,503	
3000 Ending Fund Balance 8/31	\$ 32,504,503	
3590 Committed Fund Balance	\$ 666,607	
3600 Unassigned Fund Balance	\$ 31,837,896	

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

**92% (11 months)
through fiscal
year**

7/31/2025

Current Year

Prior Year

Revenues	Current Year				Prior Year	
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Total Revenue	\$ 158,945,264	\$ 155,589,148	\$ 3,356,116	97.89%	\$ 150,286,876	98.06%

Expenditures						
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12 Instructional Resources	1,071,983	960,915	111,068	89.64%	927,790	89.62%
13 Staff Development	1,400,016	1,180,450	219,566	84.32%	994,019	91.76%
21 Instructional Administration	2,361,963	2,418,498	(56,535)	102.39%	2,235,973	88.00%
23 School Administration	5,828,584	5,377,850	450,734	92.27%	5,333,112	92.13%
31 Guidance & Counseling	5,484,061	4,287,454	1,196,607	78.18%	4,827,824	89.27%
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53 Non-Inst. Data Processing	3,136,783	2,735,691	401,093	87.21%	2,966,386	92.86%
61 Community Services	528,009	591,065	(63,056)	111.94%	435,881	90.61%
71 Debt Service	150,000	-	150,000	0.00%	-	0.00%
81 Facilities/Construction	40,867	71,253	(30,386)	174.35%	-	0.00%
91 State Transfers	50,063,945	173,212	49,890,733	0.35%	15,792	0.04%
92 Incremental Cost WADA	-	-	-	0.00%	-	0.00%
93 SPED TRF-Regular Day	66,760	57,809	8,951	86.59%	44,380	100.00%
95 JJAEP Transfer Payments	15,000	2,322	12,678	15.48%	-	0.00%
99 Travis County Appraisal	1,050,000	1,027,367	22,633	97.84%	1,005,541	100.00%
Total Expenditures	\$ 167,580,264	\$ 106,983,298	\$ 60,596,966	63.84%	\$ 106,793,278	66.56%

Other Resources and (Uses)

\$152,716,470

91%

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

Fund Balance

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- **Tax collections were \$239,409 net of adjustments and refundings for the month of July. Total collected percentage is greater than prior years.**

SUMMARY OF TAX COLLECTIONS
AS OF JULY 2025

2024-25 Original Tax Levy	\$ 204,465,008.78
Delinquent Taxes as of 8/31/2024	<u>5,729,201.17</u>
Total Receivables for 2024-25	\$ 210,194,209.95
Current Year Adjustments	(2,591,345.10)
Prior Year Adjustments	<u>(1,907,916.12)</u>
Adjusted Receivables	\$ 205,694,948.73
Total Net Collections To Date	<u>(200,190,172.13)</u>
Outstanding Receivables as of 7/31/2025	\$ <u>5,504,776.60</u>

<u>SUMMARY OF BUDGETED COLLECTIONS</u>	<u>BUDGETED</u>	<u>NET COLLECTED</u>	<u>BUDGETED DIFFERENCE</u>	<u>% OF BUDGET COLLECTED</u>
Maintenance - Current Tax	\$ 138,200,000.00	\$ 137,939,586.16	\$ 260,413.84	99.81%
Maintenance - Prior Year Tax	(120,000.00)	(101,967.18)	(18,032.82)	84.97%
Maintenance - Penalties & Interest	<u>880,000.00</u>	<u>826,963.01</u>	<u>53,036.99</u>	<u>93.97%</u>
Sub-total	<u>\$ 138,960,000.00</u>	<u>\$ 138,664,581.99</u>	<u>\$ 295,418.01</u>	<u>99.79%</u>
Debt Service - Current Tax	\$ 61,500,000.00	\$ 61,204,734.41	\$ 295,265.59	99.52%
Debt Service - Prior Year Tax	0.00	(44,728.47)	44,728.47	0.00%
Debt Service - Penalties & Interest	<u>300,000.00</u>	<u>365,584.20</u>	<u>(65,584.20)</u>	<u>121.86%</u>
Sub-total	<u>\$ 61,800,000.00</u>	<u>\$ 61,525,590.14</u>	<u>\$ 274,409.86</u>	<u>99.56%</u>
Total Collections	<u>\$ 200,760,000.00</u>	<u>\$ 200,190,172.13</u>	<u>\$ 569,827.87</u>	<u>99.72%</u>

Tax Collection Comparison with 2024-25: Adjusted Tax Roll

	<u>2024-25</u>	<u>2023-24</u>	<u>2022-23</u>
Percent of Current Year Taxes Collected	98.65%	98.79%	98.96%
Percent of Total Taxes Collected	98.58%	97.58%	98.50%
Percent of Total Taxes and P & I Collected	99.17%	98.14%	98.98%

Tax Collection Comparison with 2024-25: Original Tax Roll

Percent of Current Year Taxes Collected	97.40%	97.38%	96.56%
Percent of Total Taxes Collected	97.33%	96.18%	96.11%
Percent of Total Taxes and P & I Collected	97.91%	96.74%	96.58%

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Lake Travis ISD

2024-25 Monthly Financial Reports

Questions?



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration of and Request for Approval of a Travis County 4-H Adjunct Faculty Agreement and Extracurricular Resolution

RECOMMENDED ACTION

Administration recommends approval of a Travis County 4-H Adjunct Faculty Agreement and adoption of an Extracurricular Resolution, as presented.

RATIONALE

This resolution recognizes the Travis County 4-H Organization as an extracurricular activity in the district. By approving this request, LTISD allows the same attendance accounting for students who elect to participate in 4-H as in other district approved extracurricular activities.

19 TAC §129.21(k)(1) permits students who are participating in off-campus activities with a professional member of the school district or an adjunct staff member of the school district to be counted as present for attendance purposes. The adjunct staff member must be approved by the school board to supervise the activity, and approval is for only the 2025-2026 school year. Extension Agents may be recognized as adjunct staff members. Travis County Employs Extension Agents for 4-H activities who will sign the attached Adjunct Faculty Agreement.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Dr. Bethany Medford – Assistant Superintendent of School Leadership

ATTACHMENTS

1. Resolution Regarding Extracurricular Status of 4-H Organization
2. Adjunct Faculty Agreement

MEETING DATE

August 20, 2025

Resolution No. 082025-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT REGARDING EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

BE IT HEREBY RESOLVED by the Board of Trustees of the Lake Travis Independent School District, meeting in public with a quorum present and certified, that the Travis County Texas 4-H Organization is approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution is subject to all rules set forth under 19 Texas Administrative Code, as interpreted by this Board and designated officials of this school district, whose rules shall be final.

Adopted this 20th day of August, 2025 by the Board of Trustees of the Lake Travis Independent School District.

Lauren White, Board President

Dr. Curtis Null, Superintendent

ADJUNCT FACULTY AGREEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the **Lake Travis Independent School District**, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individuals as adjunct members of the Lake Travis Independent School District.

Upon consideration and vote of _____ in favor to _____, the herein named individuals are hereby named as adjunct faculty members of the Lake Travis Independent School District subject to the following considerations and provisions of such appointment, to wit:

1. This appointment shall commence on the first day of **September 2025**, and end on the first day of **June 2026**, being the end of the **2025-2026 academic year**.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Lake Travis Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
4. Adjunct faculty member shall be under the direct supervision of either the District Extension Administrator of District 10 or the Travis County Extension Director.
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty members shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty members are not employees of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Travis County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

Name:	<u>Maggie M. Johnson</u>	Title:	<u>County Director</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU - K</u>
Name:	<u>Daphne Richards</u>	Title:	<u>Horticulture</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU</u>
Name:	<u>Peter Agboola</u>	Title:	<u>CEP ANR</u>	Degree:	<u>BS/MS</u>	Institution:	<u>Sam Houston</u>
Name:	<u>Wizzie Brown</u>	Title:	<u>IPM</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU</u>
Name:	<u>Sonia Coyle</u>	Title:	<u>FCH</u>	Degree:	<u>BS/MS</u>	Institution:	<u>Baylor</u>
Name:	<u>Oscar Zamora</u>	Title:	<u>EFNEP</u>	Degree:	<u>BS/MS</u>	Institution:	<u>UT RGV</u>
Name:	<u>Morgan Newton</u>	Title:	<u>4-H</u>	Degree:	<u>BS</u>	Institution:	<u>CO State Univ.</u>
Name:	<u>Nathan Tucker</u>	Title:	<u>CEP 4-H</u>	Degree:	<u>BS/MS</u>	Institution:	<u>Oklahoma</u>
Name:	<u>Kayli Higerd</u>	Title:	<u>Agriculture</u>	Degree:	<u>BS</u>	Institution:	<u>TAMU</u>

This appointment is made by the Lake Travis Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Travis County Extension Agents is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Lake Travis Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2025

By: _____
Lake Travis Independent School District

Adjunct Faculty Appointment Accepted By:

Approved:

County Extension Agent

District Extension Administrator, District 10
Texas A&M AgriLife Extension Service

County Extension Agent



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration and Potential Adoption of the Proposed General Operating Fund, Debt Service Fund and Food Service Fund Budgets for 2025-2026

RECOMMENDED ACTION

Administration recommends adoption of the 2025-2026 Proposed Budget-Legally Adopted Funds, as presented.

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 21st 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 purpose 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

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Susan Fambrough – Assistant Superintendent of Human Resources
Brad Goerke – Director of Finance

ATTACHMENTS

2025-2026 Proposed Budget-Legally Adopted Funds

MEETING DATE

August 20, 2025

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
ESTIMATED REVENUES, APPROPRIATED EXPENDITURES, OTHER RESOURCES AND USES, AND BALANCES
PROPOSED BUDGET
LEGALLY ADOPTED FUNDS
2025-2026 SCHOOL YEAR

		GENERAL FUND	FOOD SERVICE FUND	DEBT SERVICE FUND	TOTAL ALL FUNDS
REVENUE					
5700	LOCAL, INTERMEDIATE, OTHER	\$ 133,828,000	\$ 6,226,500	\$ 59,300,000	\$ 199,354,500
5800	STATE PROGRAM REVENUE	11,928,188	12,000	3,400,000	15,340,188
5900	FEDERAL PROGRAM REVENUE	158,500	673,000	-	831,500
	TOTAL REVENUES	<u>\$ 145,914,688</u>	<u>\$ 6,911,500</u>	<u>\$ 62,700,000</u>	<u>\$ 215,526,188</u>

EXPENDITURE

11	INSTRUCTION	\$ 68,524,148	\$ -	\$ -	\$ 68,524,148
12	INSTRUCTIONAL RESOURCES	1,073,267	-	-	1,073,267
13	INSTRUCTIONAL STAFF DEVELOPMENT	1,109,437	-	-	1,109,437
21	INSTRUCTIONAL ADMINISTRATION	2,163,620	-	-	2,163,620
23	SCHOOL ADMINISTRATION	6,118,653	-	-	6,118,653
31	GUIDANCE AND COUNSELING	5,543,707	-	-	5,543,707
32	SOCIAL WORK SERVICES	331,186	-	-	331,186
33	HEALTH SERVICE	1,077,410	-	-	1,077,410
34	PUPIL TRANSPORTATION-REGULAR	4,835,415	-	-	4,835,415
35	FOOD SERVICES	122,601	6,684,107	-	6,806,708
36	CO-CURRICULAR ACTIVITIES	2,663,157	-	-	2,663,157
41	GENERAL ADMINISTRATION	4,305,742 *	-	-	4,305,742
51	PLANT & MAINT OPERATIONS	13,041,493	227,393	-	13,268,886
52	SECURITY AND MONITORING	1,699,736	-	-	1,699,736
53	NON-INSTRUCTIONAL DATA PROCESSING	2,849,451	-	-	2,849,451
61	COMMUNITY EDUCATION	537,010	-	-	537,010
71	DEBT SERVICE	150,000	-	61,712,680	61,862,680
81	CONSTRUCTION	40,867	-	-	40,867
91	STATE TRANSFERS	32,724,406	-	-	32,724,406
93	SPECIAL ED TRANSFERS-DAY SCHOOL	116,760	-	-	116,760
95	JJAP TRANSFERS	15,000	-	-	15,000
99	OTHER INTERGOVERNMENTAL CHARGES	1,100,000	-	-	1,100,000
	TOTAL EXPENDITURES	<u>\$ 150,143,066</u>	<u>\$ 6,911,500</u>	<u>\$ 61,712,680</u>	<u>\$ 218,767,246</u>

OTHER RESOURCES AND (USES)

7000	OTHER RESOURCES	\$ -	\$ -	\$ -	\$ -
8000	OTHER USES	-	-	-	-
	TOTAL RESOURCES & USES	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

1200	EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	\$ (4,228,378)	\$ 0	\$ 987,320	\$ (3,241,058)
3100	BEGINNING FUND BALANCE, 9/1	32,504,503	1,214,099	10,742,182	44,460,784
3100	ENDING FUND BALANCE, 8/31	<u>\$ 28,276,125</u>	<u>\$ 1,214,099</u>	<u>\$ 11,729,502</u>	<u>\$ 41,219,726</u>

*Expenditure for legally-required newspaper notices 15,000
Expenditure for advocacy (lobbying activities) 3,000

The Official Budget for this district for the school year 2025-26 was adopted at a meeting of the Board of School Trustees on August 20, 2025 as evidenced in the Official School Board minutes. I certify, to the best of my knowledge, that the budget preparation and adoption is in accordance with provisions applicable to the Texas Education Code.

President, Board of Trustees
Lauren White

Secretary, Board of Trustees
Erin Archer

**Proposed General Fund, Debt Service
Fund and Food Service Fund Budgets
for 2025-2026**

August 20, 2025



LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
ESTIMATED REVENUES, APPROPRIATED EXPENDITURES, OTHER RESOURCES AND USES, AND BALANCES
PROPOSED BUDGET
LEGALLY ADOPTED FUNDS
2025-2026 SCHOOL YEAR



	GENERAL FUND	FOOD SERVICE FUND	DEBT SERVICE FUND	TOTAL ALL FUNDS
REVENUE				
5700 LOCAL, INTERMEDIATE, OTHER	\$ 133,828,000	\$ 6,226,500	\$ 59,300,000	\$ 199,354,500
5800 STATE PROGRAM REVENUE	11,928,188	12,000	3,400,000	15,340,188
5900 FEDERAL PROGRAM REVENUE	158,500	673,000	-	831,500
TOTAL REVENUES	<u>\$ 145,914,688</u>	<u>\$ 6,911,500</u>	<u>\$ 62,700,000</u>	<u>\$ 215,526,188</u>
EXPENDITURE				
11 INSTRUCTION	\$ 68,524,148	\$ -	\$ -	\$ 68,524,148
12 INSTRUCTIONAL RESOURCES	1,073,267	-	-	1,073,267
13 INSTRUCTIONAL STAFF DEVELOPMENT	1,109,437	-	-	1,109,437
21 INSTRUCTIONAL ADMINISTRATION	2,163,620	-	-	2,163,620
23 SCHOOL ADMINISTRATION	6,118,653	-	-	6,118,653
31 GUIDANCE AND COUNSELING	5,543,707	-	-	5,543,707
32 SOCIAL WORK SERVICES	331,186	-	-	331,186
33 HEALTH SERVICE	1,077,410	-	-	1,077,410
34 PUPIL TRANSPORTATION-REGULAR	4,835,415	-	-	4,835,415
35 FOOD SERVICES	122,601	6,684,107	-	6,806,708
36 CO-CURRICULAR ACTIVITIES	2,663,157	-	-	2,663,157
41 GENERAL ADMINISTRATION	4,305,742 *	-	-	4,305,742
51 PLANT & MAINT OPERATIONS	13,041,493	227,393	-	13,268,886
52 SECURITY AND MONITORING	1,699,736	-	-	1,699,736
53 NON-INSTRUCTIONAL DATA PROCESSING	2,849,451	-	-	2,849,451
61 COMMUNITY EDUCATION	537,010	-	-	537,010
71 DEBT SERVICE	150,000	-	61,712,680	61,862,680
81 CONSTRUCTION	40,867	-	-	40,867
91 STATE TRANSFERS	32,724,406	-	-	32,724,406
93 SPECIAL ED TRANSFERS-DAY SCHOOL	116,760	-	-	116,760
95 JJAEP TRANSFERS	15,000	-	-	15,000
99 OTHER INTERGOVERNMENTAL CHARGES	1,100,000	-	-	1,100,000
TOTAL EXPENDITURES	<u>\$ 150,143,066</u>	<u>\$ 6,911,500</u>	<u>\$ 61,712,680</u>	<u>\$ 218,767,246</u>
OTHER RESOURCES AND (USES)				
7000 OTHER RESOURCES	\$ -	\$ -	\$ -	\$ -
8000 OTHER USES	-	-	-	-
TOTAL RESOURCES & USES	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
1200 EXCESS (DEFICIENCY) OF REVENUES & OTHER RESOURCES OVER EXPENDI- TURES AND OTHER USES	<u>\$ (4,228,378)</u>	<u>\$ 0</u>	<u>\$ 987,320</u>	<u>\$ (3,241,058)</u>
3100 BEGINNING FUND BALANCE, 9/1	32,504,503	1,214,099	10,742,182	44,460,784
3100 ENDING FUND BALANCE, 8/31	<u>\$ 28,276,125</u>	<u>\$ 1,214,099</u>	<u>\$ 11,729,502</u>	<u>\$ 41,219,726</u>
*Expenditure for legally-required newspaper notices	15,000			
Expenditure for advocacy (lobbying activities)	3,000			

The Official Budget for this district for the school year 2025-26 was adopted at a meeting of the Board of School Trustees on August 20, 2025 as evidenced in the Official School Board minutes. I certify, to the best of my knowledge, that the budget preparation and adoption is in accordance with provisions applicable to the Texas Education Code.

President, Board of Trustees
Lauren White

Secretary, Board of Trustees
Erin Archer

2025 Tax Rate Resolution Adoption

August 20, 2025



Resolution No. 082025-01



RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT REGARDING THE 2025 TAX RATE

On this date, we, the Board of Trustees of the Lake Travis Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2025 at a total rate of \$1.0397, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.7122 for the purpose of maintenance and operations, and

\$0.3275 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 20th day of August, 2025 by the Board of Trustees.

Lauren White, Board President

Attest:

Erin Archer, Board Secretary

(Seal)

“Set-Aside” State Compensatory Funding for 2025-2026

August 20, 2025





- Under Section 29.081 of the Texas Education Code requires districts to separately budget and prioritize sufficient funding to provide accelerated instruction for students who do not meet satisfactory performance on an end-of-course assessments.
- The goal is to ensure students receive targeted interventions and support.
- **\$248,775** of state compensatory education funds are included in the 2025-26 budget to support student accelerated instructional practices and interventions for end-of-course exams.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration of and Potential Adoption of Resolution 082025-01 regarding the 2025 Tax Rate

RECOMMENDED ACTION

Administration recommends adoption of Resolution No. 082025-01 to establish the 2025 total tax rate of \$1.0397, as presented.

RATIONALE

Lake Travis Independent School District's governing body must adopt a tax rate by official action and set it out in an ordinance or resolution. A school district must adopt the tax rate by September 30 or 60 days after receiving the certified roll, whichever date is later. The tax levy will be used to fund the maintenance and operations and the debt service of the school district.

The Texas Education Agency has certified the district's maximum compressed rate at \$0.6322 which gives the district a Voter Approval M&O tax rate of \$0.7122. The Travis County Tax Office has calculated and submitted to the district the following tax rates for 2025:

- No-New-Revenue Tax Rate \$1.0095
- Voter-Approval Tax Rate \$1.0397
- Calculated Debt Rate \$0.3698

	Proposed 2025-26	Current 2024-25
General Fund (M&O)	\$0.7122	\$0.7381
Debt Service (I&S)	\$0.3275	\$0.3275
Total Tax Rate	\$1.0397	\$1.0656

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

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

ATTACHMENTS

Tax Rate Resolution No. 082025-01

MEETING DATE

August 20, 2025

Resolution No. 082025-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKE TRAVIS
INDEPENDENT SCHOOL DISTRICT REGARDING THE 2025 TAX RATE**

On this date, we, the Board of Trustees of the Lake Travis Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2025 at a total rate of \$1.0397, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.7122 for the purpose of maintenance and operations, and

\$0.3275 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 20th day of August, 2025 by the Board of Trustees.

Lauren White, Board President

Attest:

Erin Archer, Board Secretary

(Seal)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration of and Request for Approval of Specific Budget Outlay regarding House Bill 5 (HB 5), 83rd Legislative Session, concerning “Set-Aside” State Compensatory Funding for 2025-2026

RECOMMENDED ACTION

Administration recommends approval of a Specific Budget Outlay regarding House Bill 5, 83rd Legislative Session, concerning “set-aside” state compensatory funding, as presented.

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 \$248,775, 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

2025-2026 General Operating Budget – \$248,775

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

None

MEETING DATE

August 20, 2025



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration of and Request for Approval of 2025-2026 Lake Travis ISD Student Code of Conduct

RECOMMENDED ACTION

Administration recommends approval of the 2025-2026 Lake Travis ISD Student Code of Conduct, as presented.

RATIONALE

Texas law requires the Board to adopt a Student Code of Conduct annually. The proposed 2025-2026 Code incorporates post-session changes from the 89th Legislature and aligns with the Texas Association of School Boards' 2025-2026 Model Student Code of Conduct.

Key updates include: personal communication device restrictions during the school day consistent with HB 1481; clarifications to campus behavior coordinator duties; updated procedures for teacher removal and return-to-class; revisions to in-school and out-of-school suspension (including time limits, reviews, and required services); updates to Disciplinary Alternative Education Program placement and expulsion provisions; adjustments to consequences related to nicotine delivery devices (no mandatory DAEP placement for simple possession, while distribution remains a mandatory placement); and procedures for addressing incidents involving antisemitism as required by SB 326.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Chad Crowson – General Counsel

Dr. Bethany Medford – Assistant Superintendent of School Leadership

ATTACHMENTS

Proposed 2025-2026 LTISD Student Code of Conduct

MEETING DATE

August 20, 2025



2025-2026

STUDENT CODE OF CONDUCT

Adopted by the LTISD Board of Trustees on August 20, 2025

Student Code of Conduct

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Student Code of Conduct

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Dr. Bethany Medford, Assistant Superintendent of School Leadership, at medfordb@ltsidschools.org or 512-533-6023.

Purpose

The Student Code of Conduct (“Code of Conduct”), as required by [Chapter 37](#) of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

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 planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version 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 campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s 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.

Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student 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.

School District Authority and Jurisdiction

School District Authority and Jurisdiction

School rules and the district's authority 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:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by [Education Code 37.0832](#);
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by [Education Code 37.006](#), [37.007](#), or [37.0081](#); and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of [Chapter 37, Subchapter A](#) are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under [Penal Code 22.07](#);
- Conduct that contains the elements of the offense of unlawfully carrying weapons under [Penal Code 46.02](#);

School District Authority and Jurisdiction

- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under [Education Code 37.125](#); and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

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 CBC. Contact information may be found on each campus website and at:

<https://www.ltidschools.org/families/handbook-code-of-conduct>.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and 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

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

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.

Reporting Crimes

The principal or CBC and other school administrators as appropriate shall 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

The board utilizes police officers to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of district police officers are listed in Board Policy [CKEA\(LOCAL\)](#).

School District Authority and Jurisdiction

“Parent” Defined

Throughout the 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 the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with [Education Code 37.105](#), a school administrator, SRO, or district police officer shall have the authority to refuse entry to 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 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. However, the timelines for the district’s grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

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

Standards for Student Conduct

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Prepare for each class; bring 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.
- Report any acts of bullying and/or dangerous behaviors or situations to school personnel.
- Report misconduct on the part of any other student or staff member to the building principal, a teacher, or another adult.
- Adhere to the requirements of the Code of Conduct.

General Conduct Violations

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program (DAEP) Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, those 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.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- 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 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]
- Coerce an individual to act through the use or threat of force.

General Conduct Violations

- Commit extortion or blackmail.
- 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. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- 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.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- 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;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;

General Conduct Violations

- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for 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.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]
- The district may authorize the use of a personal communication device for the following reasons:
 - To implement an individualized education program (IEP) or for a plan created under [Section 504, Rehabilitation Act of 1973 \(29 U.S.C Section 794\)](#) or a similar program or plan;
 - With documented need based on a directive from a qualified physician; or
 - To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (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.

General Conduct Violations

- 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 to body or mind. [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.

General Conduct Violations

- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

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) 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 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, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible 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.

First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days.

Students with Disabilities

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

In accordance with the [Education Code](#), a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement 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.

Discipline Management Techniques

- 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, another assigned area, or to in-school suspension (ISS).
- 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 student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- 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.

Discipline Management Techniques

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 using 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 CBC 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 CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of [Education Code 37.0012\(d\)](#).

Discipline Management Techniques

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. 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 CBC shall send written notification by U.S. Mail. If the CBC 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.

Parental Involvement

The principal, campus behavior coordinator, or other appropriate administrator shall notify the parent of or person standing in parental relation to a student who has been placed in a disciplinary alternative education program (DAEP) or expelled of the parent's or person's right to request a behavioral agreement that specifies the responsibilities of the parent or person and student.

The behavioral agreement must specify the responsibilities of the student and parent/guardian. If followed, the agreement may result in a reduced disciplinary placement period, as outlined in the agreement. Reduction in the disciplinary placement period does not entitle the student to different disciplinary placement. The decision to reduce, revoke, or amend the disciplinary placement period is at the sole discretion of the school administration. Compliance with the agreement is required for the reduction to remain valid.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, 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 this policy may be obtained from the central administration office or online at <https://www.ltisdschools.org/departments/legal-services/grievances>.

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

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

Removal from the Regular Educational 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 CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by [Education Code 37.0832.0](#).

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Within three school days of the formal removal, the CBC 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 CBC 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 CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- 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.

Removal from the Regular Educational Setting

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

In-School Suspension

In-School Suspension

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.]

Process

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC 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.

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

Out-of-School Suspension

Out-of-School Suspension

Misconduct

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

The district shall not use out-of-school suspension for students below grade 3 unless the conduct meets the requirements established in law.

A student below grade 3 or 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 sections 46.02 or 46.05](#);
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; 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.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be assigned to out-of-school suspension 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 CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC 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 CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;

Out-of-School Suspension

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.

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

Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

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 ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. 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

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. 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 programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

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 CBC 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 of the following offenses:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of 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, or gang 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]

Disciplinary Alternative Education Program (DAEP) Placement

- 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.
- Engages in conduct that contains the elements of the offense of disruptive activities under [Education Code 37.123](#).
- Engages in conduct that contains the elements of the offense of disruption of classes under [Education Code 37.124](#).
- Possesses or uses an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#), except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

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 engaged in conduct punishable as a felony 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. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

The CBC **may** 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, 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:
 - Engages in conduct punishable as a felony.
 - Commits an assault [see Glossary] under [Penal Code 22.01\(a\)\(1\)](#).
 - Except as provided by [Education Code 37.007\(a\)\(3\)](#), 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

Disciplinary Alternative Education Program (DAEP) Placement

felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]

- 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.
- 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.
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Sells, gives, or delivers to another person an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
- Engages in conduct that contains the elements of an offense of harassment against an employee under [Penal Code sections 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 under [Penal Code 36.06](#) against any school employee or volunteer on or off school property.
- Engages in conduct that contains the elements of harassment under [Penal Code 42.07](#) against any school employee or volunteer on or off of school property.

The student receives deferred prosecution [see Glossary], or a court or jury finds that the student has engaged in delinquent conduct [see Glossary], or the superintendent or designee has a reasonable belief [see Glossary] under [Section 53.03, Family Code](#), for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under [Title 5](#);
2. The offense of deadly conduct under [Section 22.05](#);
3. The felony offense of aggravated robbery under [Section 29.03](#);
4. The offense of disorderly conduct involving a firearm under [Section 42.01\(a\)\(7\) or \(8\)](#); or
5. The offense of unlawfully carrying weapons under [Section 46.02](#), except for an offense punishable as a Class C misdemeanor under that section.

Disciplinary Alternative Education Program (DAEP) Placement

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The 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
- 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.

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 CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- 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 CBC 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.

Disciplinary Alternative Education Program (DAEP) Placement

Placement Order

After the conference, if the student is placed in a DAEP, the CBC 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 board's 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 a 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 a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a 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, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC 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 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.

Disciplinary Alternative Education Program (DAEP) Placement

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 are in a DAEP placement 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 CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. 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 central administration office or online at <https://www.ltidschools.org/departments/legal-services/grievances>.

Appeals shall 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.

Disciplinary Alternative Education Program (DAEP) Placement

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular 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 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 shall be the last instructional day, and the student shall 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 CBC 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 CBC 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

Disciplinary Alternative Education Program (DAEP) Placement

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 CBC 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 CBC 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 including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year 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 if the extended placement is in the best interest of the student.

Disciplinary Alternative Education Program (DAEP) Placement

Emergency Placement Procedure

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(LLEGAL) for more information.]

Placement and/or Expulsion for Certain Offenses

Placement and/or 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 student shall be placed in either DAEP or JJAEP for at least one semester.

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

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

Review Committee

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

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

Placement and/or Expulsion for Certain Offenses

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

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC 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 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 Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- 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 any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and](#)

Expulsion

[Safety Code](#) does not violate this provision. [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 deadly conduct. [see Glossary]

Within 300 Feet of School

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school’s real property boundary line.

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.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior 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:

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 [Penal Code 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Penal Code 21.07](#);
 - b. Indecent exposure under [Penal Code 21.08](#);
 - c. Criminal mischief under [Penal Code 28.03](#);
 - d. Hazing under [Education Code 37.152](#); or
 - e. 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 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

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by [Penal Code 46.02](#):
 - 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).]
 - 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]
 - Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
 - Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - 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.
 - Kidnapping or aggravated kidnapping.

Expulsion

- Burglary, robbery or aggravated robbery.
- Manslaughter.
- Criminally negligent homicide.
- Continuous sexual abuse of a young child or disabled individual.
- 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 conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of 10 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.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under [Education Code 37.0081 or 37.007\(a\), \(d\), or\(e\)](#).

Process

If a student is believed to have committed an expellable offense, the CBC 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.

Expulsion

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

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

Hearing

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

1. 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;
2. An opportunity to testify and to present evidence and witnesses in the student's defense; and
3. 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 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 consider and 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 CBC 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;

Expulsion

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:

1. The student is a threat to the safety of other students or to district employees; or
2. 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's conduct 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 CBC 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

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 CBC 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:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. 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:

1. The student is a threat to the safety of other students or district employees; or
2. 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. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 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 10 years of age.

Transition Services

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

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 CBC 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:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. 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:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interest of the district's students.

Expulsion

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:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. 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 this section is entitled to a review of his or her status, including academic status, by the CBC 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.

Glossary

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.

Antisemitism is defined by [Government Code section 448.001](#) as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

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 a crime that involves:

1. 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. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or

Glossary

3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another; or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by [Penal Code 22.01](#) as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or 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 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 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.

Glossary

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 [Penal Code 46.01](#) as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

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 [Education Code 37.0832](#) 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.

Glossary

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 silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; 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 [Education Code 37.001\(b\)\(2\)](#); 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:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - h. 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
 - i. 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.

Glossary

Hazing is defined by [Education Code 37.151](#) 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 [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 health, such as sleep deprivation, exposure to the elements, confinement 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; or
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 [Education Code 37.001\(b\)\(3\)](#) 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 [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.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

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.

Glossary

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.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. 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;
3. Personal communication devices or electronic devices; or
4. 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; or
 - b. A machine gun.
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, when the person 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 [Education Code 37.121\(d\)](#) 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

Glossary

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 [Code of Criminal Procedure Article 15.27](#).

Self-defense is the use of force against another to the degree a person reasonably believes 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 [Penal Code Section 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Penal Code 21.07](#);
 - b. Indecent exposure under [Penal Code 21.08](#);
 - c. Criminal mischief under [Penal Code 28.03](#);
 - d. Hazing under [Education Code 37.152](#); or
 - e. Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

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

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

Short-barrel firearm is 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:

Glossary

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 felonies are those crimes listed in [Title 5 of the Penal Code](#) that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under [Sections 19.02–.05](#);
- Kidnapping under [Section 20.03](#);
- Trafficking of persons under [Section 20A.02](#);
- Smuggling or continuous smuggling of persons under [Sections 20.05–.06](#);
- Assault under [Section 22.01](#);
- Aggravated assault under [Section 22.02](#);
- Sexual assault under [Section 22.011](#);
- Aggravated sexual assault under [Section 22.021](#);
- Unlawful restraint under [Section 20.02](#);
- Continuous sexual abuse of a young child or disabled individual under [Section 21.02](#);
- Bestiality under [Section 21.09](#);
- Improper relationship between educator and student under [Section 21.12](#);
- Voyeurism under [Section 21.17](#);
- Indecency with a child under [Section 21.11](#);
- Invasive visual recording under [Section 21.15](#);

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- Disclosure or promotion of intimate visual material under [Section 21.16](#);
- Sexual coercion under [Section 21.18](#);
- Injury to a child, an elderly person, or a disabled person of any age under [Section 22.04](#);
- Abandoning or endangering a child under [Section 22.041](#);
- Deadly conduct under [Section 22.05](#);
- Terroristic threat under [Section 22.07](#);
- Aiding a person to die by suicide under [Section 22.08](#); and
- Tampering with a consumer product under [Section 22.09](#).

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 in-fluence” 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 that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

2025-2026 LTISD Student Code of Conduct



Bills From the 89th Legislative Session That Affect the Student Code of Conduct

- **House Bill 6** makes substantial changes to Chapter 37, including clarifying the length of suspensions and removing mandatory DAEP placements for possession of an e-cigarette, among other things.
- **House Bill 1481** mandates a written policy prohibiting students from using personal communication devices on school property during the school day, including disciplinary measures for violations and exceptions for students with medical needs or those requiring the devices for IEPs or Section 504 plans.
- **Senate Bill 326** amends the Education Code to address antisemitism in public schools. It requires schools to use the definition of antisemitism found in Government Code section 448.001 when determining whether a student's misconduct was motivated by antisemitism.



Changes to LTISD Student Code of Conduct

Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]
- The district may authorize the use of a personal communication device for the following reasons:
 - To implement an individualized education program (IEP) or for a plan created under [Section 504, Rehabilitation Act of 1973 \(29 U.S.C Section 794\)](#) or a similar program or plan;
 - With documented need based on a directive from a qualified physician; or
 - To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.



Changes to LTISD Student Code of Conduct

First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days.



*2025-2026 LTISD
Student Code of Conduct*





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration of and Request for Approval of 2024-2025 Budget Amendment – General Fund, Debt Service Fund and Food Service Fund

RECOMMENDED ACTION

Administration recommends approval of the 2024-2025 Budget Amendments, as presented.

RATIONALE

The proposed General Fund budget amendments adjust for actual data and include end of year balancing of expenditure accounts by function. The net effect of the amendments increases the budgeted fund balance deficit by \$260,000 from (\$8,635,000) to (\$8,895,000).

The proposed Debt Service Fund budget amendments adjust for actual data and adjusts expenditures for early redemption of bond principal. The net effect of the amendments does not change the budgeted fund balance of \$10,742,182.

The proposed Food Service Fund budget amendments adjust for actual data and does not change the budgeted fund balance of \$1,214,099.

BUDGET PROVISIONS

2024-2025 Budget

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

2024-2025 Budget Amendment #4 – General Fund

2024-2025 Budget Amendment #2 – Debt Service Fund

2024-2025 Budget Amendment #1 – Food Service Fund

MEETING DATE

August 20, 2025

Lake Travis ISD
General Operating Fund-Budget Amendment #4
2024-2025

		2024-2025	Recommended		2024-2025
<u>Revenues</u>		<u>Amended Budget</u>	<u>Amendments</u>	<u>Amendments</u>	<u>Amended Budget</u>
5711	Current Year Taxes	\$ 138,200,000	\$ -		\$ 138,200,000
5700	Other Local Revenues	\$ 6,360,000	\$ 235,000		\$ 6,595,000
5800	State Program Revenues	\$ 14,226,764	\$ (100,000)		\$ 14,126,764
5900	<u>Federal Revenue</u>	\$ 158,500	\$ 105,000		\$ 263,500
	TOTAL REVENUES	\$ 158,945,264	\$ 240,000		\$ 159,185,264

		2024-2025	Recommended		2024-2025
<u>Expenditures</u>		<u>Amended Budget</u>	<u>Amendments</u>	<u>Amendments</u>	<u>Amended Budget</u>
11	Instruction	\$ 68,104,000	\$ (600,000)		\$ 67,504,000
12	Instructional Resources	\$ 1,071,983	\$ -		\$ 1,071,983
13	Staff Development	\$ 1,400,016	\$ (120,000)		\$ 1,280,016
21	Instructional Administration	\$ 2,361,963	\$ 280,000		\$ 2,641,963
23	School Administration	\$ 5,828,584	\$ 130,000		\$ 5,958,584
31	Guidance & Counseling	\$ 5,484,061	\$ (700,000)		\$ 4,784,061
32	Social Work Services	\$ 475,689	\$ (70,000)		\$ 405,689
33	Health Services	\$ 1,087,609	\$ (85,000)		\$ 1,002,609
34	Transportation	\$ 4,846,547	\$ 690,000		\$ 5,536,547
35	Food Service	\$ 122,601	\$ 30,000		\$ 152,601
36	Co-Curricular Activities	\$ 2,745,259	\$ 25,000		\$ 2,770,259
41	General Administration	\$ 4,525,194	\$ 640,000		\$ 5,165,194
51	Plant & Maintenance	\$ 12,778,467	\$ 150,000		\$ 12,928,467
52	Safety & Security	\$ 1,696,927	\$ 85,000		\$ 1,781,927
53	Non-Instructional Data Processing	\$ 3,136,783	\$ (170,000)		\$ 2,966,783
61	Community Services	\$ 528,009	\$ 90,000		\$ 618,009
71	Debt Service	\$ 150,000	\$ -		\$ 150,000
81	Facilities/Construction	\$ 40,867	\$ 35,000		\$ 75,867
91	State Transfers (Recapture)	\$ 50,063,945	\$ 130,000		\$ 50,193,945
92	Incremental WADA Costs	\$ -	\$ -		\$ -
93	Sp. Ed. Transfer Payments	\$ 66,760	\$ (8,000)		\$ 58,760
95	JJAEP Transfer Payments	\$ 15,000	\$ (10,000)		\$ 5,000
99	<u>Travis County Appraisal District</u>	\$ 1,050,000	\$ (22,000)		\$ 1,028,000
	TOTAL EXPENDITURES	\$ 167,580,264	\$ 500,000		\$ 168,080,264

		2024-2025	Recommended		2024-2025
<u>Other Resources and (Uses)</u>		<u>Amended Budget</u>	<u>Amendments</u>	<u>Amendments</u>	<u>Amended Budget</u>
7990	Other Resources	\$ -	\$ -		\$ -
8990	<u>Other Uses</u>	\$ -	\$ -		\$ -
	TOTAL RESOURCES & USES	\$ -	\$ -		\$ -

	Excess (Deficiency) Of Revenues Over				
1200	Expenditures	\$ (8,635,000)	\$ (260,000)		\$ (8,895,000)
3000	Beginning Fund Balance-9/1	\$ 41,139,503			\$ 41,139,503
3600	Ending Fund Balance-8/31	\$ 32,504,503			\$ 32,244,503

Note: The general operating revenue budget amendment includes a increase to local tax revenue of \$235,000 due to a slight increase in prior year tax collections, a decrease in state aide from a true-up of TRS on Behalf, and an increase in SHARS funding from a 2023-2024 settle-up payment. The general operating expenditures budget amendment includes end of year balancing of expenditure accounts by function.

**Lake Travis ISD
Debt Service Fund-Amendment #2
2024-2025**

		2024-2025	Recommended	2024-2025
<u>Revenues</u>		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
5711	Current Year Taxes	\$ 61,500,000	\$ (300,000)	\$ 61,200,000
5700	Other Local Revenues	\$ 800,000	\$ 220,000	\$ 1,020,000
5800	State Program Revenues	\$ 2,418,000	\$ -	\$ 2,418,000
5900	<u>Federal Revenue</u>	\$ -	\$ -	\$ -
	TOTAL REVENUES	\$ 64,718,000	\$ (80,000)	\$ 64,638,000
<u>Expenditures</u>				
71	<u>Debt Service</u>	\$ 64,718,000	\$ (80,000)	\$ 64,638,000
	TOTAL EXPENDITURES	\$ 64,718,000	\$ (80,000)	\$ 64,638,000
				\$ -
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ -	\$ -	\$ -
3000	Beginning Fund Balance-9/1	\$ 10,742,182		\$ 10,742,182
3600	Ending Fund Balance-8/31	\$ 10,742,182		\$ 10,742,182

Note: Budget amendment reflects a decrease in current year tax revenue due to additional homestead exemption refundings and property value protest settlements, an increase in interest earnings on deposits, and an expenditure decrease in the amount of early redemption of bond principal.

**Lake Travis ISD
Food Service Fund-Amendment #1
2024-2025**

		2024-2025	Recommended	2024-2025
<u>Revenues</u>		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
5700	Other Local Revenues	\$ 5,961,500	\$ 265,000	\$ 6,226,500
5800	State Program Revenues	\$ 10,000	\$ -	\$ 10,000
5900	<u>Federal Revenue</u>	<u>\$ 751,825</u>	<u>\$ (75,000)</u>	<u>\$ 676,825</u>
	TOTAL REVENUES	\$ 6,723,325	\$ 190,000	\$ 6,913,325
<u>Expenditures</u>				
35	Food Service	\$ 6,523,325	\$ 190,000	\$ 6,713,325
51	<u>Plant & Maintenance Operations</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 200,000</u>
	TOTAL EXPENDITURES	\$ 6,723,325	\$ 190,000	\$ 6,913,325
				\$ -
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ -	\$ -	\$ -
				\$ -
3000	Beginning Fund Balance-9/1	<u>\$ 1,214,099</u>		<u>\$ 1,214,099</u>
				\$ -
3600	Ending Fund Balance-8/31	\$ 1,214,099		\$ 1,214,099

Note: Budget amendment reflects an increase to local revenue due to increase in meal participation and an increase to salaries due to fully staffed positions.

2024-2025 Budget Amendments

August 20, 2025



2024-2025 General Fund Projection and Proposed Budget Amendment

Revenue

- \$240,000 increase

		2024-2025		Recommended		2024-2025	
		Amended Budget		Amendments		Amended Budget	
Revenues							
5711	Current Year Taxes	\$	138,200,000	\$	-	\$	138,200,000
5700	Other Local Revenues	\$	6,360,000	\$	235,000	\$	6,595,000
5800	State Program Revenues	\$	14,226,764	\$	(100,000)	\$	14,126,764
5900	Federal Revenue	\$	158,500	\$	105,000	\$	263,500
	TOTAL REVENUES	\$	158,945,264	\$	240,000	\$	159,185,264
Expenditures							
11	Instruction	\$	68,104,000	\$	(600,000)	\$	67,504,000
12	Instructional Resources	\$	1,071,983	\$	-	\$	1,071,983
13	Staff Development	\$	1,400,016	\$	(120,000)	\$	1,280,016
21	Instructional Administration	\$	2,361,963	\$	280,000	\$	2,641,963
23	School Administration	\$	5,828,584	\$	130,000	\$	5,958,584
31	Guidance & Counseling	\$	5,484,061	\$	(700,000)	\$	4,784,061
32	Social Work Services	\$	475,689	\$	(70,000)	\$	405,689
33	Health Services	\$	1,087,609	\$	(85,000)	\$	1,002,609
34	Transportation	\$	4,846,547	\$	690,000	\$	5,536,547
35	Food Service	\$	122,601	\$	30,000	\$	152,601
36	Co-Curricular Activities	\$	2,745,259	\$	25,000	\$	2,770,259
41	General Administration	\$	4,525,194	\$	640,000	\$	5,165,194
51	Plant & Maintenance	\$	12,778,467	\$	150,000	\$	12,928,467
52	Safety & Security	\$	1,696,927	\$	85,000	\$	1,781,927
53	Non-Instructional Data Processing	\$	3,136,783	\$	(170,000)	\$	2,966,783
61	Community Services	\$	528,009	\$	90,000	\$	618,009
71	Debt Service	\$	150,000	\$	-	\$	150,000
81	Facilities/Construction	\$	40,867	\$	35,000	\$	75,867
91	State Transfers (Recapture)	\$	50,063,945	\$	130,000	\$	50,193,945
92	Incremental WADA Costs	\$	-	\$	-	\$	-
93	Sp. Ed. Transfer Payments	\$	66,760	\$	(8,000)	\$	58,760
95	JJAEF Transfer Payments	\$	15,000	\$	(10,000)	\$	5,000
99	Travis County Appraisal District	\$	1,050,000	\$	(22,000)	\$	1,028,000
	TOTAL EXPENDITURES	\$	167,580,264	\$	500,000	\$	168,080,264
Other Resources and (Uses)							
7990	Other Resources	\$	-	\$	-	\$	-
8990	Other Uses	\$	-	\$	-	\$	-
	TOTAL RESOURCES & USES	\$	-	\$	-	\$	-
Excess (Deficiency) Of Revenues Over							
1200	Expenditures	\$	(8,635,000)	\$	(260,000)	\$	(8,895,000)
3000	Beginning Fund Balance-9/1	\$	41,139,503			\$	41,139,503
3600	Ending Fund Balance-8/31	\$	32,504,503			\$	32,244,503



2024-2025 General Fund Projection and Proposed Budget Amendment

Revenue

- \$240,000 increase

Expenditures

- \$500,000 increase

		2024-2025		Recommended		2024-2025	
		<u>Amended Budget</u>		<u>Amendments</u>		<u>Amended Budget</u>	
<u>Revenues</u>							
5711	Current Year Taxes	\$	138,200,000	\$	-	\$	138,200,000
5700	Other Local Revenues	\$	6,360,000	\$	235,000	\$	6,595,000
5800	State Program Revenues	\$	14,226,764	\$	(100,000)	\$	14,126,764
5900	Federal Revenue	\$	158,500	\$	105,000	\$	263,500
	TOTAL REVENUES	\$	158,945,264	\$	240,000	\$	159,185,264
<u>Expenditures</u>							
11	Instruction	\$	68,104,000	\$	(600,000)	\$	67,504,000
12	Instructional Resources	\$	1,071,983	\$	-	\$	1,071,983
13	Staff Development	\$	1,400,016	\$	(120,000)	\$	1,280,016
21	Instructional Administration	\$	2,361,963	\$	280,000	\$	2,641,963
23	School Administration	\$	5,828,584	\$	130,000	\$	5,958,584
31	Guidance & Counseling	\$	5,484,061	\$	(700,000)	\$	4,784,061
32	Social Work Services	\$	475,689	\$	(70,000)	\$	405,689
33	Health Services	\$	1,087,609	\$	(85,000)	\$	1,002,609
34	Transportation	\$	4,846,547	\$	690,000	\$	5,536,547
35	Food Service	\$	122,601	\$	30,000	\$	152,601
36	Co-Curricular Activities	\$	2,745,259	\$	25,000	\$	2,770,259
41	General Administration	\$	4,525,194	\$	640,000	\$	5,165,194
51	Plant & Maintenance	\$	12,778,467	\$	150,000	\$	12,928,467
52	Safety & Security	\$	1,696,927	\$	85,000	\$	1,781,927
53	Non-Instructional Data Processing	\$	3,136,783	\$	(170,000)	\$	2,966,783
61	Community Services	\$	528,009	\$	90,000	\$	618,009
71	Debt Service	\$	150,000	\$	-	\$	150,000
81	Facilities/Construction	\$	40,867	\$	35,000	\$	75,867
91	State Transfers (Recapture)	\$	50,063,945	\$	130,000	\$	50,193,945
92	Incremental WADA Costs	\$	-	\$	-	\$	-
93	Sp. Ed. Transfer Payments	\$	66,760	\$	(8,000)	\$	58,760
95	JJAEF Transfer Payments	\$	15,000	\$	(10,000)	\$	5,000
99	Travis County Appraisal District	\$	1,050,000	\$	(22,000)	\$	1,028,000
	TOTAL EXPENDITURES	\$	167,580,264	\$	500,000	\$	168,080,264
<u>Other Resources and (Uses)</u>							
7990	Other Resources	\$	-	\$	-	\$	-
8990	Other Uses	\$	-	\$	-	\$	-
	TOTAL RESOURCES & USES	\$	-	\$	-	\$	-
Excess (Deficiency) Of Revenues Over							
1200	Expenditures	\$	(8,635,000)	\$	(260,000)	\$	(8,895,000)
3000	Beginning Fund Balance-9/1	\$	41,139,503			\$	41,139,503
3600	Ending Fund Balance-8/31	\$	32,504,503			\$	32,244,503



2024-2025 General Fund Projection and Proposed Budget Amendment

Revenue

- \$240,000 increase

Expenditures

- \$500,000 increase

Net Impact

- \$260,000 increase to budget deficit

		2024-2025		Recommended		2024-2025	
		Amended Budget		Amendments		Amended Budget	
Revenues							
5711	Current Year Taxes	\$	138,200,000	\$	-	\$	138,200,000
5700	Other Local Revenues	\$	6,360,000	\$	235,000	\$	6,595,000
5800	State Program Revenues	\$	14,226,764	\$	(100,000)	\$	14,126,764
5900	Federal Revenue	\$	158,500	\$	105,000	\$	263,500
	TOTAL REVENUES	\$	158,945,264	\$	240,000	\$	159,185,264
Expenditures							
11	Instruction	\$	68,104,000	\$	(600,000)	\$	67,504,000
12	Instructional Resources	\$	1,071,983	\$	-	\$	1,071,983
13	Staff Development	\$	1,400,016	\$	(120,000)	\$	1,280,016
21	Instructional Administration	\$	2,361,963	\$	280,000	\$	2,641,963
23	School Administration	\$	5,828,584	\$	130,000	\$	5,958,584
31	Guidance & Counseling	\$	5,484,061	\$	(700,000)	\$	4,784,061
32	Social Work Services	\$	475,689	\$	(70,000)	\$	405,689
33	Health Services	\$	1,087,609	\$	(85,000)	\$	1,002,609
34	Transportation	\$	4,846,547	\$	690,000	\$	5,536,547
35	Food Service	\$	122,601	\$	30,000	\$	152,601
36	Co-Curricular Activities	\$	2,745,259	\$	25,000	\$	2,770,259
41	General Administration	\$	4,525,194	\$	640,000	\$	5,165,194
51	Plant & Maintenance	\$	12,778,467	\$	150,000	\$	12,928,467
52	Safety & Security	\$	1,696,927	\$	85,000	\$	1,781,927
53	Non-Instructional Data Processing	\$	3,136,783	\$	(170,000)	\$	2,966,783
61	Community Services	\$	528,009	\$	90,000	\$	618,009
71	Debt Service	\$	150,000	\$	-	\$	150,000
81	Facilities/Construction	\$	40,867	\$	35,000	\$	75,867
91	State Transfers (Recapture)	\$	50,063,945	\$	130,000	\$	50,193,945
92	Incremental WADA Costs	\$	-	\$	-	\$	-
93	Sp. Ed. Transfer Payments	\$	66,760	\$	(8,000)	\$	58,760
95	JJAEP Transfer Payments	\$	15,000	\$	(10,000)	\$	5,000
99	Travis County Appraisal District	\$	1,050,000	\$	(22,000)	\$	1,028,000
	TOTAL EXPENDITURES	\$	167,580,264	\$	500,000	\$	168,080,264
Other Resources and (Uses)							
7990	Other Resources	\$	-	\$	-	\$	-
8990	Other Uses	\$	-	\$	-	\$	-
	TOTAL RESOURCES & USES	\$	-	\$	-	\$	-
Excess (Deficiency) Of Revenues Over							
1200	Expenditures	\$	(8,635,000)	\$	(260,000)	\$	(8,895,000)
3000	Beginning Fund Balance-9/1	\$	41,139,503			\$	41,139,503
3600	Ending Fund Balance-8/31	\$	32,504,503			\$	32,244,503



2024-2025 General Fund Projection and Proposed Budget Amendment

Revenue

- \$240,000 increase

Expenditures

- \$500,000 increase

Net Impact

- \$260,000 increase to budget deficit

**Projected budget deficit =
\$8,895,000**

		2024-2025		Recommended		2024-2025	
		Amended Budget		Amendments		Amended Budget	
Revenues							
5711	Current Year Taxes	\$	138,200,000	\$	-	\$	138,200,000
5700	Other Local Revenues	\$	6,360,000	\$	235,000	\$	6,595,000
5800	State Program Revenues	\$	14,226,764	\$	(100,000)	\$	14,126,764
5900	Federal Revenue	\$	158,500	\$	105,000	\$	263,500
	TOTAL REVENUES	\$	158,945,264	\$	240,000	\$	159,185,264
Expenditures							
11	Instruction	\$	68,104,000	\$	(600,000)	\$	67,504,000
12	Instructional Resources	\$	1,071,983	\$	-	\$	1,071,983
13	Staff Development	\$	1,400,016	\$	(120,000)	\$	1,280,016
21	Instructional Administration	\$	2,361,963	\$	280,000	\$	2,641,963
23	School Administration	\$	5,828,584	\$	130,000	\$	5,958,584
31	Guidance & Counseling	\$	5,484,061	\$	(700,000)	\$	4,784,061
32	Social Work Services	\$	475,689	\$	(70,000)	\$	405,689
33	Health Services	\$	1,087,609	\$	(85,000)	\$	1,002,609
34	Transportation	\$	4,846,547	\$	690,000	\$	5,536,547
35	Food Service	\$	122,601	\$	30,000	\$	152,601
36	Co-Curricular Activities	\$	2,745,259	\$	25,000	\$	2,770,259
41	General Administration	\$	4,525,194	\$	640,000	\$	5,165,194
51	Plant & Maintenance	\$	12,778,467	\$	150,000	\$	12,928,467
52	Safety & Security	\$	1,696,927	\$	85,000	\$	1,781,927
53	Non-Instructional Data Processing	\$	3,136,783	\$	(170,000)	\$	2,966,783
61	Community Services	\$	528,009	\$	90,000	\$	618,009
71	Debt Service	\$	150,000	\$	-	\$	150,000
81	Facilities/Construction	\$	40,867	\$	35,000	\$	75,867
91	State Transfers (Recapture)	\$	50,063,945	\$	130,000	\$	50,193,945
92	Incremental WADA Costs	\$	-	\$	-	\$	-
93	Sp. Ed. Transfer Payments	\$	66,760	\$	(8,000)	\$	58,760
95	JJAEP Transfer Payments	\$	15,000	\$	(10,000)	\$	5,000
99	Travis County Appraisal District	\$	1,050,000	\$	(22,000)	\$	1,028,000
	TOTAL EXPENDITURES	\$	167,580,264	\$	500,000	\$	168,080,264
Other Resources and (Uses)							
7990	Other Resources	\$	-	\$	-	\$	-
8990	Other Uses	\$	-	\$	-	\$	-
	TOTAL RESOURCES & USES	\$	-	\$	-	\$	-
Excess (Deficiency) Of Revenues Over							
1200	Expenditures	\$	(8,635,000)	\$	(260,000)	\$	(8,895,000)
3000	Beginning Fund Balance-9/1	\$	41,139,503			\$	41,139,503
3600	Ending Fund Balance-8/31	\$	32,504,503			\$	32,244,503



2024-2025 Debt Service Projection and Proposed Budget Amendment

Revenue

- \$80,000 decrease

Expenditures

- \$80,000 decrease

Net Impact

- \$0 to ending balance

**Projected Ending Fund
Balance = \$10,742,182**

		2024-2025	Recommended	2024-2025
		Adopted Budget	Amendments	Amended Budget
<u>Revenues</u>				
5711	Current Year Taxes	\$ 61,500,000	\$ (300,000)	\$ 61,200,000
5700	Other Local Revenues	\$ 800,000	\$ 220,000	\$ 1,020,000
5800	State Program Revenues	\$ 2,418,000	\$ -	\$ 2,418,000
5900	Federal Revenue	\$ -	\$ -	\$ -
	TOTAL REVENUES	\$ 64,718,000	\$ (80,000)	\$ 64,638,000
<u>Expenditures</u>				
71	Debt Service	\$ 64,718,000	\$ (80,000)	\$ 64,638,000
	TOTAL EXPENDITURES	\$ 64,718,000	\$ (80,000)	\$ 64,638,000
			\$	-
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ -	\$ -	\$ -
3000	Beginning Fund Balance-9/1	\$ 10,742,182		\$ 10,742,182
3600	Ending Fund Balance-8/31	\$ 10,742,182		\$ 10,742,182



2024-2025 Food Service Projection and Proposed Budget Amendment

Revenue

- \$190,000 increase

Expenditures

- \$190,000 increase

Net Impact

- \$0 to ending balance

**Projected Ending Fund
Balance = \$1,214,099**

		2024-2025	Recommended	2024-2025
		Adopted Budget	Amendments	Amended Budget
<u>Revenues</u>				
5700	Other Local Revenues	\$ 5,961,500	\$ 265,000	\$ 6,226,500
5800	State Program Revenues	\$ 10,000	\$ -	\$ 10,000
5900	Federal Revenue	\$ 751,825	\$ (75,000)	\$ 676,825
	TOTAL REVENUES	\$ 6,723,325	\$ 190,000	\$ 6,913,325
<u>Expenditures</u>				
35	Food Service	\$ 6,523,325	\$ 190,000	\$ 6,713,325
51	Plant & Maintenance Operations	\$ 200,000	\$ -	\$ 200,000
	TOTAL EXPENDITURES	\$ 6,723,325	\$ 190,000	\$ 6,913,325
				\$ -
	Excess (Deficiency) Of Revenues Over			
1200	Expenditures	\$ -	\$ -	\$ -
				\$ -
3000	Beginning Fund Balance-9/1	\$ 1,214,099		\$ 1,214,099
				\$ -
3600	Ending Fund Balance-8/31	\$ 1,214,099		\$ 1,214,099



Questions





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of the Compensation Plan for 2025-2026

RECOMMENDED ACTION

Administration recommends approval of the compensation plan for 2025-2026.

RATIONALE

The proposed compensation plan reflects our commitment to valuing and retaining staff while maintaining fiscal responsibility. It includes targeted incentives resulting from recently approved legislation, such as the Teacher Retention Allotment, for most teachers, and a general salary increase for all eligible staff. These measures honor the vital role each team member plays in our success and help us remain competitive in attracting and retaining talent.

BUDGET PROVISIONS

2025-2026 Budget

RESOURCE PERSONNEL

Susan Fambrough – Assistant Superintendent of Human Resources

Pam Sanchez – Assistant Superintendent of Business

ATTACHMENTS

Compensation Plan 2025-2026

MEETING DATE

August 20, 2025



**2025-2026
NEW Teacher Hiring Schedule**

Years of Experience	District Funded Bachelors	District Funded Graduate	Teacher Retention Allotment	Total Salary Bachelors	Total Salary Graduate
0	\$57,000	\$58,230	\$0	\$57,000	\$58,230
1	\$57,670	\$58,900	\$0	\$57,670	\$58,900
2	\$58,310	\$59,540	\$0	\$58,310	\$59,540
3	\$58,560	\$59,790	\$2,500	\$61,060	\$62,290
4	\$58,660	\$59,890	\$2,500	\$61,160	\$62,390
5	\$58,811	\$60,041	\$5,000	\$63,811	\$65,041
6	\$58,961	\$60,191	\$5,000	\$63,961	\$65,191
7	\$61,369	\$62,599	\$5,000	\$66,369	\$67,599
8	\$61,569	\$62,799	\$5,000	\$66,569	\$67,799
9	\$61,770	\$63,000	\$5,000	\$66,770	\$68,000
10	\$61,970	\$63,200	\$5,000	\$66,970	\$68,200
11	\$62,171	\$63,401	\$5,000	\$67,171	\$68,401
12	\$62,995	\$64,225	\$5,000	\$67,995	\$69,225
13	\$63,196	\$64,426	\$5,000	\$68,196	\$69,426
14	\$63,397	\$64,627	\$5,000	\$68,397	\$69,627
15	\$63,597	\$64,827	\$5,000	\$68,597	\$69,827
16	\$63,798	\$65,028	\$5,000	\$68,798	\$70,028
17	\$66,055	\$67,285	\$5,000	\$71,055	\$72,285
18	\$66,255	\$67,485	\$5,000	\$71,255	\$72,485
19	\$66,456	\$67,686	\$5,000	\$71,456	\$72,686
20	\$66,657	\$67,887	\$5,000	\$71,657	\$72,887
21	\$66,857	\$68,087	\$5,000	\$71,857	\$73,087
22	\$69,114	\$70,344	\$5,000	\$74,114	\$75,344
23	\$69,315	\$70,545	\$5,000	\$74,315	\$75,545
24	\$69,515	\$70,745	\$5,000	\$74,515	\$75,745
25	\$69,716	\$70,946	\$5,000	\$74,716	\$75,946
26	\$69,916	\$71,146	\$5,000	\$74,916	\$76,146
27	\$72,173	\$73,403	\$5,000	\$77,173	\$78,403
28	\$72,374	\$73,604	\$5,000	\$77,374	\$78,604
29	\$72,575	\$73,805	\$5,000	\$77,575	\$78,805
30	\$72,775	\$74,005	\$5,000	\$77,775	\$79,005
31	\$72,976	\$74,206	\$5,000	\$77,976	\$79,206
32	\$73,477	\$74,707	\$5,000	\$78,477	\$79,707
33	\$73,979	\$75,209	\$5,000	\$78,979	\$80,209
34	\$74,480	\$75,710	\$5,000	\$79,480	\$80,710
35	\$74,982	\$76,212	\$5,000	\$79,982	\$81,212
36+	\$75,483	\$76,713	\$5,000	\$80,483	\$81,713

- The teacher retention allotment is available to teachers with 3 or more years of experience working at least 50% and with a PEIMS code 087.
- The LTISD School Board approved a 1% raise for teachers with 1 and 2 years of experience; the raise is calculated based on the average district funded teacher salary.



**2025-2026
NEW Librarian Hiring Schedule**

Years of Experience	Salary Bachelors	Salary Graduate
0	\$57,000	\$58,230
1	\$57,670	\$58,900
2	\$58,310	\$59,540
3	\$59,230	\$60,460
4	\$59,330	\$60,560
5	\$59,481	\$60,711
6	\$59,631	\$60,861
7	\$62,039	\$63,269
8	\$62,239	\$63,469
9	\$62,440	\$63,670
10	\$62,640	\$63,870
11	\$62,841	\$64,071
12	\$63,665	\$64,895
13	\$63,866	\$65,096
14	\$64,067	\$65,297
15	\$64,267	\$65,497
16	\$64,468	\$65,698
17	\$66,725	\$67,955
18	\$66,925	\$68,155
19	\$67,126	\$68,356
20	\$67,327	\$68,557
21	\$67,527	\$68,757
22	\$69,784	\$71,014
23	\$69,985	\$71,215
24	\$70,185	\$71,415
25	\$70,386	\$71,616
26	\$70,586	\$71,816
27	\$72,843	\$74,073
28	\$73,044	\$74,274
29	\$73,245	\$74,475
30	\$73,445	\$74,675
31	\$73,646	\$74,876
32	\$74,147	\$75,377
33	\$74,649	\$75,879
34	\$75,150	\$76,380
35	\$75,652	\$76,882
36+	\$76,153	\$77,383

- The LTISD School Board approved a 1% raise for librarians;
the raise is calculated based on the average salary.



Administrative Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Daily	302.35	371.71	441.05
Annual - 217	65,610	80,661	95,708
Annual - 225	68,029	83,635	99,236
Assistant Principal, ES (217)		Assistant Director, Community Programs (225)	

Pay Grade 2

	Minimum	Midpoint	Maximum
Daily	317.18	387.27	457.35
Annual - 225	71,366	87,136	102,904
Coordinator, Special Services		Coordinator, 504/MTSS	

Pay Grade 3

	Minimum	Midpoint	Maximum
Daily	321.53	392.27	462.88
Annual - 217	69,772	85,123	100,445
Assistant Principal, MS			

Pay Grade 4

	Minimum	Midpoint	Maximum
Daily	340.15	412.88	485.63
Annual - 217	73,813	89,595	105,382
Annual - 225	76,534	92,898	109,267
Assistant Principal, HS (217)		Director, Community Programs (225)	

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	344.94	421.13	497.35
Annual - 225	77,612	94,754	111,904
Director, Purchasing Assistant Director, Athletics Manager, Construction Project Manager, Payroll/Benefits		Associate Principal, HS Assistant Director, Special Services Manager, Human Resources	

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	399.44	487.73	576.01
Annual - 225	89,874	109,739	129,602
Director, Accountability/Achievement Director, Curriculum & Instruction Director, Health and SEL Director, Quality Assurance		Director, Corporate Relations and LTEF Director, Fine Arts Director, Security/Chief of Police	

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	414.41	509.73	606.58
Annual - 220	91,170	112,141	133,448
Principal, ES			

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	437.80	533.12	629.97
Annual - 225	98,505	119,952	141,743
Principal, MS			

Pay Grade 9

	Minimum	Midpoint	Maximum
Daily	456.37	557.22	658.08
Annual - 225	102,683	125,375	148,068
Director, Athletics Director, Finance Sr. Director, FANS & Transportation		Director, Facilities and Construction Sr. Director, Maintenance & Safety	

Pay Grade 10

	Minimum	Midpoint	Maximum
Daily	512.62	626.69	740.12
Annual - 225	115,340	141,005	166,527
Exec Director, Communications Exec Director, Special Services		Exec Director, Curriculum & Instruction	

Pay Grade 11

	Minimum	Midpoint	Maximum
Daily	555.87	678.15	800.44
Annual - 225	125,071	152,584	180,099
Principal, HS			

Pay Grade 12

	Minimum	Midpoint	Maximum
Daily	562.35	691.70	823.12
Annual - 225	126,529	155,633	185,202
Principal, HS			

Pay Grade 13

	Minimum	Midpoint	Maximum
Daily	617.40	753.84	890.29
Annual - 224	138,298	168,860	199,425
Asst Supt, Human Resources		Asst Supt, Business Services	
Asst Supt, Curriculum & Instruction		Asst Supt, Organizational Services	
Asst Supt, School Leadership			



Professional Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Daily	259.02	316.25	373.55
Annual - 187	48,437	59,139	69,854
SLP Assistant (187)			

Pay Grade 2

	Minimum	Midpoint	Maximum
Daily	265.91	324.68	383.44
Annual - 207	55,043	67,209	79,372
Annual - 217	57,702	70,456	83,206
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	271.22	331.00	390.90
Annual - 187	50,718	61,897	73,098
Annual - 206	55,871	68,186	80,525
Annual - 217	58,855	71,827	84,825
Annual - 225	61,025	74,475	87,953
At-Risk Coord (206)		Nurse (187)	
Bilingual/ESL Coordinator (217)		Elementary Academic Coordinator (225)	
Secondary Academic Coordinator (225)		Technology Instructional Coordinator (225)	
Safety & Security Coordinator (225)			

Pay Grade 4

	Minimum	Midpoint	Maximum
Daily	281.66	343.91	406.16
Annual - 187	52,670	64,311	75,952
Annual - 197	55,487	67,750	80,014
Annual - 225	63,374	77,380	91,386
ARD Facilitator (197) District Behavior Specialist (225) Licensed Clinical Social Worker (197) Orientation & Mobility Specialist (187)		Behavior Specialist (197) Lead Dyslexia Specialist (225) Low Incidence Specialist (197) Transition Specialist (197)	

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	293.43	354.54	415.68
Annual - 197	57,806	69,844	81,889
Annual - 206	60,447	73,035	85,630
Elem Counselor (197)		HS & MS Counselor (206)	

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	300.73	361.59	422.42
Annual - 187	56,237	67,617	78,993
Annual - 225	67,664	81,358	95,045
Occupational Therapist - Annual (225) Physical Therapist (187)		Occupational Therapist (187)	

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	308.87	371.12	433.36
Annual - 197	60,847	73,111	85,372
Annual - 207	63,936	76,822	89,706
Annual - 225	69,496	83,502	97,506
Diagnostician (197) Spec Education Counselor (197) School Psychologist, Child Find (207)		Lead Nurse (225) School Psychologist (197)	



Technology Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	19.92	24.41	28.87
Annual - 225	35,856	43,938	51,966
Information Systems Tech			

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	21.99	26.90	31.87
Annual - 225	39,582	48,420	57,366
Technology Tech I			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	23.97	29.35	34.72
Annual - 225	43,146	52,830	62,496
Technology Tech II		Information System Specialist	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	29.74	36.01	42.28
Annual - 225	53,532	64,818	76,104
Technology Specialist/Frontline			

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	322.52	393.79	465.06
Annual - 225	72,567	88,603	104,639
Network Administrator Systems Administrator		Cybersecurity Coordinator Information Systems Administrator	

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	342.62	418.34	494.07
Annual - 225	77,090	94,127	111,166
Technical Project Engineer			

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	383.63	468.53	553.33
Annual - 225	86,317	105,419	124,499
Senior Systems Engineer			

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	392.96	477.97	564.77
Annual - 225	88,416	107,543	127,073
Asst Director, Technology			

Pay Grade 9

	Minimum	Midpoint	Maximum
Daily	513.25	626.69	740.12
Annual - 225	115,481	141,005	166,527
Exec Director, Technology/Information			



Specialist/Support Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	18.78	23.01	27.23
Annual - 225	33,804	41,418	49,014
Inventory Coordinator			

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	25.64	31.22	36.79
Annual - 225	46,152	56,196	66,222
Community Relations Specialist PEIMS Specialist			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	26.65	32.52	38.37
Annual - 225	47,970	58,536	69,066
Accounts Payable Specialist Buyer HR Specialist Payroll Specialist			

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	27.69	33.77	39.85
Annual - 225	49,842	60,786	71,730
Benefits/Leave Specialist Corporate Relations/LTEF Specialist Web & Multimedia Service Specialist			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	28.70	34.97	41.25
Annual - 225	51,660	62,946	74,250
HR/Certification Specialist Communications Specialist II			

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	29.74	36.01	42.28
Annual - 225	53,532	64,818	76,104
HR Specialist II	Payroll Specialist II		

Pay Grade 7

	Minimum	Midpoint	Maximum
Hourly	30.24	35.77	41.29
Annual - 225	54,432	64,386	74,322
Police Officer			

Pay Grade 8

	Minimum	Midpoint	Maximum
Daily	259.02	316.26	373.50
Annual - 225	58,280	71,159	84,038
Accountant	Accounts Payable Coordinator		

Pay Grade 9

	Minimum	Midpoint	Maximum
Daily	322.52	393.79	465.06
Annual - 225	72,567	88,603	104,639
PEIMS Coordinator	Police Lieutenant		



Paraprofessional Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.44	21.40	25.36
Annual - 174	24,276	29,789	35,301
Annual - 178	24,835	30,474	36,113
Annual - 187	26,090	32,014	37,939
Annual - 190	26,509	32,528	38,547
Aide, Attendance LTHS (187) Aide, Braillist (187) Aide, CMC (187) Aide, Color Guard (187) Aide, Counseling (187) Aide, Dual Language (187) Aide, ESL (187) Aide, Fine Arts (187) Aide, ISS (187) Aide, Library (178) Aide, PE (187) Aide, Pre-K (187) Assistive Technology Assistant (187) Aide, Special Education Level 1 (187) Child Care Provider (190) Bilingual Parent Liaison (187) Elementary Monitor (174) Crossing Guard (174) Parking Patrol (174) HS Safety Monitor (174) Security Checkpoint Monitor (174) MS Lunch Monitor (174)			

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.78	23.01	27.23
Annual - 187	28,095	34,423	40,736
Aide, Special Education Level 2			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	19.92	24.41	28.87
Annual - 187	29,800	36,517	43,190
Licensed Vocational Nurse			

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	21.99	26.90	31.87
Annual - 195	34,304	41,964	49,717
CDC Site Supervisor			



Clerical Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.44	21.40	25.36
Annual - 174	24,276	29,789	35,301
Annual - 187	26,090	32,014	37,939
Annual - 192	26,788	32,870	38,953
Annual - 225	31,392	38,520	45,648
Clerk, Attendance, MS (187) Receptionist, Campus (187) Distribution Technician (225)		Asst Clerk, Extra Curricular Programs (174) District Mail Clerk (225) Copy Center Operator (192)	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.20	22.38	26.56
Annual - 187	27,227	33,480	39,734
Annual - 192	27,955	34,376	40,796
Annual - 202	29,411	36,166	42,921
Annual - 207	30,139	37,061	43,983
Annual - 225	32,760	40,284	47,808
Clerk, Attendance HS (187) Clerk, Attendance HS/Alternative Ed (192) Clerk, Health (187) Clerk, Special Services (207)		Clerk, Community Programs (225) Clerk, Maintenance Inventory (225) Registrar/Attendance Clerk, ES (202)	

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	18.78	23.01	27.23
Annual - 187	28,095	34,423	40,736
Annual - 192	28,846	35,343	41,825
Annual - 206	30,949	37,920	44,875
Annual - 225	33,804	41,418	49,014
Registrar, MS (206) Admin Asst, Assoc Principal (192) Admin Asst, HS Special Services, HS (187)		Receptionist, District (225) Admin Asst, HS Asst Principal (192) Admin Asst, HS Counselor (192)	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	19.92	24.41	28.87
Annual - 217	34,581	42,376	50,118
Annual - 225	35,856	43,938	51,966
Admin Asst, HS (225)		Admin Asst, MS Principal (217)	
Admin Asst, ES Principal (217)		Bookkeeper, Athletics (225)	
Registrar, HS (225)			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	20.40	24.90	29.43
Annual - 225	36,720	44,820	52,974
Bookkeeper - HS		Admin Asst, Athletics	
Admin Asst, C&I Directors		Admin Asst, Fine Arts	
Admin Asst, Food & Nutrition Services		Admin Asst, Maintenance	
Admin Asst, Purchasing/Operations		Admin Asst, Special Services	
Admin Asst, Technology/Records		Admin Asst, Transportation	

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	25.64	31.22	36.78
Annual - 225	46,152	56,196	66,204
Admin Asst, Assistant Superintendent		Admin Asst, General Counsel	

Pay Grade 7

	Minimum	Midpoint	Maximum
Hourly	31.79	38.77	45.77
Annual - 225	57,222	69,786	82,386
Executive Asst, Superintendent			



FANS Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.44	21.40	25.36
Annual - 180	25,114	30,816	36,518
Annual - 207	28,881	35,438	41,996
Catering Cook (207)		Food & Nutrition Specialist (180)	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	18.20	22.38	26.56
Annual - 183	26,645	32,764	38,884
Food Service Manager, ES			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	18.78	23.01	27.23
Annual - 183	27,494	33,687	39,865
Food Service Manager, District		Food Service Manager, MS	
Food Service Asst. Manager, HS			

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	19.73	24.18	28.62
Annual - 183	28,885	35,400	41,900
Food Service Manager, Annex			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	20.20	24.74	29.30
Annual - 183	29,573	36,219	42,895
Food Service Manager, HS			

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	26.78	32.16	37.54
Annual - 225	48,204	57,888	67,572
Nutrition & Procurement Coord		Nutrition & Catering Coord	

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	259.02	316.26	373.51
Annual - 225	58,280	71,159	84,040
Dietitian & Marketing Coord			



Maintenance Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	19.73	24.18	28.46
Annual - 240	37,882	46,426	54,643
Building Maintenance		Grounds/Building Maintenance	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	21.54	26.26	30.98
Annual - 240	41,357	50,419	59,482
Building Specialist - Keys		Building Specialist - Irrigation	

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	23.94	29.22	34.63
Annual - 240	45,965	56,102	66,490
Skilled Maintenance - Plumber Skilled Maintenance - HVAC		Skilled Maintenance - Electrician Skilled - Refrigeration Technician	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	26.65	32.52	38.37
Annual - 240	51,168	62,438	73,670
Building Lead			

Pay Grade 5

	Minimum	Midpoint	Maximum
Daily	263.81	321.85	379.79
Annual - 240	63,314	77,244	91,150
Assistant Dir., Maintenance and Operations			



Transportation Hiring Pay Schedule 2025-2026

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	17.44	21.40	25.36
Annual - 181	25,253	30,987	36,721
Bus Monitor		Bus Driver Trainee	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	20.19	24.69	29.22
Annual - 181	29,235	35,751	42,311
Nurse Bus Monitor			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	22.55	27.52	32.47
Annual - 225	40,590	49,536	58,446
Dispatcher			

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	25.64	31.22	36.79
Annual - 181	37,127	45,207	53,272
Annual - 225	46,152	56,196	66,222
Bus Driver (181)		Bus Driver, Special Education (181)	
Router & IT Specialist (225)		Special Services Specialist (225)	
Safety & Training Specialist (225)			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	26.65	32.52	38.37
Annual - 181	38,589	47,089	55,560
Annual - 240	51,168	62,438	73,670
Lead Bus Driver (181)		Mechanic (240)	

Pay Grade 6

	Minimum	Midpoint	Maximum
Daily	259.02	316.26	373.50
Annual - 225	58,280	71,159	84,038
Annual - 240	62,165	75,902	89,640
Fleet Manager (240)		Transportation Coordinator (225)	

Pay Grade 7

	Minimum	Midpoint	Maximum
Daily	375.93	459.01	542.09
Annual - 225	84,584	103,277	121,970
Director, Transportation			



Provisional Compensation Plan – 2025-2026

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: \$170.00 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



Supplemental Pay Catalog

2025-2026

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High School Athletics

No. of Positions	Supplemental Name	Function ID or Activity Code	Duration/Game	Supplemental Amount
	Football - Varsity			
1	Stadium Coordinator	11110		\$125.00 per game
1	Operations Coordinator	11110		\$125.00 per game
19	Game Worker	11100		\$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	11111		\$65.00 per game
	Post score			
13	Parking	11111		\$65.00 per game
	Direct traffic to appropriate areas			
1	Parking & Maintenance	11111		\$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,			
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			
1	Tournament/Meeting Worker	11210		\$18.00 per hour
	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			

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	11305		\$24.00 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	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	\$40.00 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		\$25.51 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, activities, 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, activities, 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.		

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.		
3	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.		
3	CTE Club Sponsorships	43022	\$500
	Coaches and prepares students Chamber of Commerce, and (2) Cybersecurity/patriot		
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	\$75.00 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.		
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 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

No. of Positions	Supplemental Name	Activity Code	Supplemental Amount
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.		

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.		

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.		

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	\$35.00 per hour
Open and close exercise stations, Coach and monitor students, ensure safety, set up weight room			
Coach	4 hours	10050	\$35.00 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	10053	\$30.00 per hour
Coach and monitor students, ensure safety, set up water			
Skills Sessions		10070	\$500.00
Coach and instructs summer skills to students			
Enrichment Camps			
Student Enrichment Camp Instructors		77800	60% of camp tuition per camp
Student Enrichment Camp Assistant		77801	\$17.00 per hour
Student Enrichment Camp Direct Support Plus		77802	\$17.50 per hour
Summer Camps			
Summer Camp Instructor		25501	60% of camp tuition per camp
Summer Camp Support		77803	\$17.00 per hour
Summer Camp Direct Support Plus		77804	\$17.50 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

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
Curriculum Writing/Instructional Planning		24103	\$30.00 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
Nurse		360	\$40.00 per hour

Summer School			
Elementary Classroom Aide		Title 1- 25113 ESL- 25123	\$22.00 per hour
Must be an LTISD teacher or paraprofessional or acting as a substitute			
Elementary Teacher		Title 1- 25112 ESL- 25122	\$40.00 per hour
Must be an LTISD teacher certified for appropriate grade level or acting as a substitute			
Secondary Classroom Aide		SPED- 25313	\$22.00 per hour
Must be an LTISD teacher or paraprofessional or acting as a substitute			
Secondary Teacher		GenEd- 25202 SPED- 25312	\$40.00 per hour
Must be an LTISD teacher certified for appropriate grade level or acting as a substitute			
ESY Classroom Aide		25403	\$22.00
Must be an LTISD teacher or paraprofessional or acting as a substitute			
ESY Teacher		25402	\$45.00
Must be an LTISD teacher certified for appropriate grade level or acting as a substitute			
Nurse (RN)		25414-ESY 25150-Elem 25250-Secondary	\$45.00 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		25104-Elem 25204-Secondary	\$17.00 per hour
Administrative Assistant		25105-Elem 25205-Secondary	\$20.00 per hour
Speech Therapist, Occupational Therapist, Physical Therapist		25417	\$45.00 per hour
Provides professional services and hold appropriate certificate or credentials			

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	\$18.50 per hour
Lesson plans and coordinates themed units for Summer Squires			
Summer Squires Counselor	7:00 - 6:00	77502	\$17.00 per hour
Supervises and monitors students and ensures safety			
Summer Squires Nurse (RN)		77504	\$45.00 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	\$17.50 per hour
Provide one to one support needed to operate camp			
Testing			
Test Monitor		20130	\$15.00 per hour
Weekend ACT/SAT staffing only. 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
Weekend ACT/SAT staffing only. 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
Weekend ACT/SAT staffing only. 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 HB 1416 Tutoring, non-certified		20201	\$20.00 per hour
STAAR HB 1416 Tutoring, certified		20205	\$40.00 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 Rental - Worker		77900	\$45.00 per hour
Unlock facility. Turn on lights, etc. Confirm renter is adequately equipped with access			
FANS Worker		77905	\$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		77906	\$30.00 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.			
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		77907	\$25.00 per hour
Direct traffic to appropriate areas			
Facilitator - Athletics		79003	\$45.00 per hour
Set up press box, coordinate food for press box, assist workers and coaches, monitor			
Student Technician		77903	\$20.00 per hour
Operate sound, lighting or other technical equipment for event			
Technician		77908	\$45.00 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	

Non-LTISD Playoff Games

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	\$40.00 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			

Student Services

No. of Positions	Supplemental Name	Paid in	Activity Code	Supplemental Amount
6	Special Olympics Coach-Non-Exempt	Payroll schedule	41981	Emp Hrly Amt
	Special Olympics Coach-Exempt Only	May	41980	\$250

High School Athletics

	Total Stipend
Baseball Head Coach (1)	\$7,500
Baseball Asst Coach (3)	\$3,972
Basketball Head Coach – Boys (1)	\$7,400
Basketball Asst Coach – Boys (3)	\$3,972
Basketball Head Coach – Girls (1)	\$7,400
Basketball Asst Coach – Girls (3)	\$3,972
Cheerleading Head Coach (1)	\$6,500
Cheerleading Competition Head Coach (1)	\$2,500
Cheerleading Asst Coach (2)	\$3,500
Cheerleading Competition Asst Coach (1)	\$2,000
Cross Country Asst Coach (3)	\$3,972
Football Coordinator (2)	\$9,040
Football Special Teams Coordinator (1)	\$7,832
Football Asst Head Coach (1)	\$5,000
Football Asst Coach – Varsity (3)	\$6,832
Football Asst Coach JV & Freshman (9)	\$6,332
Football Statistician (1)	\$6,332
Golf Head Coach – Boys (1)	\$7,860
Golf Head Coach Girls (1)	\$7,860
Golf Asst Coach (1)	\$4,700
Gymnasium Facilitator (1)	\$4,138
Strength & Conditioning (1)	\$3,972
Powerlifting Head Coach (1)	\$5,208
Powerlifting Asst Coach (2)	\$3,972
Soccer Head Coach – Boys (1)	\$6,180
Soccer Asst Coach – Boys (2)	\$3,972
Soccer Head Coach – Girls (1)	\$6,180
Soccer Asst Coach – Girls (2)	\$3,972
Softball Head Coach (1)	\$7,500
Softball Asst Coach (2)	\$3,972
Swimming Head Coach (1)	\$11,860
Swimming Asst Coach (1)	\$4,208
Tennis Head Coach (1)	\$8,332
Tennis Asst Coach (2)	\$4,680
Track and Cross Country Head Coach (1)	\$11,680
Track Coordinator (1)	\$4,972
Track Asst Coach (6)	\$3,972
Volleyball Head Coach (1)	\$7,500
Volleyball Asst Coach (3)	\$4,208
Wrestling Head Coach (1)	\$8,000
Wrestling Asst Coach (2)	\$3,972

High School Academics

	Total Stipend
Assistant Band Director (4)	\$3,500
Assistant Technical Director (2)	\$3,000
Band Director (1)	\$20,000
Dance, Head Coach (1)	\$6,500
Dance, Asst Coach (2)	\$3,500
Cavs In-Service (1)	\$1,250
Choir (2)	\$5,000
DECA (2)	\$1,500
Dept. Chairs	
CTE (1)	\$3,000
English (1)	\$3,000
Fine Arts (1)	\$3,000
Health/PE (1)	\$3,000
LOTE (1)	\$3,000
Math (1)	\$3,000
Science (1)	\$3,000
Social Studies (1)	\$3,000
Sped Education (1)	\$3,000
HOSA (2)	\$1,500
Newspaper (1)	\$1,800
Orchestra (1)	\$6,000
Project Lead the Way (PLTW) (4)	\$1,000
Robotics (1)	\$1,500
SkillsUSA (2)	\$1,500
Student Activities Director (1)	\$1,000
Technical Director (1)	\$7,000
Technical Student Assoc (TSA) (1)	\$1,500
TX Public Safety Assoc (TPSA) (1)	\$1,500

UIL

Campus Coordinator (1)	\$3,000
Debate/Speech (1)	\$2,000
OAP/Theatre Production (1)	\$3,000
TFA Interpretation/Speech (1)	\$1,200
Audio/Video Production (2)	\$7,000
Vocational/ Agriculture (3)	\$4,000
Yearbook (1)	\$1,800
Website Coordinator (1)	\$1,500
Lead Counselor (1)	\$3,000

High School Position Adjustments

Health Science Technology RN/Teacher (2)	Total Stipend
	\$1,500

Middle School Athletics

	Total Stipend
MS Coordinator (1)	\$4,444
MS Assistant Coordinator (3)	\$3,000
Basketball Head Coach – Boys (1)	\$2,972

Basketball Asst Coach – Boys (2)	\$2,372
Basketball Head Coach – Girls (1)	\$2,972
Basketball Asst Coach – Girls (2)	\$2,372
Cheerleading (1)	\$2,000
Cross Country Coach – Boys (1)	\$2,000
Cross Country Coach – Girls (1)	\$2,000
Football Head Coach (1)	\$3,880
Football Asst Coach (4)	\$3,180
Golf Coach (1)	\$1,672
Soccer Coach – Boys (2)	\$2,000
Soccer Coach – Girls (2)	\$2,000
Tennis Coach (1)	\$1,672
Track Head Coach - Boys (1)	\$2,972
Track Asst Coach – Boys (3)	\$2,372
Track Head Coach – Girls (1)	\$2,972
Track Asst Coach – Girls (3)	\$2,372
Volleyball Head Coach (1)	\$2,972
Volleyball Asst Coach (2)	\$2,372

Middle School Academics

	Total Stipend
Band Asst Director (1)	\$3,000
Band Director (1)	\$3,000
Choir (1)	\$2,500
Dance (1)	\$2,000
Dept. Chairs	
Electives (1)	\$1,500
English (1)	\$1,500
Fine Arts (1)	\$1,500
Math (1)	\$1,500
Science (1)	\$1,500
Social Studies (1)	\$1,500
Sped Education (1)	\$1,500
GT Coordinator (1)	\$1,000
Orchestra (1)	\$2,000
Project Lead the Way (PLTW) (1)	\$1,000
Yearbook (1)	\$1,000
Website Coordinator (1)	\$1,500

Elementary School Academics

	Total Stipend
ELL/Dual Language Coordinator (1:LTE)	\$1,750
Dept. Chairs	
Pre-K (1:LTE, 1:LPE, 1:SHE)	\$1,500
Dual Language (1:LTE)	\$1,500
Grade 1 (1)	\$1,500
Grade 2 (1)	\$1,500
Grade 3 (1)	\$1,500
Grade 4 (1)	\$1,500
Grade 5 (1)	\$1,500
Kindergarten (1)	\$1,500
Special Areas (1)	\$1,500
Special Education (1)	\$1,500
Dual Language Teacher (17:LTE)	\$7,000
Website Coordinator (1)	\$1,500

Student Support Services

	Total Stipend
Special Ed Lead SLP (1)	\$3,000
Lead Assessment/ARD (1)	\$3,000
Special Olympics Coordinator (2)	\$1,000
BCBA (7)	\$4,000
Visual Impairment Teacher (1)	\$5,000
Special Ed Bilingual Speech (2)	\$5,000
Special Ed Bilingual School Psychologist (1)	\$5,000
Special Ed Bilingual Diagnostician (1)	\$5,000
Assistive Technology Lead (1)	\$3,000

Special Services

	Total Stipend
Special Education Assessment	\$2,500
Special Education Teachers & SLP Assistant (sign on bonus)	\$2,500
Special Ed Aides (sign on bonus)	\$1,000
LCSW Supervisor (1)	\$2,500
Bilingual Instructional Coach (1)	\$5,000

HR

	Total Stipend
Additional Section	\$7,000
Student Teachers	\$1,500
Cooperating Teachers	\$1,500
Student Teacher Recruitment	\$500
FANS Manager Trainer (Secondary) (1)	\$2,500
Summer Skills (78)	\$500

District Position

Travel Stipend for Athletic Director (1)	Total Stipend
	\$4,800

Police

Master Peace Officer	Total Stipend
	\$0.66 hourly
Bilingual	\$1.33 hourly
Mental Health Officer (1)	\$1.00 hourly
K-9	\$8.33 hourly
Firearms Instructor (2)	\$1.00 hourly

Summer School

Administrator (5)	Total Stipend
	\$5,000

High School Athletic Stipends

Title (# positions)	Description	Stipend
Baseball Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,500
Baseball Asst Coach (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Basketball Head Coach – Boys (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,400
Basketball Asst Coach – Boys (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Basketball Head Coach – Girls (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,400
Basketball Asst Coach – Girls (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Dance Head Coach (1)	Directs the overall dance and choreographed dance program at a high school campus. Provides students with an opportunity to participate in extracurricular dance/drill team activities which may include performing dance team, cultural dance ensembles, or other dance training. Coordinates rehearsals, competitions, routine selection and performances.	\$6,500
Dance Asst Coach (2)	Assists the high school performing dance/drill team director with the supervision of the high school performing dance/drill team.	\$3,500
Cheerleading Head Coach (1)	Provides instruction and leadership to the high school cheerleading squads in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, routines and performances.	\$6,500
Cheerleading Competition Head Coach (1)	Provides instruction and leadership to both the high school cheerleading and competition squads in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$2,500

High School Athletic Stipends

Title (# positions)	Description	Stipend
Cheerleading Asst Coach (2)	Assists the high school cheerleading sponsor in providing instruction and leadership to the high school cheerleading squads in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, routines and performances.	\$3,500
Cheerleading Competition Asst Coach (1)	Assists the high school cheerleading sponsor in providing instruction and leadership to both the high school cheerleading and competition squads in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$2,000
Cross Country Asst Coach (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Football Coordinator (2)	Serves as a lead assistant coach for a high school football team. Responsible for the offensive or defensive unit. Oversees skill- development and develops playbook elements for assigned unit and athletes. Reports to the head football coach.	\$9,040
Football Special Teams Coordinator (1)	Coordinates all special teams phases of the football game. Oversees skill- development and develops playbook elements for assigned unit and athletes. Reports to the head football coach.	\$7,832
Football Asst Head Coach (1)	Serves as head football coach as needed. Manages facilities and scheduling in conjunction with head football coach.	\$5,000
Football Asst Coach – Varsity (3)	Assists the head coach of a high school football team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head football coach.	\$6,832
Football Asst Coach JV & Freshman (9)	Assists the head coach of a high school football team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head football coach.	\$6,332
Football Statistician (1)	Coordinates the offensive, defensive and special teams' statistics. Maintains a running record for the year. Compiles reports to media. Reports to head football coach.	\$6,332
Golf Head Coach – Boys (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,860

High School Athletic Stipends

Title (# positions)	Description	Stipend
Golf Head Coach Girls	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,860
Golf Asst Coach (1)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practices sessions. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility. Reports to the head coach.	\$4,700
Gymnasium Facilitator (1)	Procures and manages inventory of large equipment items in the LTHS gymnasiums. Assists athletic office with facility rental calendar for high school gymnasiums. Responsible for entering work orders for high school gymnasiums. Communicates with athletic office for auxiliary weight room equipment issues and needs.	\$4,138
Strength & Conditioning (1)	Coordinates all in season and off season strength and conditioning for all athletic programs. Responsible for the physical plant of the weight room, including maintenance and upkeep. Oversees usage and scheduling of facility.	\$3,972
Powerlifting Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$5,208
Powerlifting Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Soccer Head Coach – Boys (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$6,180
Soccer Asst Coach – Boys (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Soccer Head Coach – Girls (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$6,180
Soccer Asst Coach – Girls (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Softball Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,500
Golf Head Coach Girls (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,860

High School Athletic Stipends

Title (# positions)	Description	Stipend
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Softball Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Swimming Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$11,860
Swimming Asst Coach (1)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$4,208
Tennis Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$8,332
Tennis Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$4,680
Track and Cross Country Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$11,680
Track Coordinator (1)	Assists the head coach for the track team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$4,972
Track Asst Coach (7)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Volleyball Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,500
Volleyball Asst Coach (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$4,208
Wrestling Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$8,000
Wrestling Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972

High School Academic Stipends

Title (# positions)	Description	Stipend
Assistant Band Director (4)	Assists the director in the supervision of the instrumental music and band program at a high school campus.	\$3,500
Assistant Band Director (4)	Assists the director in the supervision of the instrumental music and band program at a high school campus.	\$3,500
Assistant Technical Director (2)	Responsible for technical issues specific to performing arts events and activities. Works with technical director to ensure events are covered. Works with student technical crews during events. Serves as house manager as required.	\$3,000
Band Director (1)	Directs the instrumental music and band program at a high school campus. Provides students with an opportunity to participate in extracurricular band activities which may include marching band, concert band, soloists, ensembles, and other instrumental music groups. Coordinates rehearsals, music selection, instruments and performance opportunities.	\$20,000
Cavs In-Service (1)	Maintains student hours and accurate data for all high school student service hours.	\$1,250
Choir (2)	Directs the vocal music program at a high school campus. Provides students with an opportunity to participate in extracurricular choir activities which may include chorus, small group ensembles or solo training and performance. Coordinates rehearsals, music selection, and performance opportunities.	\$5,000
DECA (2)	Coaches and prepares students who are emerging leaders and entrepreneurs for careers in marketing, finance, hospitality, and management. Facilitates and supervises meetings and activities and advises students.	\$1,500
Dept. Chair CTE (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair English (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Fine Arts (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Health/PE (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair LOTE (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Math (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Science (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000

High School Academic Stipends

Title (# positions)	Description	Stipend
Dept. Chair Soc Studies (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Sped Ed (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
HOSA (2)	Implements HOSA curriculum of student lead activities designed to develop future leaders for the healthcare system. Facilitates and supervises meetings and activities and advises students.	\$1,500
Newspaper (1)	Oversees and guides students in the production, promotion, sale and distribution of the student newspaper on a high school campus. Advises students on writing, information gathering, proof-reading, editing and design skills.	\$1,800
Orchestra (1)	Directs the orchestra program at a high school campus. Provides students with an opportunity to participate in extracurricular orchestra activities which may include orchestra instrumental music or small group ensembles. Coordinates rehearsals, music selection, and performance opportunities.	\$6,000
Project Lead the Way (PLTW) (4)	Provide hands-on, project-based learning experiences for students, focusing on computer science, engineering, biomedical science pathways.	\$1,000
Robotics (1)	Coordinates robotics program for students.	\$1,500
SkillsUSA (2)	Advises and prepares students is SkillsUSA. Manages and assists students in running the SkillsUSA school store. Travels to local, state, and national contests with students.	\$1,500
Student Activities Director (1)	Organizes all student events and clubs for the campus.	\$1,000
Technical Director (1)	Responsible for technical issues specific to performing arts events and activities. Responsible for day-to-day physical needs of PAC. Provides requested technical support to all scheduled events. Works with student technical crews during events. Serves as house manager as required.	\$7,000
Technology Student Assoc (TSA) (1)		\$1,500
TX Public Safety Assoc (TPSA) (1)		\$1,500
UIL Campus Coordinator (1)	Coordinates UIL academic program contests on a high school campus. Responsible for budget oversight, scheduling, and transportation arrangements.	\$3,000
UIL Debate/Speech (1)	Oversees, prepares and assists with preparing students for debate/speech competitions/writing and oratory performances, debate competitions and tournaments.	\$2,000
UIL/OAP/Theatre Production (1)	Organizes, implements, and promotes drama and theatre arts on a high 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.	\$3,000
UIL/TFA Interpretation/Speech (1)	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.	\$1,200

Audio/Video Production (2)	Responsible for video production events specific to campus events and activities. Provides requested video and technical support to all scheduled events. Works with student video crews during events. Records and produces events as required.	\$7,000
Vocational Agriculture (3)	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.	\$4,000

High School Academic Stipends

Title (# positions)	Description	Stipend
Yearbook (1)	Oversees and guides students in the production, promotion, sale and distribution of the annual yearbook.	\$1,800
Website Coordinator (1)	Maintains campus level websites.	\$1,500
Lead Counselor (1)	Provides leadership to the HS Counseling team for program management, CCMR and graduation requirements, and planning and coordinating activities for student success. Acts as a liaison between administration and counseling departments as well as with staff and community.	\$3,000

High School Position Adjustments

Title (# positions)	Description	Stipend
Health Science Technology RN/Teacher (2)		\$1,500

Middle School Athletic Stipends

Title (# positions)	Description	Stipend
MS Coordinator (1)	Coordinates all athletic teams and events on a middle school campus. Plans and coordinates facility and equipment use by athletic teams and other groups. Oversees compliance with all UIL rules and regulations regarding competition, practice and student eligibility. May also coach.	\$4,444
MS Assistant Coordinator (3)	Assists with duties of the MS Coordinator. W.	\$3,000
Basketball Head Coach - Boys (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Basketball Asst Coach - Boys (2)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Basketball Head Coach - Girls (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, practice sessions, travel equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Basketball Asst Coach - Girls (2)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372

Cheerleading (1)	Provides instruction and leadership to the middle school cheerleading squad in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$2,000
Cross Country Coach - Boys (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,000

Middle School Athletic Stipends

Title (# positions)	Description	Stipend
Cross Country Coach - Girls (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,000
Dance (1)	Provides instruction and leadership to the middle school dance team in choreography, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$2,000
Football Head Coach (1)	Serves as head coach for a middle school football team. Manages and coordinates football activities, contests, practice sessions, travel, equipment and facilities. Ensures compliance with all UIL rules and regulations regarding competition, practice, and student eligibility. Supervises assigned assistant coaches during practices and contests.	\$3,880
Football Asst Coach (4)	Assists the head coach of a middle school football team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,180
Golf Coach (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$1,672
Soccer Coach - Boys (2)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,000
Soccer Coach - Girls (2)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,000
Tennis Coach (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$1,672
Track Head Coach - Boys (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Track Asst Coach - Boys (3)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Track Head Coach – Girls (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Track Asst Coach - Girls (3)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372

Middle School Athletic Stipends

Title (# positions)	Description	Stipend
Volleyball Head Coach (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Volleyball Asst Coach (2)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372

Middle School Academic Stipends

Title (# positions)	Description	Stipend
Band Asst Director (1)	Assists the director in the supervision of the instrumental music and band program at a middle school campus.	\$3,000
Band Director (1)	Directs the instrumental music and band program at a middle school campus. Provides students with an opportunity to participate in extracurricular band activities which may include marching band, concert band, soloists, ensembles, and other instrumental music groups. Coordinates rehearsals, music selection, instruments and performance opportunities.	\$3,000
Choir (1)	Directs the vocal music program at a middle school campus. Provides students with an opportunity to participate in extracurricular choir activities which may include chorus, small group ensembles or solo training and performance. Coordinates rehearsals, music selection, and performance opportunities.	\$2,500
Dept. Chair Electives (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair English (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Fine Arts (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Social Studies (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Math (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Science (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500

Middle School Academic Stipends

Title (# positions)	Description	Stipend
Dept. Chair Special Education (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
GT Coordinator (1)	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.	\$1,000
Orchestra (1)	Directs the orchestra program at a middle school campus. Provides students with an opportunity to participate in extracurricular orchestra activities which may include orchestra instrumental music or small group ensembles. Coordinates rehearsals, music selection, and performance opportunities.	\$2,000
Project Lead the Way (PLTW) (1)	Provide hands-on, project-based learning experiences for students, focusing on computer science, engineering, biomedical science pathways.	\$1,000
Yearbook (1)	Oversees and guides students in the production, promotion, sale and distribution of the annual yearbook.	\$1,000
Website Coordinator (1)	Maintains campus level websites.	\$1,500

Elementary School Academic Stipends

Title (# positions)	Description	Stipend
ELL/Dual Language Coordinator (1:LTE)	Organizes, schedules and facilitates LPAC meetings, intake of new ELL's and completion of paperwork. Serves as an ongoing campus resource for training and support.	\$1,750
Dept. Chair Pre-K (1:LTE, 1:LPE, 1:SHE)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Dual Language (1:LTE)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 1 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 2 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 3 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 4 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500

Dept. Chair Grade 5 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
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Elementary School Academic Stipends

Title (# positions)	Description	Stipend
Dept. Chair Kindergarten (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Special Areas (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Special Education (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dual Language Teacher (17:LTE)	Serves as a certified dual language teacher; plans and provides direct instruction in core academic subjects in both English and Spanish on a full-time basis. Assumes responsibility for compiling, maintaining, and filing all reports, records and other documents required to facilitate processes and instruction specific to dual language education. Assists the principal in efficient master scheduling of dual language courses within the department.	\$7,000
Website Coordinator (1)	Maintains campus level websites.	\$1,500

Student Support Services Stipends

Title (# positions)	Description	Stipend
Special Ed Lead SLP (1)	Serves as the lead speech and language pathologist.	\$3,000
Lead Assessment/ARD (1)	Serves as the lead assessment/ARD.	\$3,000
Special Olympics Coordinator (2)	Serves as the Special Olympics coordinator.	\$1,000
BCBA (7)	Provides advanced behavioral support for students as a Board Certified Behavior Analyst.	\$4,000
Visual Impairment Teacher (1)	Serves as the visual impairment teacher.	\$5,000
Special Ed Bilingual Speech (2)	Provides speech bilingual speech services.	\$5,000
Special Ed Bilingual LSSP (1)	Provides speech LSSP services.	\$5,000

Special Ed Bilingual Diagnostician (1)	Provides speech diagnostician services.	\$5,000
Assistive Technology Lead (1)	Serves as team leader for offering assistance to the campus level AT teams through trainings, consultations, staffing, and evaluations regarding specific student needs. Maintains the AT inventory and process any device repairs.	\$3,000

Special Services Stipends

Title (# positions)	Description	Stipend
Special Education Assessment	For ARD Facilitators, Diagnosticians, School Psychologists, Speech/Language Pathologists, Behavior Specialists, OT, OT annual, Physical Therapist, Special Education Counselor, Adaptive P.E. Teacher, and Transition Specialist.	\$2,500
Special Education Teachers & SLP Assistant	Sign-on bonus for Special Education Teachers and SLP Assistant.	\$2,500
Special Ed Aides	Sign-on bonus for Special Education Aides 1 and 2.	\$1,000
LCSW Supervisor Stipend (1)	Provides supervision to LCSW employees.	\$2,500
Bilingual Instructional Coach (1)	Provides speech bilingual curriculum and instruction services.	\$5,000

HR Stipends

Title (# positions)	Description	Stipend
Additional Section	Secondary teachers who sign up to teach an extra section in addition to their regular assignment.	\$7,000
Student Teachers	Student teachers will receive \$1,500 at the completion of their student teaching assignment.	\$1,500
Cooperating Teachers	Cooperating teachers will receive \$1,500.	\$1,500
Student Teacher Recruitment	Student teacher recruitment stipend if hired is \$500.	\$500
Summer Skills Stipend (78)	HS and MS coaches who participate in UIL designated specific skills instruction during the summer.	\$500

District Position Stipends

Title (# positions)	Description	Stipend
Travel Stipend for Athletic Director (1)	Travel allocation for athletic director.	\$4,800

Police Stipends

Title (# positions)	Description	Stipend
Master Peace Officer	The highest level peace officer license that combines years of service with in-service training hours and formal education. Must have completed 1,200 training hours and 20 years of service, 2,400 training hours and 15 years of service, 3,300 training hours and 12 years of service, or 4,000 training hours and 10 years of service.	\$0.66 hourly
Bilingual	Provides bilingual services.	\$1.33 hourly
Mental Health Officer (1)	Successful completion of TCOLE and emergency first aid/lifesaving techniques training and pass exam.	\$1.00 hourly
K-9	Provides care and training for K-9.	\$8.33 hourly
Firearms Instructor (2)	Three years as a licensee or firearms instructor and current TCOLE certificate or instructor license.	\$1.00 hourly

Summer School Stipends

Title (# positions)	Description	Stipend
Administrator (5)	Serves as Administrator over the summer school programs. (Bilingual, SLA, ESY, Middle School, High School).	\$5,000



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of Proposed Local Policy Updates

RECOMMENDED ACTION

Administration recommends approval of the proposed local policy updates, as presented.

RATIONALE

LTISD Administration recommends adjustments to the following LOCAL policies in accordance with guidance received from TASB in Numbered Policy Update 125.

BDAA(LOCAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are recommended to this local policy on board officer duties and requirements. At Board Officers, the sentence indicating that the Board may assign a district employee to provide clerical assistance is recommended for deletion since the superintendent, rather than the Board, manages staff assignments, including providing support to the Board.

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

This policy has been revised in coordination with BDF(LOCAL) to clarify the difference between board committees and advisory committees. Accordingly, the subtopic of this code has been changed from Internal Committees to Board Committees, and new provisions are recommended to establish how board committees are formed and outline their purpose. Text addressing Dissolution of board committees is also recommended for inclusion. The language previously at Special Committees has been moved to BDF(LOCAL).

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

This new local policy is recommended for inclusion to coordinate with the changes at BDB. The subtopic of this code has been changed from Citizen Advisory Committees to Advisory Committees. Language has been moved here from BDB(LOCAL) and updated to clarify how advisory committees are formed and the parameters of their responsibilities. A section on Dissolution of the committees is also recommended for inclusion.

EFB(LOCAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

A complete rewrite aligns the District with HB 900 and TASB guidance following the 89th Texas Legislative Session. It creates a School Library Advisory Council; sets rigorous collection-development standards; requires Board approval and 30-day public notice of donated or proposed titles; guarantees parents on-demand access to campus catalogs; and establishes a TEA-aligned challenge/removal process, with annual compliance reporting.

EI(LOCAL) ACADEMIC ACHIEVEMENT

At Partial Credit, recommended revisions replace the phrase "combined grade for" with "average of" to



more accurately reflect the determination of awarding credit when a student earns a passing grade in only half of a course.

FD(LOCAL) ADMISSIONS

The redlined revisions make two key adjustments. First, they clarify that any student who remains enrolled in a private school, including a homeschool, is ineligible for concurrent enrollment in District courses and may not participate in UIL or other extracurricular activities. Second, the revisions clarify under what circumstances a nonresident student may attend District schools when the student receives after-school care from a resident grandparent; the Superintendent retains discretion to approve or deny such requests under Board-approved criteria.

FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

At Safe Schools Data, “bullying” is recommended for inclusion as an offense for which the district must collect and maintain data. The revision aligns with the Unsafe School Choice Option Guidance Handbook.

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity.

The information in the first sentence of the policy has been incorporated at Absences Considered for improved readability. Rather than directing the board to establish attendance committees, the policy now authorizes the establishment of those committees by the administration. At Methods for Regaining Credit or Awarding a Final Grade, specifics regarding petitions for credit are recommended for deletion in favor of a reference to administrative regulations.

Revisions at Imposing Conditions for Awarding Credit or a Final Grade are recommended to clarify requirements regarding "seat time."

FM(LOCAL) STUDENT ACTIVITIES

This policy is being revised only to stay consistent with the new language in FD(LOCAL). It now cross-references FD to confirm that private-school and homeschool students are not eligible to take part in District extracurricular programs, and it makes no other substantive changes.

FNCE(LOCAL) STUDENT CONDUCT: PERSONAL COMMUNICATIONS DEVICES

The District is proposing adoption of this local policy to comply with HB 1481. It prohibits student use of personal communication devices during the school day, requires secure storage of devices as directed by each campus, outlines confiscation and disposal procedures for violations, provides limited exemptions for documented medical, IEP or Section 504, and safety needs, and directs the Superintendent to issue implementing regulations and submit an annual compliance report.



BUDGET PROVISIONS

Minimal TASB Processing Fee

RESOURCE PERSONNEL

Chad Crowson, General Counsel

ATTACHMENTS

Proposed Policies Redlined Language

MEETING DATE

August 20, 2025

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

Board Officers	The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.
Vacancy	A vacancy among officers of the Board shall be filled by majority action of the Board.
Term and Duties	Board officers shall serve for a term of one year one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.
President	In addition to the duties required by law, the President of the Board shall: <ol style="list-style-type: none">1. Preside at all Board meetings unless unable to attend.2. Have the right to discuss, make motions and, propose resolutions, and vote on all matters coming before the Board.
Vice President	The Vice President of the Board shall: <ol style="list-style-type: none">1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.2. Become President only upon being elected to the position.
Secretary	The Secretary of the Board shall: <ol style="list-style-type: none">1. Ensure that an accurate record is kept of the proceedings of each Board meeting.2. Ensure that notices of Board meetings are posted and sent as required by law.3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.4. Sign or countersign documents as directed by action of the Board.

Special Committees

~~The President shall appoint members to special~~**Note:** For ad-
visory committees ~~created by the Board to fulfill specific~~
~~assignments, unless otherwise provided that include~~
staff, parents, community members, or students, see
BDF.

Board Committees

For purposes of this policy, a Board committee is a committee com-
posed only of current Board members.

Formation of a Board committee shall be by Board action. ~~These~~
~~committees may include District personnel~~When establishing a
Board committee, the Board action shall, at a minimum, specify
the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and ~~citizens. The function of~~
~~committees~~
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory,
~~but not administrative. Special~~and shall make recommendations in
the areas of their responsibility. Board committees shall report their
findings and recommendations to the Board and shall ~~be dissolved~~
~~upon completion of the assigned task or vote of the Board~~not as-
sume administrative duties or responsibilities.

~~The President of the Board and the Superintendent shall be ex offi-~~
~~cio members of all Board committees, unless otherwise provided~~
~~by Board action.~~

Transacting
Business

~~Committees may transact business only within the specific author-~~
~~ity granted~~Unless specified by the Board. ~~To be binding, all such~~
~~business~~, a Board committee shall not have final decision-making
authority. Board committee recommendations must be reported to
the Board at ~~the next~~a regular or special meeting ~~for approval and~~
~~entry into the minutes as a public record.~~ The Board shall not ac-
cept a Board committee's recommendation without due considera-
tion of the matter.

Dissolution

A Board committee shall be dissolved upon Board action.

Note: For committees composed only of current Board members, see BDB.

**Advisory
Committees**

For purposes of this policy, an advisory committee is a committee composed primarily of District staff, parents, other community members, and/or students. An advisory committee may also include Board members in numbers less than a quorum of the Board.

Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- Number of members on the committee;
- Process to appoint members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

Transacting
Business

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

Dissolution

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

PROPOSED REVISIONS

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

School Library Advisory Council

The Board has established a school library advisory council (SLAC). At the first meeting of the SLAC, the members shall select a chair.

The SLAC shall meet at least two times each year but may hold additional meetings in order to consider recommendations from District staff and fulfill its statutory duties.

Collection Development Policy

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure the members of the SLAC, librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation
and Procurement of
Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall assist the SLAC in developing the list of library material recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.

3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The SLAC shall recommend to the Board a list of library materials for procurement.

The Board shall consider the SLAC's recommended list of library materials that have been donated or proposed by the SLAC for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and
Proposed
Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental
Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from
Inappropriate
Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a web-

site, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or a District resident may challenge library material maintained in the District's library program.

The SLAC shall recommend to the Board for adoption the procedures for challenging library materials.

Guiding Principles

The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff, SLAC, and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Formal Challenge

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

In addition to copies of the completed form being provided to the members of the SLAC in accordance with law, copies shall also be provided to the Board, the Superintendent, the school librarian, and any other staff designated in administrative procedures.

SLAC Recommendation	<p>The SLAC shall consider the challenge in accordance with Board-adopted procedures and in accordance with law and shall make a recommendation to the Board.</p> <p>Any meeting of the SLAC or a review committee, if any, must comply with the meeting requirements under Education Code 33.024(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.</p> <p>The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the SLAC's recommendation.</p>
Appeal	<p>An individual who submitted a challenge may appeal the decision of the SLAC to the Board in accordance with the challenge procedures.</p> <p>When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.</p>
Frequency of Review	<p>After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.</p>
Removal of Library Materials	<p>If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.</p>
Maintenance of Library Materials	<p>In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]</p>
Gifts and Donations	<p>The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]</p>

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

ACADEMIC ACHIEVEMENT

EI
(LOCAL)

**Certificate of
Coursework
Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the ~~combined grade for~~ average of both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Students Not Enrolled

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

~~For purposes of a student's admission to the District based on the grandparent's residency, "substantial amount of after-school care" for the student by the grandparent shall be more than 50 percent of the school year.~~

~~For a student to be admitted to the District under the grandparent residency provision, the parent must:~~

- ~~1.— Complete the District transfer request form;~~
- ~~2.— Complete the application for out-of-district student receiving after-school care from grandparent form;~~
- ~~3.— Demonstrate grandparent residency; and~~

~~4. Present proof of residency document in accordance with new student enrollment procedures.~~

~~Students shall be assigned to schools in the attendance zones in which the grandparent resides, in accordance with specifications established in FDB(LOCAL).~~

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

“Accredited” Defined

For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas
Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or
Nonaccredited
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, ~~as defined by the Penal Code~~, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. Aggravated assault on someone other than a District employee or volunteer;
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
 - f. Aggravated robbery; ~~or~~
 - g. Continuous sexual abuse of a young child or disabled individual; ~~or~~
 - ~~g-h.~~ **Bullying.**

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the

beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

**Absences
Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has ~~attended been in attendance for 90 percent of the re-~~ **attended been in attendance for 90 percent of the re-** ~~quired percentage of days under this policy~~ **quired percentage of days** the class is offered.

**Attendance
Committees**

The Board ~~shall establish~~ **authorizes the establishment of** an attendance committee or as many **attendance** committees as necessary for efficient implementation of ~~Education Code 25.092~~ **state** law.

The Superintendent ~~shall~~ **is authorized to** make the specific appointments in accordance with legal requirements.

**Parental Notice of
Excessive Absences**

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

**Methods for
Regaining Credit or
Awarding a Final
Grade**

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

~~Petitions~~ **A petition** for credit or a final grade may be filed ~~at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.~~

in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. ~~The~~ **[See Imposing Conditions for Awarding Credit or a Final Grade, below]**

Regardless of whether a petition is filed, the attendance committee may also, ~~whether a petition is filed or not,~~ review the records of all students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee or principal, as applicable, is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee or principal, as applicable, shall consider the student's unique circumstances and, if necessary, shall impose other conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class ~~rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences.~~ Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.

3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

STUDENT ACTIVITIES

FM
(LOCAL)

**Extracurricular
Activity Absences**

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board.

The District shall not limit an eligible student's absences related to participation in extracurricular activities. [See [Records of Absences in FM\(LEGAL\)](#)]

[\[For eligibility of a private school student, including a homeschool student, to participate in extracurricular activities, see FD\(LOCAL\).\]](#)

**Use of District
Facilities**

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

PROPOSED POLICY

Note: For searches of personal communication devices or other personal electronic devices, see FNF.

**Personal
Communication
Devices**

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee shall confiscate a student's personal communication device that is used in violation of this policy or any applicable regulations.

If a personal communication device is not retrieved, the District shall dispose of the device after providing the notice required by law.

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or
3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Implementation

The Superintendent shall develop regulations to implement this policy.

Compliance

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of Legal Services Retainer Agreement between Lake Travis ISD and Walsh Gallegos Kyle Robinson & Roalson, P.C.

RECOMMENDED ACTION

Administration recommends approval of the legal services retainer agreement between Lake Travis ISD and Walsh Gallegos Kyle Robinson & Roalson, P.C., as presented.

RATIONALE

Walsh Gallegos regularly provides outside legal support to LTISD in various matters, primarily those involving special education. The attached retainer agreement renews LTISD's participation in Walsh Gallegos' Region 13 Legal Services Retainer Program for \$1,000 annually. The retainer includes no-charge telephone consultations for designated district leaders, reduced hourly rates for additional work, complimentary subscriptions to the firm's general and special education law newsletters, periodic legal update emails, discounted in-district trainings and products, and one free on-demand webinar. For additional work beyond phone consults, the firm's current retainer rates are \$260-\$360/hour depending on attorney level.

BUDGET PROVISIONS

\$1000.00 annually – included in the 2025-26 Legal Department budget

RESOURCE PERSONNEL

Chad Crowson – General Counsel

ATTACHMENTS

Lake Travis ISD/Walsh Gallegos Retainer Agreement (with addenda)

MEETING DATE

August 20, 2025



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

**LEGAL SERVICES RETAINER AGREEMENT
REGION 13 LEGAL SERVICES PROGRAM
FOR LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

The Lake Travis Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.

6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies

thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.
13. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.



By: _____

Joe A. De Los Santos
Managing Shareholder

8/1/2025

(Date)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of Interlocal Cooperation Agreement for Use of the Regional Radio System between Travis County and Lake Travis ISD

RECOMMENDED ACTION

Approve the Interlocal Cooperation Agreement for Use of the Regional Radio System between Travis County and Lake Travis ISD, as presented.

RATIONALE

This Interlocal Cooperation Agreement with Travis County authorizes LTISD to participate as a GATRRS Associate, giving the LTISD Police Department access to the Greater Austin-Travis County Regional Radio System, the shared 800 MHz trunked radio network used by area public safety agencies. Participation delivers interoperable, reliable radio communications with regional partners during daily operations and emergencies on or near our campuses, improving coordination and response. For fiscal year 2026, the agreement authorizes fifteen Motorola APX6000 units at an annual cost of \$6,267.60. The term begins on execution, continues through September 30, 2025, and automatically renews yearly subject to funding and performance, with standard suspension and termination provisions.

BUDGET PROVISIONS

\$6,267.60 – LTISD Police Department 2025-26 Budget

RESOURCE PERSONNEL

Brad Merritt - Chief of Police

Chad Crowson - General Counsel

ATTACHMENTS

Interlocal Agreement for Regional Radio System

MEETING DATE

August 20, 2025

INTERLOCAL COOPERATION AGREEMENT FOR USE OF THE REGIONAL RADIO SYSTEM BETWEEN COUNTY OF TRAVIS AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

This Interlocal Cooperation Agreement for use of the Regional Radio System ("Agreement") is entered into by the following parties: County of Travis, a political subdivision of the State of Texas ("County") and Lake Travis Independent School District (Lake Travis ISD), a political subdivision of the State of Texas, ("GATRRS Associate" or "GATRRS Associate Lake Travis ISD").

RECITALS

County is a party to the 800 MHZ TRUNKED VOICE RADIO SYSTEM IMPLEMENTATION INTERLOCAL AGREEMENT ("Implementation Agreement") which funded the procurement and implementation of the Greater Austin-Travis County Regional Radio System ("GATRRS") to improve the ability of public safety and public service agencies to communicate and cooperate with each other, and allow direct access to, and exchange of data in the Central Texas area.

County is also a party to the INTERLOCAL AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE REGIONAL RADIO SYSTEM ("Operations Agreement") which provides for the organizational structure and funding for the operation and maintenance of the Regional Radio System. This Operations Agreement authorizes County to enter into Interlocal Cooperation Agreements For Use Of The Regional Radio System with organizations that are eligible under FCC rules and regulations to use the licensed frequencies of the Regional Radio System.

Both County and Lake Travis ISD are authorized, pursuant to TEX. GOV'T CODE ANN., ch. 791, to enter into a Interlocal Cooperation Agreement for the purpose described in this Agreement.

AGREEMENT

NOW, THEREFORE, County and Lake Travis ISD agree to the following terms and conditions:

- 1. Purpose** The purpose of this Agreement is to provide the Lake Travis ISD access to and use of the Regional Radio System as a GATRRS Associate.
- 2. Definitions** In this Agreement,
 - 2.1 "Commissioners Court" means the County Commissioners Court.
 - 2.2 "County Fiscal Year" means the County fiscal year which commences October 1 and ends September 30 of the following calendar year.
 - 2.3 "Day" means calendar day.
 - 2.4 "FCC" means the Federal Communications Commission.
 - 2.5 "Greater Austin-Travis County Regional Radio System" or "GATRRS" means the Regional Voice Radio System serving the Austin and Travis County, Texas area implemented by the City of Austin, County, Austin ISD, Capital Metropolitan Transportation Authority, The University of Texas at Austin and the Texas Legislative Council and House of Representatives through the GATRRS Implementation Agreement.

- 2.6 “GATRRS Associates” means the organizations that are sponsored by an RRS Party, that are eligible to use the licensed frequencies under FCC rules and regulations, that are using the RRS and that are not RRS Parties, including Lake Travis ISD.
- 2.7 “GATRRS Governing Board” means the Governing Board created and regulated by the Operations Agreement.
- 2.8 “GATRRS Operating Board” means the Operating Board created and regulated by the Operations Agreement.
- 2.9 “GATRRS Party (Parties)” means the entities that funded the implementation of the GATRRS. The current GATRRS Parties include: City of Austin, County, Austin ISD, and The University of Texas at Austin.
- 2.10 “GATRRS Program Manager” means the Party to the Operations Agreement designated to oversee the day to day operation and management of the Regional Radio System and the staff of the Party designated to perform those duties.
- 2.11 “Subscriber Equipment” means the portable radios, mobile radios, control station radios and radio consoles operated by GATRRS Associate Lake Travis ISD as part of the Regional Radio System.

3. Term

- 3.1 Contingent Term. This Agreement is contingent upon both the continuation of the Operations Agreement and County’s continued right to use the Regional Radio System under the Operations Agreement. If County is no longer eligible to use the Regional Radio System for any reason, this Agreement is automatically terminated.
- 3.2 Initial Term. This Agreement commences on the date on which it is signed by the last party to sign it. This Agreement continues in force until the earlier of September 30, 2025, or the occurrence of one of the contingencies that automatically terminate this Agreement.
- 3.3 Automatic Renewal. If neither of the contingencies in Section 3.1 has occurred, this Agreement automatically renews October 1 for a term of one (1) year each year thereafter, unless: (1) this Agreement is terminated sooner pursuant to Section 12, (2) one of the contingencies in Section 3.1 occurs, or (3) funding for Lake Travis ISD’s obligations hereunder is not appropriated or approved by its governing body, in which case Lake Travis ISD may terminate effective the last day of its fiscal period without penalty or further payment obligations for any subsequent term.

4. GATRRS Associate Lake Travis ISD Responsibilities

- 4.1 Access Authorization. GATRRS Associate Lake Travis ISD is authorized to access and use the type and quantity of Subscriber Equipment described in Attachment A on the Regional Radio System. GATRRS Associate Lake Travis ISD shall not use any additional equipment on the Regional Radio System.
- 4.2 Payment. Within thirty (30) days after execution of this Agreement, GATRRS Associate Lake Travis ISD shall pay County the amount due for that term based on the number and type of Subscriber Equipment authorized in Attachment A and the monthly rates for GATRRS System

Operations and Maintenance Support Costs and GATRRS System Infrastructure Maintenance Support Costs in Attachment A and the number of months remaining in that County Fiscal Year at the time of execution of this Agreement. On or before October 30 of each year after that, GATRRS Associate Lake Travis ISD shall pay County the amount due for that County Fiscal Year based on the number and type of Subscriber Equipment authorized in Attachment A and the monthly rates for GATRRS System Operations and Maintenance Support Costs and GATRRS System Infrastructure Maintenance Support Costs in Attachment A. If Attachment A is amended during a County Fiscal Year, GATRRS Associate Lake Travis ISD shall pay County the amount due for the remainder of that County Fiscal Year for the additional Subscriber Equipment authorized by the amendment of Attachment A based on the monthly rates for GATRRS System Operations and Maintenance Support Costs and GATRRS System Infrastructure Maintenance Support Costs in Attachment A.

- 4.3 Limit on Use. GATRRS Associate Lake Travis ISD is subject to any limitations or restraints on its usage of the Regional Radio System that apply to County.
- 4.4 Purchase of Equipment. GATRRS Associate Lake Travis ISD shall purchase and provide its own Subscriber Equipment to be used on the Regional Radio System. The selection and specifications for this Subscriber Equipment must be coordinated with the GATRRS Program Manager so that all Subscriber Equipment purchased is compatible with the Regional Radio System.
- 4.5 Etiquette. GATRRS Associate Lake Travis ISD shall ensure that the persons it authorizes to use its Subscriber Equipment are trained in the proper use and etiquette for two-way radio communication.
- 4.6 Compliance with Agreement. When using the Regional Radio System, GATRRS Associate Lake Travis ISD shall abide by all policies, procedures, and guidelines established by the GATRRS Operating Board and the terms and conditions of this Agreement.
- 4.7 Compliance with Standard Operating Conditions and FCC. GATRRS Associate Lake Travis ISD shall use the Regional Radio System in a manner consistent with the Standard Operating Procedures established by the GATRRS Operating Board and in compliance with applicable Federal Communications Commission regulations and rules.
- 4.8 Programming of Equipment. GATRRS Associate Lake Travis ISD shall ensure that programming for its Subscriber Equipment that uses the Regional Radio System is consistent with the Standard Operating Procedures established by the GATRRS Operating Board.
- 4.9 FCC Violations. If there is any actual or alleged violation of any FCC rule or regulation attributable to any Subscriber Equipment that is owned by GATRRS Associate Lake Travis ISD or used by any person associated with GATRRS Associate Lake Travis ISD, GATRRS Associate Lake Travis ISD shall reimburse the GATRRS Party that is the holder of an FCC license for the all resulting costs and attorneys' fees, but only to the extent permissible under Texas law, and only after receiving prompt written notice and a reasonable opportunity to respond to or defend such claim.
- 4.10 Improvements Point of Contact. GATRRS Associate Lake Travis ISD shall use County as its primary point of contact for requests for Regional Radio System improvements.
- 4.11 Operations Point of Contact. When addressing problems, and seeking answers to operations questions, GATRRS Associate Lake Travis ISD shall use the GATRRS Program Manager as its

primary point of contact. GATRRS Associate Lake Travis ISD shall work with the GATRRS Program Manager in a good faith effort to help resolve problems.

- 4.12 System Development. GATRRS Associate Lake Travis ISD is encouraged to use and improve the interoperations capabilities of the Regional Radio System and to provide input to the GATRRS Program Manager on the day-to-day operations of the Regional Radio System and on the development of Regional Radio System standard operating policies and procedures.
- 4.13 Current Revenue Payments. GATRRS Associate Lake Travis ISD shall pay for all costs incurred pursuant to this Agreement from current revenue funds.
- 4.14 Access to Reports, Records, and Facilities. GATRRS Associate Lake Travis ISD shall provide County with full access to all records and reports about the Regional Radio System that are in its possession and are available by law to members of the public generally. Notwithstanding the foregoing, Lake Travis ISD shall not disclose information protected from public disclosure under the Texas Public Information Act (TPIA), information protected by state or federal privacy laws (including FERPA, if applicable), law enforcement-sensitive material, or documents protected by attorney-client privilege or other recognized exceptions, unless required by law or court order.
- 4.15 Compliance with Laws. GATRRS Associate Lake Travis ISD shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

5. County Responsibilities

- 5.1 Notice of Limitations. County shall notify GATRRS Associate Lake Travis ISD of any limitations or restraints on its usage of the Regional Radio System as soon as practicable after these are imposed on County.
- 5.2 Copies of Procedures. County shall provide GATRRS Associate Lake Travis ISD with copies of all policies, procedures, and guidelines established by the GATRRS Operating Board, including the Standard Operating Procedures.
- 5.3 Notice of Violation. County shall notify GATRRS Associate Lake Travis ISD if it becomes aware of any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment that is owned by GATRRS Associate Lake Travis ISD or used by any person associated with GATRRS Associate Lake Travis ISD.
- 5.4 Improvement Requests. County shall assist GATRRS Associate Lake Travis ISD in relation to any reasonable requests for Regional Radio System improvements and in its relationship with the GATRRS Program Manger if needed.
- 5.5 Invoice. County shall invoice GATRRS Associate Lake Travis ISD for the amount due for each County Fiscal Year based on the number and type of Subscriber Equipment authorized in Attachment A and the rates in Attachment A. The invoice shall include a current copy of Attachment A, the County Fiscal Year covered by the invoice, the per-unit amount to be paid, and the total amount to be paid.
- 5.6 Current Revenue Payments. County shall pay for all costs incurred pursuant to this Agreement from current revenue funds.
- 5.7 Access to Reports, Records, and Facilities. County shall provide GATRRS Associate Lake Travis

ISD with full access to all records and reports about the Regional Radio System that are in its possession and are available by law to members of the public generally. The members of the Lake Travis ISD Board of Directors or their representatives have the right to inspect any equipment and facilities of the Regional Radio System in the company of the GATRRS Program Manager, under any reasonable circumstances. Such access excludes any documents, materials, or records that are privileged or otherwise protected from disclosure under applicable law or that would compromise ongoing law enforcement investigations, except pursuant to a valid subpoena or court order.

- 5.8 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

6. Liability

- 6.1 County is not liable for and GATRRS Associate Lake Travis ISD assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly as a result of this Agreement or the operations of the GATRRS Associate Lake Travis ISD. Nothing in this Section 6.1 (or elsewhere in this Agreement) is intended to waive or limit any governmental, sovereign, or other immunity or defense of GATRRS Associate Lake Travis ISD under Texas law. GATRRS Associate Lake Travis ISD does not consent to suit except to the extent permitted by the laws and Constitution of the State of Texas.

7. Retention, Accessibility and Audit of Records

- 7.1 GATRRS Associate Lake Travis ISD Retention. GATRRS Associate Lake Travis ISD shall maintain all records and documentation for all Subscriber Equipment to be used on the Regional Radio System in a readily available state and location for three (3) years after the Agreement term in which GATRRS Associate Lake Travis ISD stopped using the Regional Radio System.
- 7.2 County Access. GATRRS Associate Lake Travis ISD shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to Subscriber Equipment used on the Regional Radio System, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by GATRRS Associate Lake Travis ISD. Such access excludes any documents, materials, or records that are privileged or otherwise protected from disclosure under applicable law or that would compromise ongoing law enforcement investigations, except pursuant to a valid subpoena or court order.
- 7.3 County Audit. County has the right to conduct a financial audit of the GATRRS Associate Lake Travis ISD's performance of this Agreement. GATRRS Associate Lake Travis ISD agrees to permit County, or its authorized representatives, to audit GATRRS Associate Lake Travis ISD's records that relate to this Agreement and to obtain any document, materials or information necessary to facilitate this audit.

8. Limit on Agents

- 8.1 No agent, official, employee, or representative of County has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of GATRRS Associate Lake Travis ISD has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the Lake Travis ISD Board of Trustees.

9. County Right to Contract: Other Entities

9.1 County may contract with other entities to provide access to and use of the Regional Radio System throughout County and any additional area that becomes part of the Regional Radio System. All proceeds to County that may arise from other agreements inure to the benefit of County.

10. Breach

10.1 The failure of either party to comply with the terms and conditions of this Agreement is a breach of this Agreement.

11. Mediation

11.1 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 such as the Dispute Resolution Center of Austin, Texas, or a person appointed by a court of competent jurisdiction for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

12. Suspension and Termination

12.1 Suspension. GATRRS Associate Lake Travis ISD is subject to temporary or partial suspension of this Agreement for any of the following:

12.1.1 Alleged violation of FCC rules and regulations,

12.1.2 Individual or repeated violations of the GATRRS Standard Operating Procedures, or

12.1.3 Use of the Regional Radio System that is determined to be inappropriate by the GATRRS Governing Board;

provided that (1) the County shall deliver written notice of the grounds for suspension, (2) GATRRS Associate Lake Travis ISD shall have five (5) business days to cure or otherwise respond, unless there is an imminent threat to public safety, and (3) if the alleged ground is cured within the stated period (or any agreed extension), no suspension shall take effect.

“Inappropriate use” means use of the Regional Radio System in a manner that (1) violates material written policies or procedures duly adopted by the GATRRS Governing Board and provided to Lake Travis ISD, (2) compromises or endangers public safety communications, or (3) constitutes repeated or willful misuse for non-public-safety purposes.

12.2 County Termination. County has the right to terminate this Agreement, in whole or in part, for one or more of the following reasons at any time in compliance with Section 12.3:

12.2.1 GATRRS Associate Lake Travis ISD has violated any FCC rules or regulations,

12.2.2 GATRRS Associate Lake Travis ISD has violated the GATRRS Standard Operating Procedures one or more times,

- 12.2.3 GATRRS Associate Lake Travis ISD has used the GATRRS in a manner that is determined by the GATRRS Governing Board to be materially incompatible with public safety communications, including, but not limited to, repeated unauthorized commercial use or willful interference with critical emergency traffic (“Inappropriate Use”),
 - 12.2.4 GATRRS Associate Lake Travis ISD has failed to comply with any term or condition of this Agreement,
 - 12.2.5 GATRRS Associate Lake Travis ISD is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement, or
 - 12.2.6 County has failed to appropriate sufficient funds to continue its participation in the Regional Radio System.
- 12.3 Procedure. At least twenty (20) days before the effective date of termination, County must notify GATRRS Associate Lake Travis ISD in compliance with Section 17.1 of the decision to terminate this Agreement, the existence and nature of the breach, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated. GATRRS Associate Lake Travis ISD may avoid termination of this Agreement pursuant to Sections 12.2 and 12.3 if GATRRS Associate Lake Travis ISD cures the breach to the satisfaction of County within twenty (20) days of receipt of this notice. This time to cure may be extended, at the sole discretion of County, as long as the GATRRS Associate Lake Travis ISD diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the GATRRS Associate Lake Travis ISD is in default and the participation of the GATRRS Associate Lake Travis ISD is automatically terminated on that date.
- 12.4 GATRRS Associate Lake Travis ISD Termination. GATRRS Associate Lake Travis ISD may terminate this Agreement, in whole or in part, at any time for any of the following reasons in compliance with Section 12.5:
- 12.4.1 County has failed to comply with any term or condition of this Agreement,
 - 12.4.2 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement, or
- 12.4.3 GATRRS Associate Lake Travis ISD has failed to appropriate sufficient funds to pay the amounts due under this Agreement for any fiscal year after the initial term. In this case, LTISD may terminate this Agreement effective on the last day of the then-current fiscal year. Any termination under this Section shall not impose financial liability on LTISD for any amounts beyond the termination date, except as specified in sections 12.7 and 12.8 of this Agreement
- 12.5 Procedure. At least ninety (90) days before the date of termination, GATRRS Associate Lake Travis ISD must notify County in compliance with Section 17.1 of the decision to terminate this Agreement, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the Agreement to be terminated. County may avoid termination of this Agreement pursuant to Sections 12.4 or 12.5 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the GATRRS Associate Lake Travis ISD prior to the effective date of termination.

- 12.6 Mutual Termination. Either party has the right to terminate this Agreement, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.
- 12.7 Right Surviving Termination. If either party terminates this Agreement, GATRRS Associate Lake Travis ISD shall pay the amounts outstanding to County in compliance with this Agreement within 30 days after the effective date of termination.
- 12.8 Survival of Provisions. The termination or expiration of this Agreement shall not relieve either party of any obligations or liabilities that accrued prior to the effective date of such termination or expiration. Without limiting the foregoing, the provisions of this Agreement that by their nature and intent are meant to survive, including but not limited to Sections 4.9 (FCC Violations), 6 (Liability), 7 (Retention, Accessibility and Audit of Records), 12.7 (Right Surviving Termination), 13 (Non-Waiver and Reservation of Remedies), and 18.2 (Law and Venue), shall survive the termination or expiration of this Agreement and remain in full force and effect until fully satisfied or discharged.

13. Non-Waiver and Reservation of Remedies

- 13.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement must not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement must not be construed as a waiver of that right or privilege. In this Agreement, County and GATRRS Associate Lake Travis ISD do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.
- 13.2 Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement must not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14. Entire Agreement

- 14.1 Attachment. Attachment A-Equipment and Rate Schedule is made a part of this Agreement and constitutes promised performances by GATRRS Associate Lake Travis ISD under this Agreement.
- 14.2 Agreement All Inclusive. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this document. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument. Signatures transmitted electronically (including by PDF) shall have the same effect as original signatures.

15. Assignability

- 15.1 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by GATRRS Associate Lake Travis ISD that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

16. Amendments

- 16.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and GATRRS Associate Lake Travis ISD. It is acknowledged by GATRRS Associate Lake Travis ISD that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement unless expressly granted that authority by Commissioners Court.
- 16.2 Amendment of Attachment A. County may amend the rates stated in Attachment A by sending a notice of rate change in compliance with Section 17.1 to GATRRS Associate Lake Travis ISD at least sixty (60) days before the beginning of the next County Fiscal Year. If GATRRS Associate Lake Travis ISD does not send a notice in compliance with Section 17.1 stating that the change is unacceptable before its effective date, GATRRS Associate Lake Travis ISD shall accept the rates stated in the notice of rate change and shall pay those rates for the next County Fiscal Year. If GATRRS Associate Lake Travis ISD sends a notice that the change is unacceptable GATRRS Associate Lake Travis ISD shall not use its Subscriber Equipment on the Regional Radio System after the beginning of the next County Fiscal Year unless County and GATRRS Associate Lake Travis ISD have agreed in writing to the rates applicable to it for the next County Fiscal Year. If the proposed rate change exceeds five percent (5%) of the previous fiscal year's rate or otherwise materially increases LTISD's costs, the Parties shall confer in good faith to reach a mutually acceptable solution. County shall provide LTISD with supporting documentation or rationale for the rate increase upon request. If the Parties fail to agree on a new rate, LTISD may terminate this Agreement without further liability effective at the start of the next County Fiscal Year, and LTISD shall be afforded a reasonable transition period (not less than sixty (60) days) to migrate to an alternative system.
- 16.3 GATRRS Associate Lake Travis ISD Request. GATRRS Associate Lake Travis ISD must submit all requests for changes to this Agreement to Emergency Services Coordinator. The Emergency Services Coordinator must present the GATRRS Associate Lake Travis ISD's requests to Commissioners Court for consideration.
- 16.4 County Request. County must submit all requests for changes to this Agreement to the County Executive – Emergency Services. The County Executive – Emergency Services must present County's requests to the County Commissioners Court for consideration.

17. Notices

- 17.1 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in Sections 17.2 or 17.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in Sections 17.2 or 17.3.

17.2 Address of County. The address of County for all purposes under this contract must be:

Honorable Andy Brown (or his successor in office)
County Judge
P. O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail is not required):

Chuck Brotherton (or his successor)
County Executive – Emergency Services
P. O. Box 1748
Austin, Texas 78767-1748

17.3 Address of GATRRS Associate Lake Travis ISD. The address of the GATRRS Associate Lake Travis ISD for all purposes under this Agreement and for all notices hereunder must be:

Brad Merritt (or his successor)
Police Chief, Lake Travis ISD Police Department
16101 W. Hwy 71 – Building B
Austin, Texas 78738

17.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in writing, sent via email to the individuals listed in section 17 or by regular mail.

18. Interpretation of Contract

18.1 Third Party Rights Not Created. This Agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor GATRRS Associate Lake Travis ISD is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

18.2 Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement shall lie in a state court of competent jurisdiction located in Travis County, Texas.

18.3 Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement must be construed as if that portion were not included in the Agreement and the remainder must remain valid and binding.

18.4 Computation of Time. When any period of time is stated in this Agreement, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County has declared a holiday for its employees, these days must be omitted from the computation.

18.5 Number and Gender. Words of any gender in this Agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the Agreement clearly requires otherwise.

18.6 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and

are not to be used in construing this Agreement.

18.7 Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control for a period of time that is reasonably necessary after such Force Majeure occurrence, including but not limited to acts of God, war, strikes, fires, floods, pandemics, epidemics, or governmental restrictions. The affected party shall promptly notify the other party in writing of the occurrence of a force majeure event and make reasonable efforts to mitigate its effects.

19. Legal Authority

19.1 GATRRS Associate Lake Travis ISD Signors. The person or persons signing this Agreement on behalf of GATRRS Associate Lake Travis ISD, or representing themselves as signing this Agreement on behalf of GATRRS Associate Lake Travis ISD, do hereby warrant and guarantee that he, she or they have been duly authorized by Lake Travis ISD to sign this Agreement on behalf of GATRRS Associate Lake Travis ISD and to bind GATRRS Associate Lake Travis ISD validly and legally to all terms, performances, and provisions in this Agreement.

19.2 County Signors. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

20. Duplicate Originals

20.1 This Agreement may be executed in duplicate originals or counterparts and shall be effective as of the date last signed by a duly authorized representative of each Party.

County of Travis, Texas

By: _____
Andy Brown, County Judge

Date: _____

Lake Travis ISD

By: _____
Lauren White
President, Lake Travis ISD Board of Trustees

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney for Lake Travis ISD

Date: _____

**RRS Associate
Interlocal Cooperation Agreement
Lake Travis ISD Police Department**

**Attachment A -- Equipment and Rate Schedule
Fiscal Year 2026**

The subscriber equipment authorized under this Agreement includes the following (radio quantities have been revised per a system ID database query at the City of Austin Wireless Communication Services Division):

Lake Travis Independent School District						
Cost Category	Equipment Type	Qty	Monthly Rate	Total Monthly	Total Quarterly	Total Annually
GATRRS Operations and Maintenance	Motorola APX6000	15	\$34.82	\$522.30	\$1,566.90	\$6,267.60
	Totals:	15		\$522.30	\$1,566.90	\$6,267.60

**Annual amount for October 1, 2025, through September 30, 2026:
\$6,267.60**

**Annual billing currently due:
\$6,267.60**

Send payment to:
Travis County Emergency Services
Attn: Christina Stenger, Accountant Associate
5555 Airport Blvd, Suite 400
Austin, TX 78751



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Temporary Construction Easement Agreement for the Reimer's Road Private Drive Project

RECOMMENDED ACTION

Administration recommends approval of a temporary construction easement agreement for the Reimer's Road private drive project and authorize execution of the easement by the Board President.

RATIONALE

As a part of the ongoing development of the Reimer's Road private drive project, the District has requested that a temporary construction easement agreement is made and entered into by the District and the owner of the property located at 5406 Reimers-Peacock Road. The owner has two driveways that require alignment and elevation to the LTISD private drive. The reconstruction of the existing driveways requires a temporary construction easement according to the terms of the agreement.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Chad Crowson – General Counsel

ATTACHMENTS

Temporary Construction Easement Agreement

MEETING DATE

August 20, 2025

WHEREAS, Grantor has agreed to grant to Grantee a temporary construction easement for the reconstruction of Grantor's Driveways subject to the terms of this Agreement.

NOW THEREFORE, for and in consideration of the above stated recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the Parties, the Parties agree as follows:

1. **Grant of Temporary Easement.** Grantor, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, subject to the terms hereof, a temporary construction easement (the "Temporary Construction Easement") upon, in, over, under, along, and across the portion the of Grantor's Property, being described as follows:

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND THE ACCOMPANYING SKETCH IN THE ATTACHED **EXHIBIT C** (the "**Easement Property**").

2. **Purpose of Temporary Construction Easement.** Grantee may use the Easement Property for the installation and maintenance of temporary erosion controls, demolition of portions Grantor's Driveways, regrading of Grantor's Property, the removal of vegetation, the reconstruction of the removed portions of Grantor's Driveways, the restoration of disturbed areas within the Easement Property, and such other construction related activities on the Easement Property as required by the Site Development Permit or by government inspectors.

3. **Dominant Use of Easements.** Grantor agrees Grantee shall have the dominant right to use the Temporary Construction Easement for the Easement Purposes; provided, however, Grantor reserves the right to grant such other easements and licenses to use the area of the Easement Property so long as the uses and activities allowed by such other easements and licenses do not interfere with Grantee's use of the Easement Property. Grantor shall not move, alter, or otherwise disturb temporary erosion controls. If Grantor believes that an adjustment to the temporary erosion controls, Grantor must contact Grantee's designated representative. Grantor acknowledges and agrees that temporary erosion controls may only be moved or altered with the approval of Travis County.

4. **Permitted Encumbrances.** The Temporary Construction Easement herein granted is subject to the following Permitted Encumbrances:

- a. Any easements, liens, encumbrances, and other matters of record in the Official Public Records of Travis County, Texas that are valid, existing, and affect the Easements as of the Effective Date of this Agreement.
- b. All improvements located on Grantor's Property as of the Effective Date of this Agreement.

5. **Duration of Temporary Construction Easement.** The Temporary Construction Easement and this Agreement shall automatically expire and be of no further force or effect upon the first to

occur of a) Grantee's completion of the LTISD Driveway as documented by Travis County's final approval of the construction of the LTISD Driveway; or b) thirty-six (36) months after the Effective Date of this Agreement; provided, however, Grantee may extend the 36-month term of this Agreement for an additional six (6) months if Grantee sends a written notice to Grantor stating that construction activities on the Easement Property are substantially complete except to

6. **Access to Easement Property.** Grantor further agrees to allow Grantee access to the Easement Property during the term of this Agreement.

7 **Insurance Coverage.** All contractors engaged by Grantee to construct the New Grantee Driveway ("Contractors") must obtain a general liability insurance policy with the following limits: \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage and \$2 million umbrella liability policy before entering the Easement Property. At least ten (10) Business Days before construction activities begin on the Easement Property, the Grantee must provide to Grantor certificates of insurance documenting at least the minimum coverage amounts required by this Agreement. All certificates of insurance must include Grantor as an additional insured. The insurance coverage must be effective before the Contractors enter the Easement Property and remain in effect until the appropriate Governmental Entity approves the construction of Grantee's New Driveway and the restoration of the Easement Property.

8. **Construction Activities within the Temporary Easement.** Grantee or Grantee's contractor shall provide Grantor at least seven (7) days advanced written notice of entry into the Easement Property for the installation of temporary erosion controls and at least five (5) days' advanced written notice of entry into the Easement Property to begin demolition and reconstruction of Grantor's Driveway Grantee's contractors constructing the LTISD Driveway shall strictly comply with the terms, conditions, and requirements of the Site Development Permit, including, temporary and permanent erosion and sedimentation controls and tree protection details (collectively, the "Construction Details"). The Construction Details applicable to the Easement Property are incorporated herein and made a part of this Agreement for all purposes. All activities within the Easement Property shall be in accordance with all applicable federal, state and local laws and regulations. The staging of materials, equipment and tools is allowed within the Easement Property only in conjunction with the reconstruction of Grantor's Driveways and the restoration activities described in Paragraph 8 below. At least one Grantor Driveway will remain open at all times.

9. **Restoration of Easement Property.** Grantee shall restore the Easement Property and any improvements, including irrigation lines, walls, driveways thereon, and the surface to substantially the same condition and functionality as existed prior to Grantee's work within the Easement Property, in accordance with the Construction Details and terms of this Agreement. If permanent erosion controls, including the establishment of grasses and other vegetation have not been approved by Travis County by the end of the Agreement term, Grantee's obligation to restore the Easement Property and Grantee's rights hereunder to enter the Easement Property for the restoration of the Easement Property shall survive the expiration of this Agreement. Grantor agrees to cooperate with Grantee and Grantee's

contractor during the process of establishing permanent erosion controls to the satisfaction of Travis County.

10. **Reservation of Rights.** Grantor reserves all rights not expressly granted in this Agreement, including all rights, privileges and appurtenances on, in or appertaining to Grantor's Property.

11. **Modification.** No modifications, waiver, amendment, discharge, or change to Paragraph 5 of this Agreement shall be valid unless the same is in writing, signed by each Party, and recorded in the Official Public Records of Travis County, Texas.

12. **Binding Effect.** This Agreement will run with the land and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the matters set forth herein. The granting of the Easements is on an "AS IS, WHERE IS" basis with no warranties of any kind except as expressly set forth in this instrument with respect to the special warranty of title. Grantee, its successors and assigns, accept and assume all risks associated with the use of the Easements, including injury to person or property. Except where the context otherwise requires, Grantor includes Grantor's successors, and assigns and Grantee includes Grantee's employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

13. **Notice.** The Parties acknowledge and agree that they have exchanged telephone numbers, email addresses, and fax numbers, if applicable. Any notice to be given hereunder by either Party to the other shall be in writing and sent by email, by personal or courier delivery, by Federal Express or other reputable overnight delivery service. When a notice is sent by email, the date of delivery will be the first Business Day after the transmission of the email. When a notice is sent by personal delivery, courier service, or Federal Express or other reputable overnight delivery service, the date of delivery will be the date of actual delivery to the receiving party. Notices will be sent to the proper party, at the following addresses:

GRANTOR: David Jackson
5406 Reimers-Peacock Road,
Spicewood, TX 78734

With copies to:

GRANTEE: Lake Travis Independent School District
Attn: General Counsel
3322 Ranch Road 620 S.
Austin, Texas 78738

With copies to: Robert Kleeman
Sneed, Vine & Perry, P.C.
2705 Bee Cave Road, Suite 160
Austin, Texas 78746

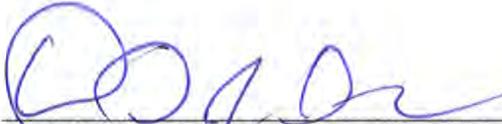
Each Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

15. **Business Days.** For purposes of this Agreement, the term “Business Day” or “Business Days” shall mean and refer to any calendar day the Administrative Offices of LTISD are open. If any date or any period provided in this Agreement ends on a day which is not a Business Day, then the applicable period shall be extended to the first succeeding day which is a Business Day.

16. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding and agreements between them concerning its subject. There are no other verbal or written representations, agreements, or understandings between them relating to its subject. No amendment, modification, or waiver of the Agreement shall be binding unless executed in writing by an authorized representative of each Party.

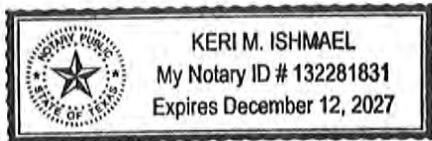
[SIGNATURE PAGES FOLLOW]

GRANTOR:


David Jackson, a single man

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
 Smith

This instrument was acknowledged before me on the 9 day of July, 2025 by David Jackson.




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

ACCEPTED:

GRANTEE:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: Lauren White

Title: President, Board of Trustees

STATE OF TEXAS

§

§

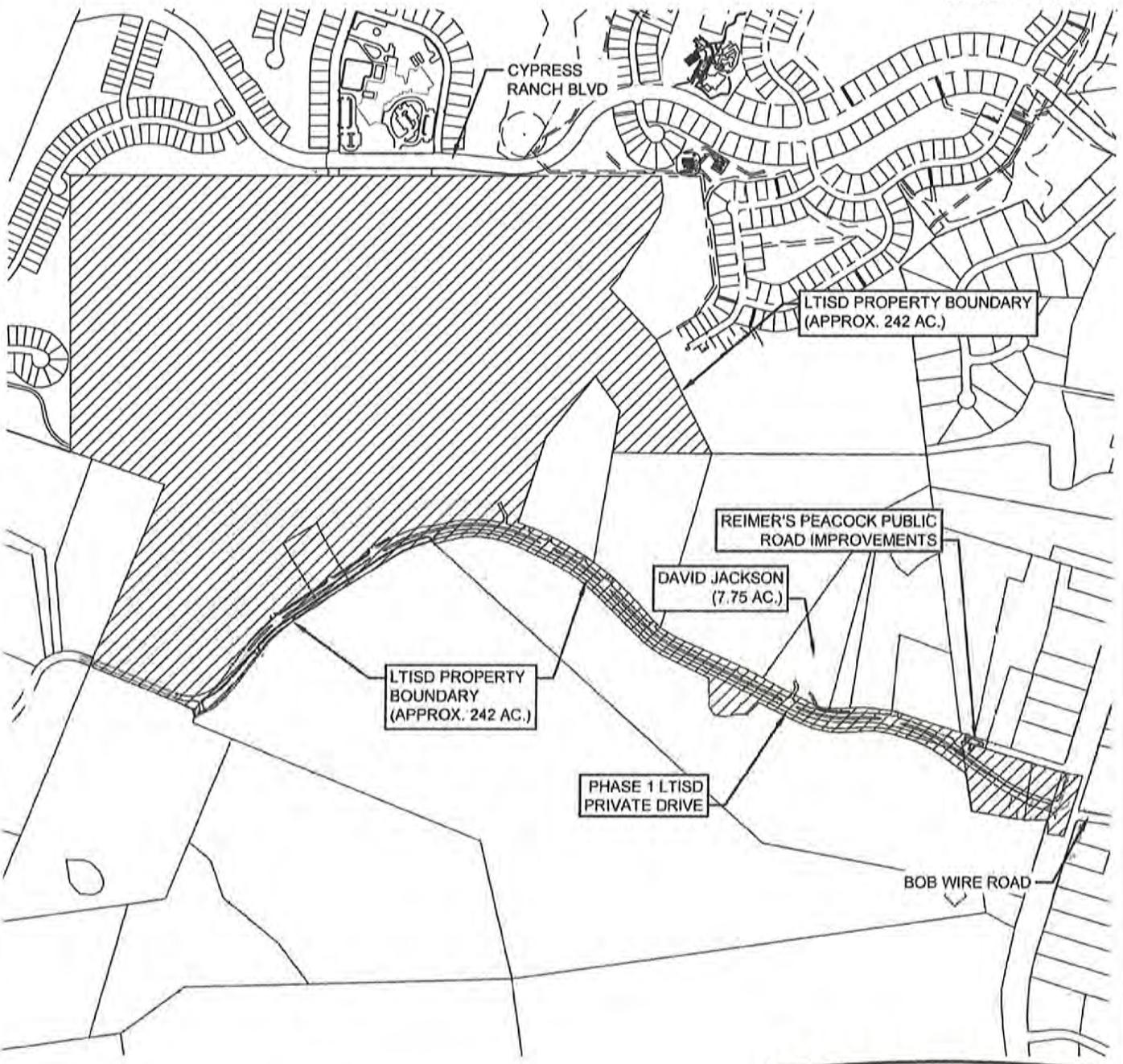
COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the ____ day of _____, 2025, by Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.



0 1000'
SCALE: 1" = 1000'

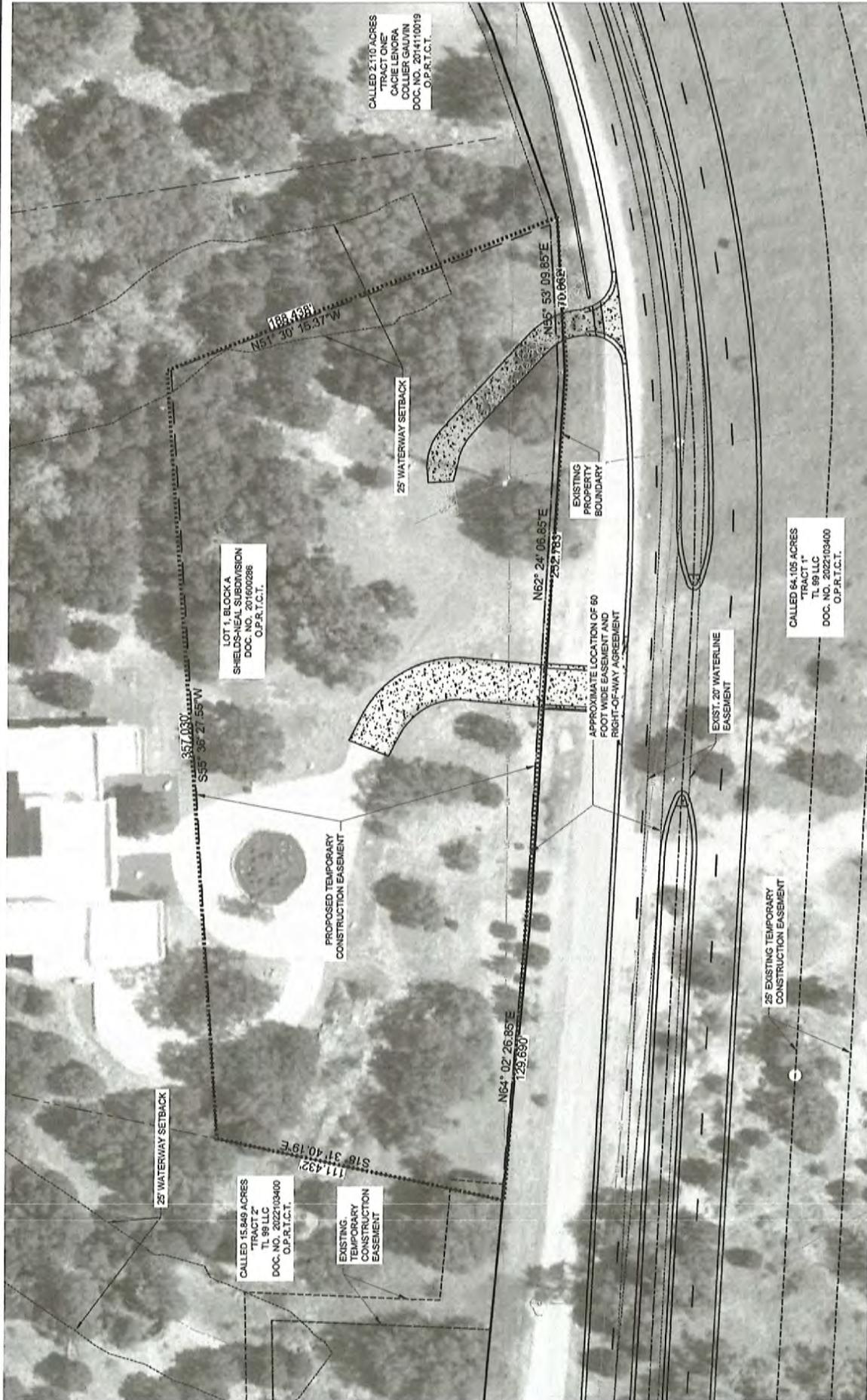


LTISD 242-ACRE PROPERTY
EXHIBIT "A"



CIVIL ENGINEERING • DEVELOPMENT • CONSULTING • PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



LOT 1, BLOCK A
SHIELDS-NEAL SUBDIVISION
DOC. NO. 201600286
O.P.R.T.C.T.

EXISTING
TEMPORARY
CONSTRUCTION
EASEMENT

CALLED 15.849 ACRES
TRACT 2
TL 99 LLC
DOC. NO. 2022103400
O.P.R.T.C.T.

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

APPROXIMATE LOCATION OF 60
FOOT WIDE EASEMENT AND
RIGHT-OF-WAY AGREEMENT

EXISTING
PROPERTY
BOUNDARY

EXIST. 20' WATERLINE
EASEMENT

25' EXISTING TEMPORARY
CONSTRUCTION EASEMENT

CALLED 64.105 ACRES
TRACT 1
TL 99 LLC
DOC. NO. 2022109400
O.P.R.T.C.T.

CALLED 2.110 ACRES
TRACT ONE
CAGIE LENOIRA
COLLIER GAUVIN
DOC. NO. 2014110019
O.P.R.T.C.T.



PROPOSED TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

MALONE WHEELER
INC.

ONE SUPERBURG • DIRECTOR • COLLECTING • PROJECT • MANAGER
2113 Southward Pkwy, Suite 200
Columbia, SC 29204
Phone: (803) 744-0000 • Fax: (803) 744-0005
Permit Registration No. 1-2786

1:100 OVERLAPPING SHEETS (THIS SHEET IS THE FIRST SHEET TO BE DRAWN) CONSTRUCTION EASEMENT EXHIBIT 2024-08-08.dwg

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.7534 ACRE (32,817 SQUARE FEET) OUT OF THE ADAMS BEATY & MOULTON SURVEY NO. 37, ABSTRACT NO. 43, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, SHIELDS-NEAL SUBDIVISION, A SUBDIVISION RECORDED IN TRAVIS COUNTY, TEXAS IN DOCUMENT NO. 201600286 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND CONVEYED TO DAVID JACKSON IN DOCUMENT NO. 2020219534, (O.P.R.T.C.T.), SAID 0.7534 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



925 Capital of Texas Hwy
B-115, Austin, TX 78746
(512) 327-4006
fperez@capitalsurveying.com

BEGINNING, at a 1/2-inch iron rod with "RDS" cap found for an angle point in the north line of a called 117.07 acre tract conveyed to Lake Travis Independent School District in Document No. 2017111944 (O.P.R.T.C.T.), being an angle point in the south line of said Lot 1, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch rod with "RDS" cap found for an angle point in the north line of said 117.07 acre tract, for the southeast corner of said Lot 1 and the southwest corner of a called 2.110 acre tract described as "Tract One" and conveyed to Cacie Lenora Collier Gauvin in Document No. 2014110019 (O.P.R.T.C.T.) bears, N39°41'49"E, a distance of 42.69 feet;

THENCE, with the common line of said 117.07 acre tract and said Lot 1, the following three (3) courses and distances:

- 1) **S56°13'47"W**, a distance of **70.34** feet to a 1/2-inch iron rod with "RDS" cap found for an angle point hereof;
- 2) **S62°37'26"W**, a distance of **252.84** feet to a 1/2-inch iron rod with "RDS" cap found for an angle point hereof;
- 3) **S64°33'58"W**, a distance of **3.51** feet to a calculated point for the southwest corner hereof, from which a 1/2-inch iron rod with "Garon" cap found for the southwest corner of said Lot 1, and the southeast corner of a called 15.849 acre tract conveyed to TL 99 LLC in Document No. 2022103400 (O.P.R.T.C.T.) bears, S64°33'58"W, a distance of 128.41 feet;

THENCE, leaving the north line of said 117.07 acre tract, over and across said Lot 1, the following three (3) courses and distances:

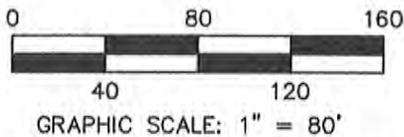
- 1) **N10°35'00"W**, a distance of **120.21** feet to a calculated point for the northwest corner hereof;
- 2) **N62°22'41"E**, a distance of **242.23** feet to a calculated point for the northeast corner hereof;
- 3) **S51°49'32"E**, a distance of **119.08** feet to the **POINT OF BEGINNING** hereof and containing 0.7534 Acre (32,817 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000102170438. See attached sketch (reference drawing: 00031-TCE.dwg).

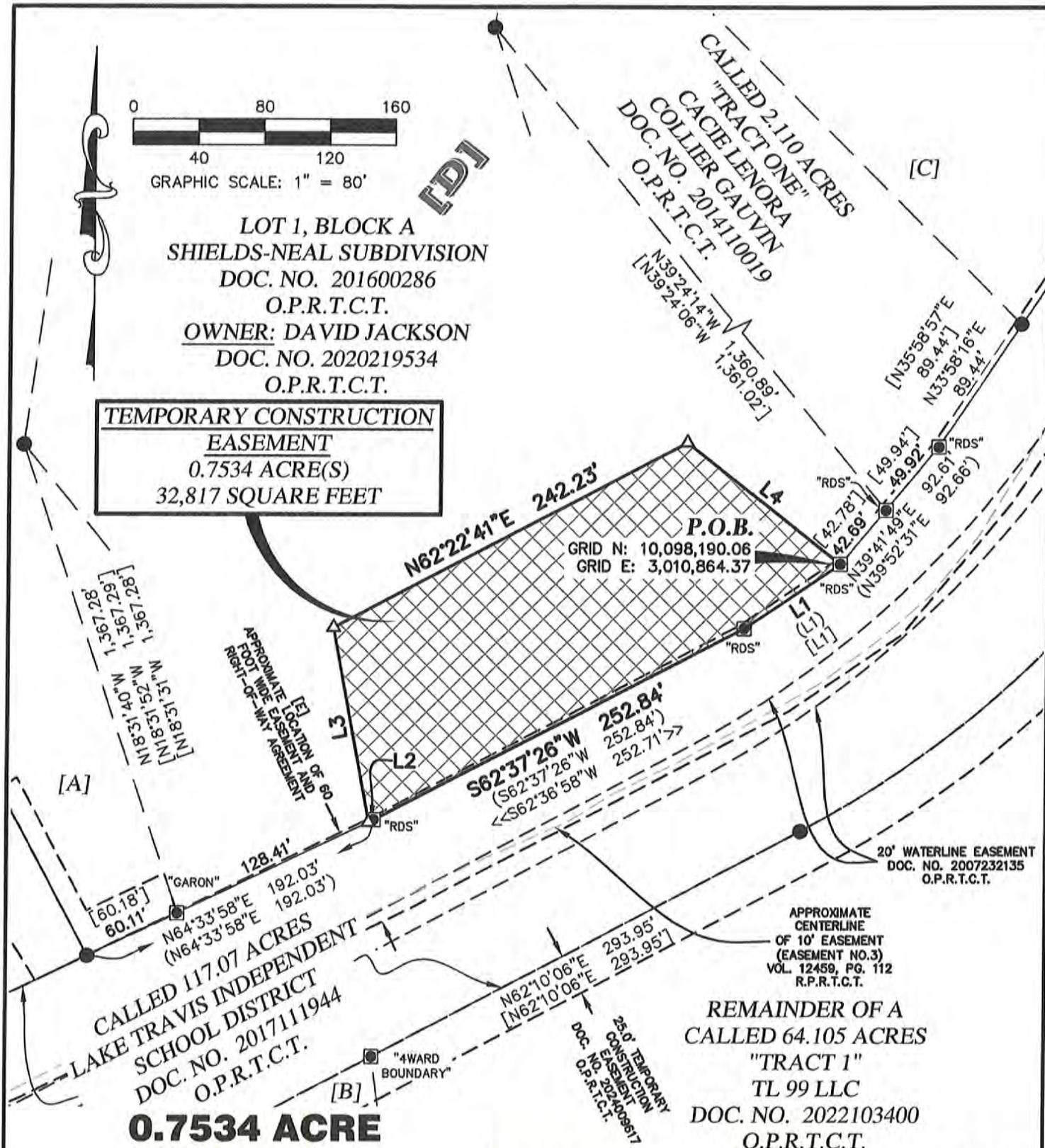

6/3/2025
Fernando Perez, RPLS #7041
Capital Surveying





LOT 1, BLOCK A
SHIELDS-NEAL SUBDIVISION
DOC. NO. 201600286
O.P.R.T.C.T.
OWNER: DAVID JACKSON
DOC. NO. 2020219534
O.P.R.T.C.T.

**TEMPORARY CONSTRUCTION
EASEMENT**
0.7534 ACRE(S)
32,817 SQUARE FEET



**0.7534 ACRE
TEMPORARY
CONSTRUCTION
EASEMENT**
City of Spicewood,
Travis County, Texas



925 S CAPITAL OF TEXAS HIGHWAY
BLDG. B, SUITE 115, Austin, Texas 78746
info@capitalsurveying.com (512) 327-4006
TBPELS FIRM #1012670

Date:	6/3/2025
Project:	00031
Scale:	AS NOTED
Reviewer:	JB
Tech:	AK
Field Crew:	CC
Sheet:	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S56°13'47"W	70.34'
L2	S64°33'58"W	3.51'
L3	N10°35'00"W	120.21'
L4	S51°49'32"E	119.08'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L1)	S56°13'47"W	70.34'
[L1]	S56°12'17"W	70.36'

[E]
 APPROXIMATE LOCATION OF 60
 FOOT WIDE EASEMENT AND
 RIGHT-OF-WAY AGREEMENT
 VOL. 11928, PG. 2366
 VOL. 11928, PG. 2372
 VOL. 11928, PG. 2378
 VOL. 11928, PG. 2384
 VOL. 11928, PG. 2390
 VOL. 11928, PG. 2397
 VOL. 11995, PG. 119
 R.P.R.T.C.T.
 DOC. NO. 1999109310
 DOC. NO. 2000053049
 DOC. NO. 2005095634
 DOC. NO. 2017121258
 DOC. NO. 2017121259
 DOC. NO. 2017121260
 DOC. NO. 2017121261
 DOC. NO. 2017121262
 DOC. NO. 2017111946
 O.P.R.T.C.T.

[D]
**ADAMS, BEATY
 & MOULTON
 SURVEY NO. 37
 ABSTRACT NO. 43**

**0.7534 ACRE
 TEMPORARY
 CONSTRUCTION
 EASEMENT
 City of Spicewood,
 Travis County, Texas**

[A]
 CALLED 15.849 ACRES
 "TRACT 2"
 TL 99 LLC
 DOC. NO. 2022103400
 O.P.R.T.C.T.

[B]
 CALLED 0.2865 ACRES
 (EXHIBIT "A" TRACT 1)
 LAKE TRAVIS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 2024009615
 O.P.R.T.C.T.

[C]
 CALLED 12.96 ACRES
 (TRACT THREE)
 CACIE LENORA
 COLLIER GAUVIN
 DOC. NO. 2014110019
 O.P.R.T.C.T.
 (AS DESCRIBED IN
 DOC. NO. 2009082236)
 SAVE AND EXCEPT A
 CALLED 1.702 ACRES
 CACIE COLLIER MERSHON
 DOC. NO. 2004098205
 O.P.R.T.C.T.

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH "DELTA" CAP FOUND (UNLESS NOTED)
	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 2017111944
[.....]	RECORD INFORMATION PER ADJACENT PROPERTIES

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS
 STATE PLANE COORDINATE SYSTEM, GRID
 NORTH, CENTRAL ZONE, (4203), NAD83, ALL
 DISTANCES WERE ADJUSTED TO SURFACE
 USING A COMBINED SCALE FACTOR OF
 1.000102170438.

2) SEE ATTACHED METES AND BOUNDS
 DESCRIPTION.

Fernando Perez

5/30/2025



	CAPITAL SURVEYING	Date:	6/3/2025
		Project:	00031
		Scale:	AS NOTED
		Reviewer:	JB
		Tech:	AK
		Field Crew:	CC
		Sheet:	2 OF 2
925 S CAPITAL OF TEXAS HIGHWAY BLDG. B, SUITE 115, Austin, Texas 78746 info@capitalsurveying.com (512) 327-4006 TBPELS FIRM #1012670			



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of an Access Easement Agreement for Property Located at 633 Newport Dr, Spicewood, Texas 78669

RECOMMENDED ACTION

Administration recommends approval of an access easement for the property located at 633 Newport Dr, Spicewood, Texas 78669 for the Reimer's Road private drive project and authorize execution of the easement by the Board President.

RATIONALE

As a part of the ongoing development of the Reimer's Road private drive project, the District has requested that an access easement agreement is made and entered into by LTISD and the owner of the property located at 633 Newport Dr, Spicewood, Texas 78669. Portions of the LTISD access tract and other portions of the LTISD land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements granted and conveyed to multiple parcels of land adjacent and near to the LTISD land. The property owner agrees to grant access to the property in order to construct the LTISD private drive and new driveway aprons connecting the owner's property to the LTISD private drive subject to the terms of the agreement.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Chad Crowson – General Counsel

ATTACHMENTS

Access Easement Agreement for 633 Newport Dr.

MEETING DATE

August 20, 2025

D. Grantor intends to construct a new driveway on the LTISD Land that will intersect SH 71W at the traffic light for Barb Wire Road, as shown on the attached **Exhibit A (LTISD Driveway)**;

E. A segment of the LTISD Driveway will be constructed on an approximately 130 foot wide portion of the LTISD Land containing approximately 10.89 acres, as described in the attached **Exhibit C (LTISD Access Tract)**.

F. Portions of the LTISD Access Tract and other portions of the LTISD Land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements (collectively, the "**60' Wide Reimers Access Easements**") granted and conveyed to multiple parcels of land adjacent and near to the LTISD Land, as described in the Easement and Right-of-Way Agreements listed in the attached **Exhibit B (Reimers Access Easement Agreements)**.

G. The existing paved road within the 60' Wide Reimers Access Easement on the LTISD Land is a portion of the Reimers-Peacock Road vacated by an order approved by the Travis County Commissioners Court on June 13, 1983 (**Vacated Road**).

H. The northern terminus of the Vacated Road ends at the southern terminus of the public Reimers-Peacock Road that provides access to and from the Vacated Road to SH 71W.

I. Grantee is the owner of approximately 23.91 acres of land, comprised of a 10.744-acre tract of land, as more particularly described by metes and bounds in the deed recorded in Document No. 2022122365 of the Official Public Records of Travis County, Texas ("**Grantee Tract 1**"); and a 13.161 acre tract of land as more particularly described by metes and bounds in the deed recorded in Document No. 2022038272 of the Official Public Records of Travis County, Texas ("**Grantee Tract 2**") (both tracts referred to collectively as "**Grantee's Property**").

J. Grantee's Tract 1 has appurtenant easement rights to use the sixty foot (60') wide Reimers Access Easement described in Exhibit A attached to the March 3, 1993 *Easement and Right-of-Way Agreement* recorded in Volume 11928, Page 2384, Real Property Records of Travis County, Texas and Grantee's Tract 2 has an appurtenant easement right to use the sixty foot (60') wide access easement described in the Gift Deed recorded in Volume 13288, Page 227 of the Real Property Records of Travis County, Texas (collectively, "**Grantee's Reimers Access Easement Rights**").

K. Grantor is the assignee and successor to the grantors of the Reimers Access Easement Agreements, to the extent such Easement Agreements burden the LTISD Land.

L. Grantor and the then owner of Grantee Tract 1 entered into the First Supplement to Easement and Right-of-Way Agreement having an effective date of July 12, 2017, and being recorded in Document No. 2017121259, Official Public Records of Travis County, Texas and Grantor and the then owner of Grantee Tract 2 entered into the First Supplement to Easement and Right-of-Way Agreement having an effective date of July 12, 2017 and being recorded in

Document No. 2017121262, Official Public Records of Travis County, Texas (collectively, “**Supplements to Reimers Easement Agreements**”).

M. Subsequently, Grantor acquired an approximately 5.517 acre tract of land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas for purpose of aligning the LTISD Private Driveway to intersect SH 71W at the Bob Wire traffic signal. The portion of the 5.517 acre-tract to be used for LTISD Driveway is referred to herein as the “**Second Access Tract.**”

N. Grantor then acquired a 0.287-acre tract, described as “Tract 1” in the Special Warranty Deed recorded in Document No. 2024009615, Travis County Official Public Records (**Third Access Tract**).

O. The Second Access Tract, and the Third Access Tract are depicted in the attached **Exhibit E**.

P. The LTISD Access Tract, the Second Access Tract, and the Third Access Tract are depicted in the attached **Exhibit F** and are referred to collectively as the “**LTISD Driveway Tract.**”

Q. Grantor will construct the LTISD Driveway in accordance with the Site Development Permit (Travis County case # 24-48335) approved and released by Travis County, LCRA and the Travis County Fire Marshal (“**Site Development Permit**”).

R. TxDOT requires LTISD to close and block access between the Vacated Road and the Reimers-Peacock Road public road after the completion of the LTISD Driveway, thus preventing Grantee from using Grantee’s Reimers Access Easement Rights to access SH 71 W from Grantee’s Property.

S. Grantor desires to grant Grantee’s Property appurtenant access easement rights across portions of the LTISD Driveway Tract to use the LTISD Driveway for access to and from Grantee’s Property to and from SH 71W.

T. Subject to the terms of this Agreement, Grantee has agreed to amend and restate all rights and benefits under the Reimers Access Easement Agreements, the Supplements to Grantee’s Reimers Access Easement Agreement and all other access rights appurtenant to Grantee’s Property and such other access rights that are held in gross by Grantee.

U. In consideration of Grantee’s agreement to amend and restate all rights, obligations, and benefits under Grantee’s Reimers Access Easement Agreements, the Supplements to Grantee’s Reimers Access Easement Agreement, and all other access easement rights appurtenant to Grantee’s Property and such other access rights that are held in gross by Grantee, Grantor has agreed to grant to Grantee’s Property an access easement on and across the LTISD Driveway Tract (“**Grantee’s Restated Access Easement Rights**”).

V. Grantor and Grantee desire to amend and restate the respective rights and obligations of Grantor and Grantee with respect to Grantee's Restated Access Easement Rights as set forth herein.

NOW, THEREFORE, in consideration of the above stated Recitals, the benefits to the Parties from replacing the Vacated Road with the LTISD Driveway, the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE 1

RECITALS; EFFECT OF AGREEMENT

- 1.1 **Recitals**. The Parties hereby agree that the Recitals set forth above, including the defined terms, and the Exhibits attached to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement.
- 1.2 **Effect of Agreement**. Upon the final approval and execution of this Agreement by Grantor and Grantee,
- a. this Agreement shall supersede all Reimers Access Easement Agreements applicable to Grantee's Property, as modified by the Supplement to Grantee's Reimers Access Easement Agreement;
 - b. all Reimers Access Easement Agreements applicable to Grantee's Property, as may be modified by the Supplement to Grantee's Reimers Access Easement Agreement are hereby terminated and of no further force and effect;
 - c. the Parties hereby waive and release all known and unknown potential claims of default under or pursuant to the Reimers Access Easement Agreements, as may be modified by the Supplement to Grantee's Reimers Access Easement Agreement;
 - d. Grantee hereby releases and terminates all of Grantee's rights and benefits under or pursuant to all other recorded and unrecorded, known or unknown instruments and appurtenant access easements benefiting Grantee's Property and all in gross access easements benefiting Grantee that grant access rights to cross the LTISD Land;
 - e. Grantee hereby releases and terminates all common law and statutory access rights to cross the LTISD Land, created or recognized by Texas common law or created by Texas statutes, including the vacation of Reimers-Peacock Road by Travis County and such released rights are of no further force or effect;
 - f. All access rights appurtenant to Grantee's Property to cross the LTISD Land shall be set forth in this Agreement; and
 - g. Nothing in this Agreement is intended to or should be construed as granting in gross easement rights to Grantee.

ARTICLE 2

GRANT OF ACCESS EASEMENT

2.1 **Grant of Access Easements.** Subject to the terms of this Agreement, Grantor hereby GRANTS and CONVEYS, for the purposes and uses set forth herein, non-exclusive access easements over and across portions of the LTISD Land that are described as follows: a) the LTISD Driveway Tract, as depicted on the attached **Exhibit F (Grantee's LTISD Driveway Access Easement)** and b) the portion of the LTISD Driveway Tract necessary to connect Grantee's Driveways to the LTISD Driveway, (**Driveway Apron Easement**), as described below, each easement is for the benefit of Grantee's Property, but Grantor reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement rights to Grantee and his successors, heirs, and assigns forever (collectively, "**Grantee's Restated Access Easements**"). Grantor binds itself and its successors and assigns to warrant and forever defend the easement rights herein granted for the benefit of Grantee's Property against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through or under Grantor but not otherwise. Grantee's Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth in this Agreement which shall run with the title to Grantee's Property and any portion thereof, subject to this Agreement, and shall be binding on all persons having any right, title, or interest in all or any portion of Grantee's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof. The LTISD Driveway Tract shall be held, sold, transferred, conveyed, used, occupied, or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to the LTISD Driveway Tract and any portion thereof, subject to this Agreement, and shall be binding on all persons having any right, title, or interest in all or any portion of the LTISD Driveway Tract, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the LTISD Driveway Tract. Grantee acknowledges and agrees that prior to the execution of this Agreement, Grantee's Property did not have any access easement rights on or across the Second Access Tract or the Third Access Tract.

2.2 **Purpose of Grantee's Restated Access Easements.** To provide free and uninterrupted vehicular access between Grantee's Property and SH71W and from Grantee's Property to the mailbox kiosk to be installed at the approximate location shown on the attached **Exhibit E**. If a sidewalk is constructed adjacent to and along the LTISD Driveway, Grantee shall have free and uninterrupted pedestrian access and use of such sidewalk; provided, however, Grantee may only cross the LTISD Driveway at marked pedestrian crossings. Further, Grantee, his invitees,

employees, agents, contractors, tenants, occupants, customers, and guests hereby assume all risk when crossing or using the LTISD Driveway for vehicular, non-motorized vehicles, including bicycles, and pedestrian uses. The easements, rights and privileges granted and imposed hereby shall be for the use and mutual benefit of Grantor and Grantee, and their respective employees, agents, contractors, tenants, occupants, customers, invitees, licensees.

- 2.3 **Duration of Easement**. Subject to the terms of this Article 2, the duration of the Grantee's Restated Access Easements are perpetual.
- 2.4 **Exceptions to Title Warranty**. Subject to Section 1.2 above, the Grantee's Restated Access Easements granted in Article 2 and Article 3 are subject to all easements, rights of way, and prescriptive rights whether of public record or not as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances.
- 2.5 **Limitations of Easements Granted**. Nothing contained in this Agreement is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the LTISD Land or any portion thereof; or b) a dedication of any right or interest in the LTISD Land or any portion thereof to the public.
- 2.6 **Access Prior to Grantor Beginning Construction of the LTISD Private Driveway**. Prior to Grantor beginning the construction of the LTISD Driveway, Grantee shall have the right to use the Vacated Road for access between Grantee's Property and the public Reimers-Peacock Road.
- 2.7 **Access During Construction of the LTISD Driveway**. Grantor shall conduct its use of the LTISD Access Tract and the LTISD Driveway Tract in such a manner so as to not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with the use and enjoyment of Grantee's Restated Access Easement Rights; provided, however, during the construction of the LTISD Driveway, Grantor may close and remove portions of the Vacated Road after Grantor has caused the construction of one or more temporary roads and driveways on the LTISD Driveway Tract to provide access to and from Grantee's Property to SH 71 W ("**Temporary Roads**"). Upon the beginning of the construction of the LTISD Driveway, Grantee's Restated Access Easement Rights shall be located on and limited to the paved surface of the Vacated Road or to the surface of any Temporary Roads until the LTISD Driveway is completed. At the sole discretion of Grantor, the LTISD Driveway may be constructed in phases and the design of the LTISD Driveway shall be at the sole discretion of Grantor subject to Travis County approval of construction plans for the LTISD Driveway.
- 2.8 **Relocation and Reconfiguration of Grantee's Driveway Aprons**. Grantee's driveway aprons located on the LTISD Access Tract that connect to the Vacated Road are depicted in the attached **Exhibit D** ("**Grantee's Driveway Aprons**"). During the construction of the LTISD Driveway, Grantor shall have the right, at Grantor's sole discretion, to modify and

relocate Grantee's Driveway Aprons so that the modified Grantee's Driveway Aprons connect to the LTISD Driveway and to Grantee's driveway located on Grantee's Property. Grantor's relocation or reconfiguration of Grantee's Driveway Aprons shall not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with Grantee's 2025 Access Easement Rights. Upon completion of the LTISD Driveway, as documented by Travis County's approval of the construction of the LTISD Driveway, Grantee shall be obligated and solely responsible for maintaining, repairing, and replacing Grantee's Driveway Aprons and Grantor shall have no obligation to maintain, repair or replace said Driveway Aprons. Notwithstanding the preceding sentence, Grantor reserves the right to relocate and replace any or all of Grantee's Driveway Aprons upon at least 90 days' advance written notice to Grantee.

- 2.9 **Construction of New Driveway Apron.** Grantor shall cause the construction of a fifth (5th) Driveway Apron connecting Grantee's Property to the LTISD Private Driveway, as depicted in the attached **Exhibit D** ("**5th Driveway Apron**"). Upon completion of the 5th Driveway Apron, as documented by Travis County's approval of the construction of the LTISD Private Driveway, Grantee shall be obligated and responsible for maintaining, repairing, and replacing the 5th Driveway Apron and Grantor shall have no obligation to maintain, repair or replace the 5th Driveway Apron.
- 2.10 **Final Definition of Grantee's Restated Access Easements.** Upon LTISD notifying Grantee that Grantee that Travis County has approved the construction of the LTISD Driveway, Grantee's Restated Easements shall be limited to the paved surface of the LTISD Driveway and Grantee's Driveway Aprons located on the LTISD Driveway Tract, except as otherwise provided in this Agreement.
- 2.11 **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from the construction and use of LTISD Driveway, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors. The obligations of the Grantee under this provision will survive the termination of this Agreement.
- 2.12 **Reservation of Rights.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the LTISD Driveway Tract for all purposes that do not interfere with or interrupt the use or enjoyment of Grantee's Restated Access Easement Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee and the right to convey to others the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee. Grantor reserves for Grantor and Grantor's successors and assigns the right to grant

easements across, over, and under the LTISD Driveway Tract for the installation, operation, maintenance, and replacement of overhead and underground utility lines, including water, wastewater, and stormwater provided such grants do not interfere in any material way with Grantee's New Access Easement Rights.

2.13 **Dedication of LTISD Driveway as Public Road.** Grantee acknowledges that Grantor may dedicate all or segments of the LTISD Driveway to Travis County or other governmental entity (collectively, "**Governmental Entity**"). Grantor shall provide Grantee written notice of Grantor's intent to dedicate all or a portion of the LTISD Driveway to a Governmental Entity (**Notice of Dedication**). Grantee acknowledges and agrees that a Governmental Entity may require the termination of Grantee's Reimers Access Easement Rights prior to the acceptance of the LTISD Driveway and associated right of way as a public road. The term "public road" means a road that is owned, operated and maintained by Governmental Entity whose normal governmental function includes the operation of roads open to the public. In no event will LTISD's ownership of the LTISD Driveway be construed to make the LTISD Driveway a "public road." At the sole discretion of Grantor, the LTISD Driveway may be operated as either a private driveway or public road.

2.14 **Termination of Grantee's Restated Access Easement Rights.** After Grantor has sent a Notice of Dedication to Grantee, Grantor, its successors and assigns shall have the right to unilaterally terminate Grantee's Restated Access Easement Rights if the following conditions are met: (i) Grantor has completed the construction of the LTISD Driveway, and (ii) Grantor intends to dedicate or convey all of the LTISD Driveway or a portion of the LTISD Driveway located between Grantee's Property and SH 71W to a Governmental Entity as a public road. If a Governmental Entity has agreed to accept all or a portion of the LTISD Driveway as a public road, then Grantor may unilaterally terminate Grantee's Restated Access Easement Rights by recording in the Official Public Records of Travis County, Texas a *Notice of Termination of Access Easement Rights*. The *Notice of Termination of Access Easement Rights* shall state (i) the LTISD Driveway or the applicable portion of the LTISD Driveway has been constructed, (ii) Grantor, its successors and assigns intend to dedicate to a Governmental Entity the LTISD Driveway and right-of-way for the LTISD Driveway for ownership and operation, (iii) a Governmental Entity has verified to Grantor that the LTISD Driveway will be accepted for ownership and operation as a public road upon release of Grantee's Restated Access Easement Rights encumbering the LTISD Driveway, (iv) the Grantee's Restated Access Easement Rights are terminated with respect to Grantee's Property, (v) upon termination of the Grantee's Restated Access Easement Rights, Grantee's Property will have an ongoing license to access and use the LTISD Driveway for pedestrian and vehicular ingress and egress until the Governmental Entity accepts the LTISD Driveway and associated right-of-way for ownership and operation, and (vi) upon the Governmental Entity accepting the LTISD Driveway as a public road, the above described ingress and egress license shall automatically

terminate and will be of no further force and effect. Grantor, its successors and assigns may record in the Official Public Records of Travis County an affidavit or notice that the LTISD Driveway and associated right of way have been accepted by a Governmental Entity as a public road.

ARTICLE 3

GRANTEE'S RIGHT TO CONSTRUCT A NEW DRIVEWAY

- 3.1 **Grantee Right to Construct Driveway Apron Connecting to the LTISD Driveway.** After the LTISD Driveway is completed and made available to Grantee and Grantee's Property for access use Grantee shall have the right to construct a new driveway connecting Grantee's Property to the LTISD Private Driveway ("**New Driveway Apron**"). Grantee must provide Grantor at least thirty (30) days' advance written notice of Grantee's intent to apply to Travis County for a development permit to construct a New Driveway Apron ("**Notice of Intent**"). The Notice of Intent must include a dimensional drawing showing the location of the proposed New Driveway Apron and a survey plat sealed by a licensed surveyor describing the portion of Grantee's Property to be served by the proposed New Driveway Apron. If the LTISD Driveway is not dedicated or conveyed to be a public road, Grantor will not unreasonably deny or restrict Grantee's right to access the LTISD Driveway at a new location, except as necessary to meet applicable road design safety standards. If Grantor does not provide Grantee a written response to the Notice of Intent within twenty (20) Business Days, the proposed location of the New Driveway Apron will be deemed approved by Grantor. Prior to constructing a New Driveway Apron, Grantee must obtain all Travis County permits required to construct the New Driveway Apron and provide Grantor a copy of the approved Travis County permit(s) at least ten (10) Business Days prior to beginning construction of the New Driveway Apron. Grantee acknowledges and agrees that the LTISD Driveway must be designed and constructed to Travis County standards for a public road and that Grantee's proposed New Driveway Apron must comply with Travis County requirements applicable to driveway aprons constructed within public rights of way. If the LTISD Driveway becomes a public road, the Governmental Entity responsible for operating the LTISD Driveway will have sole authority to determine where New Driveway Aprons may be constructed.
- 3.2 **Temporary Construction License.** Upon Grantee providing Grantor a complete copy of the Travis County permit to construct a New Driveway Apron to Grantee's Property, Grantee shall have a non-exclusive temporary construction license in, upon, over and across the portion of the LTISD Access Tract that is adjacent to Grantee's Property and between Grantee's Property and the closest edge of LTISD Driveway pavement. Unless otherwise approved by Grantor, the Temporary Construction License shall be no wider than a total of forty feet (40') from the edges the proposed New Driveway Apron ("**License Tract**"). The limits of construction shown on the County approved plans for the construction of the New Driveway Apron shall not extend

beyond the limits of the License Tract unless Grantor and Grantee duly execute a written instrument that describes the approved increase in the size or reconfiguration of the License Tract. The Temporary Construction License shall expire upon the earlier of (i) Travis County and Grantor approval of the constructed the New Driveway Apron and restoration of disturbed portions of the License Tract; or (ii) one hundred twenty (120) days after the day construction begins on the New Driveway Apron. If construction of the New Driveway Apron ceases for thirty (30) consecutive days, Grantor may, after the 30th day of no construction activity, send a written notice to Grantee demanding that (i) Grantee complete construction of the New Driveway Apron and restore all disturbed areas in accordance with the approved development permit within ten (10) Business Days after receipt of said notice; or (ii) Grantee notify Grantor whether Grantee has abandoned the construction of the New Driveway Apron and begin restoration and stabilization of all disturbed areas in accordance with the approved development permit within ten (10) Business Days after receipt of said notice. The obligations of the Grantee to restore and stabilize disturbed areas under this provision will survive the termination of this Agreement.

- 3.3 **Restoration of License Tract and Repair of Damages.** If Grantee fails or refuses to properly restore disturbed areas on the License Tract and the LTISD Driveway or to repair damage to the LTISD Driveway within thirty (30) days after receipt of Grantor's written notice of Grantee's failure to comply with this Article 3, then Grantor may send Grantor a notice that Grantor intends to restore and stabilize the disturbed areas and repair damages caused by Grantee's actions and the actions of Grantee's contractors ("**Notice of Intent to Repair**"). If Grantee fails to properly restore and stabilize disturbed areas and repair damages within thirty (30) days after Grantor sends Grantee a Notice of Repair, then Grantor shall have the right but not the obligation to pursue any remedy described in Section 4.3 below and to restore disturbed areas in the License Tract and LTISD Access Tract and repair damages to the LTISD Driveway and related infrastructure.
- 3.4 **Compliance with Laws.** During the construction, maintenance, repair, and use of Grantee's New Driveway Apron, Grantee shall comply with all applicable laws, codes, ordinances, construction plans approved by Travis County, the LCRA, and other applicable governmental regulations.
- 3.5 **Insurance Coverage.** All contractors engaged by Grantee to construct the New Driveway Apron ("**Contractors**") must obtain a general liability insurance policy with the following limits: \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage and \$5 million umbrella liability policy before entering the License Tract. At least ten (10) Business Days before construction activities begin on the License Tract, the Grantee must provide to Grantor certificates of insurance documenting at least the minimum coverage amounts required by this Agreement. All certificates of insurance must include Grantor as an additional insured. The insurance coverage must be effective before the Contractors enter the License Tract and remain

in effect until the appropriate Governmental Entity approves the construction of the New Driveway Apron and the restoration of the License Tract.

- 3.6 **Indemnity**. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from the construction and use of the New Driveway Apron, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors.
- 3.7 **New Driveway Apron Access Easement**. Grantee shall provide Grantor an "as-built" survey of the New Driveway Apron. Upon Travis County or a Governmental Entity approving the construction of the New Driveway Apron and restoration of disturbed areas, and upon Grantor approving the construction of the New Driveway Apron and restoration of disturbed areas within the License Tract, the vehicular access easement rights granted to Grantee pursuant to this Article 3 shall be limited to the footprint of the New Driveway Apron, as shown on the "as-built" survey approved by (**New Driveway Apron Easement**). Notwithstanding the preceding sentences of this Section, Grantor may condition Grantor's approval of the New Driveway Apron upon Grantee providing reasonable financial assurances that Grantee will cause the removal of all liens from the LTISD Land relating to the construction of the New Driveway Apron. Upon completion of a New Driveway Apron, as defined in this Section, Grantee shall be obligated and responsible for maintaining, repairing, and replacing the New Driveway Apron and Grantor shall have no obligation to maintain, repair or replace said Driveway Aprons.
- 3.8 **Obligations Survive Termination of Agreement**. The obligations of the Grantee under this Article 3 will survive the termination of this Agreement.

ARTICLE 4

DEFAULT, ENFORCEMENT

- 4.1 **Breach**. It is expressly agreed that no breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Parties may have by reason of any breach of this Agreement.
- 4.2 **Notice of Breach**. If a Party breaches or otherwise fails to comply with the terms and covenants set forth herein, and such breach or failure continues for ten (10) Business Days after the non-breaching Party delivers written notice to the other Party of such breach or failure, the non-breaching Party shall have the right, but not the obligation, to take such actions as are necessary to remedy or cure the applicable breach or failure. All costs and expenses incurred in exercising the rights set forth in this Section 4.2 shall be promptly reimbursed within thirty (30) calendar

days after written demand.

4.3 **Rights of Enforcement.**

- a. The Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- b. If the breaching Party fails to cure the breach in accordance with Section 4.2 above and the non-breaching Party cures the breach, then the breaching Party shall reimburse the non-breaching Party within thirty (30) days after receipt of the non-breaching Party's demand for payment of the costs to cure the breach, together with reasonable documentation supporting the expenditures made by non-breaching Party ("**Reimbursement Payment**"). If the breaching Party does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs.
- c. If the Grantor restores disturbed areas and repairs damage, then Grantee shall be liable for all costs and expenses reasonably incurred by Grantor in performing such repairs or restoration ("**Repair Costs**"), and Grantee shall reimburse Grantor the Repair Costs within thirty (30) days after receipt of Grantor's demand for payment of the Repair Costs, together with reasonable documentation supporting the expenditures made by Grantor. If Grantee does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs. The obligations of Grantee under this provision will survive the termination of this Agreement.

4.4 **Attorney's Fees.** If either Party retains an attorney to enforce this Agreement, the party prevailing in any resulting litigation shall be entitled to recover reasonable attorney's fees and court costs and other costs.

4.5 **Waiver.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by

such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitations period has run.

- 4.6 **Legal Construction**. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter includes the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 4.7 **Choice of Law and Venue**. This Agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.
- 4.8 **Notices**. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by electronic mail and shall be deemed to be delivered (i) upon the second attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic mail.
- 4.9 **Obligations Survive Termination of Agreement**. The obligations of the Grantee under this Article 4 will survive the termination of this Agreement.

ARTICLE 5

GENERAL PROVISIONS

- 5.1 **Effective Date; Recordation**. The effective date of this Agreement will be date upon which both Parties have duly executed this Agreement. Grantor's selected title company will be responsible for recording this Agreement in the Official Public Records of Travis County, Texas.
- 5.2 **No Third-Party Beneficiary**. The provisions of this Agreement are for the benefit of the Parties and their respective successor or assignee and are not for the benefit of any third-party. Accordingly, no third-party shall have the right to enforce the provisions of this Agreement.
- 2.10 **Severability, Equivalent Substitute Obligation**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a final judgment entered by a court of competent jurisdiction under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the

intention of the Parties that in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable that will most nearly preserve each Party's overall contractual benefit under this Agreement. If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, or subsequent conditions that would legally excuse performance under this Agreement, the Parties agree to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

- 5.3 **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respective successors and assigns. This Agreement and the rights, benefits and burdens of this Agreement shall be deemed and held to be covenants appurtenant to and running with title to the fee simple estate of Grantee's Property and the LTISD Driveway Tract.
- 5.4 **Modification.** Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by a duly authorized representative of each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.
- 5.5 **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.
- 5.6 **Business Day.** means any day that the administrative offices of the Lake Travis Independent School District are open. During the summer months between school years, the administrative offices are open Monday through Thursday.
- 5.7 **Counter Parts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(Remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Access Easement Agreement on the date indicated below.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: Lauren White

Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2025, by Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

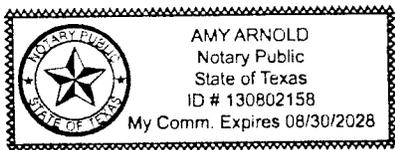
GRANTEE:

William C. Morgan
William C. Morgan, a single man

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

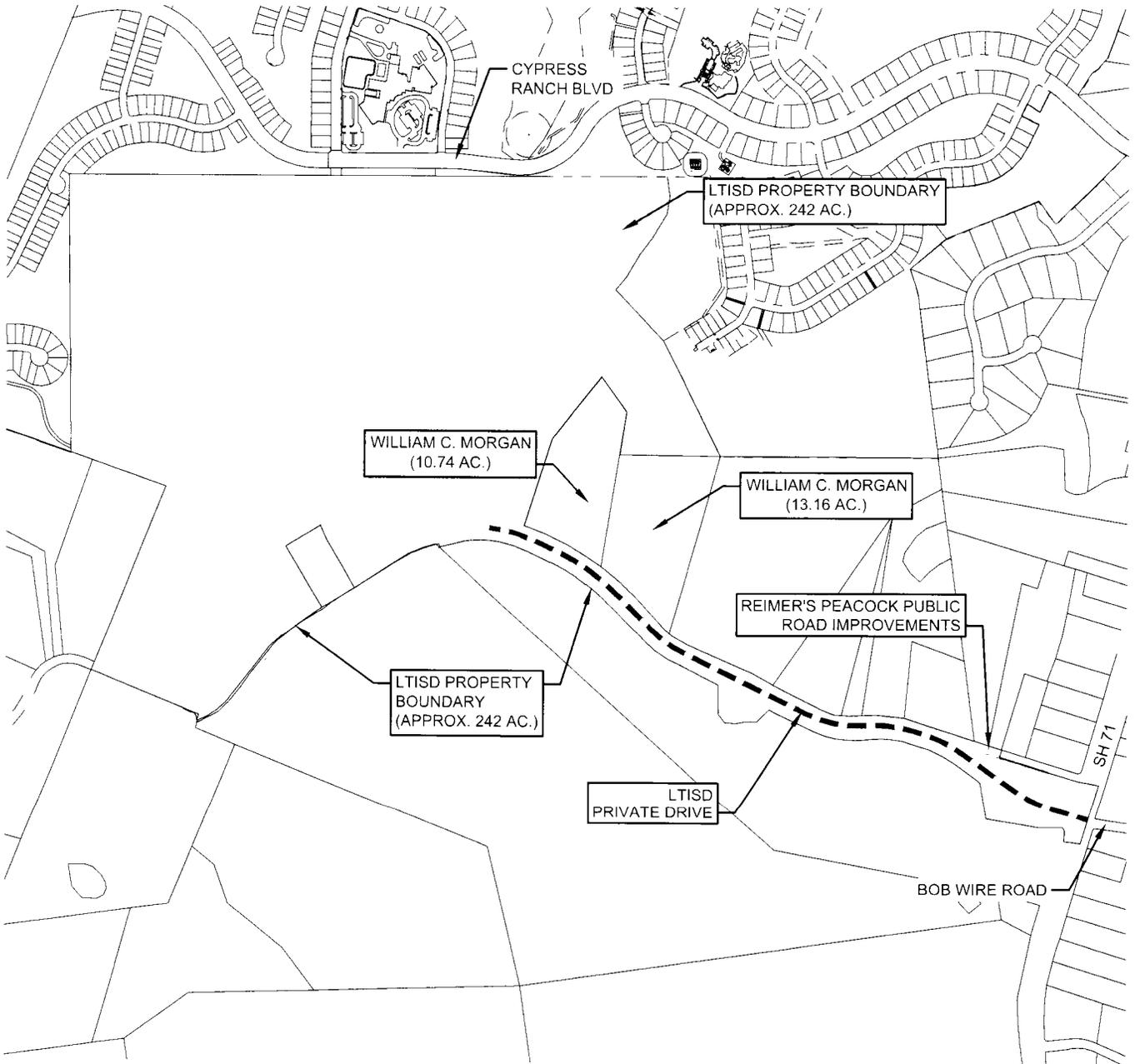
This instrument was acknowledged before me on this the 27th day of July, 2025, by William C. Morgan.

Amy Arnold
Notary Public, State of Texas





0 1000'
SCALE: 1" = 1000'



LTISD 242-ACRE PROPERTY
EXHIBIT "A"

MALONE★WHEELER
INC., 1995

CIVIL ENGINEERING ★ DEVELOPMENT ★ CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

EXHIBIT "B"

ACCESS EASEMENT AGREEMENTS

- Vol. 11928, Pg. 2366, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers (JHR)
Grantee: JHR as Trustees of the Madison Marie Jones Trust (access easement to 19.70 acre tract)
- Vol. 11928, Pg. 2372, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the Spencer Chase Jones Trust (access easement to 18.331 acre tract)
- Vol. 11928, Pg. 2378, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the John Craig Hert Trust (access easement to 51.38 acre tract)
- Vol. 11928, Pg. 2384, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Cacie Lenora Collier (access easement to 58.09 acre tract)
- Vol. 11928, Pg. 2390, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Maelita Collier Jones (access easement to 13.04 and 37.00 acre tract)
- Vol. 11928, Pg. 2397, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Chad Matthew Gilley (access easement to 13.00 and 37.00 acre tract)
- Vol. 11955, Pg. 119, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: L.V. Collier and Ethel Collier (access easement to 4.75 acre tract)
- Vol. 13288, Pg. 227, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and wife, Lenora Reimers
Grantee: Katherine Louise Mershon (access easement to 13.17 acre tract)
- Doc. #1999109310, Official Public Records of Travis County, Texas:
Grantor: Cacie Lenora Collier, aka Cacie L. Mershon and Thomas J. Mershon
Grantee: Lenora Reimers (warranty deed to 19.56 acres and 60' access easement)
- Doc. #2000053049, Official Public Records of Travis County, Texas:
Grantor: Lenora Reimers (aka Frankie Lenora Reimers) individually and as Independent Executor of the estate of John Reimers (aka John Henry Reimers) deceased and Lester V. Collier as Trustee of the Testamentary Trusts created under the last will and testament of John Reimers
Grantee: Hogge Canyon Springs, LTD (2 access easements)

Doc #2003103740, Official Public Records of Travis County, Texas:

Grantor: Lenora Reimers

Grantee; Kendall L. Collier and Cynthia D. Collier

Doc. #2005095634, Official Public Records of Travis County, Texas:

Grantor: Frankie Lenora Reimers and Lenora Reimers as Independent Executor of the estate of John Reimers (aka John Henry Reimers)

Extension of Easements granted in the following documents:

Volume 11928, Page 2366, Volume 11928, Page 2372, and Volume 11928, Page 2378, of the Real Property Records of Travis County, Texas.

DESCRIPTION OF A 10.89 ACRE TRACT PREPARED FOR EASEMENT PURPOSES ONLY, BY DELTA SURVEY GROUP, INC., IN JUNE 2017 AND LOCATED IN THE ADAMS, BEATY AND MOULTON SURVEY NUMBER 37; ABSTRACT-43 AND THE JOUSHUA B. SHARPLESS SURVEY NUMBER 35; ABSTRACT-2124, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 343.80 ACRES TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2002152377, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 19.33 ACRE TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2007157110, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 10.89 ACRE TRACT AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail in fencepost found for the east corner of a called 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas, same being the south corner of Lot 11, Travis Settlement Business Park a subdivision of record in Document Number 200200093, Official Public Records, Travis County, Texas, and being the northwest terminus of Reimers Peacock Road right-of-way (ROW) (ROW 40') and also being a northwest corner of said remainder of 343.80 acres tract for the **POINT OF BEGINNING**

THENCE with a northeast line of said remainder of 343.80 acres tract, same being the southwest terminus of said Reimers Peacock road, S61°20'53"E a distance of 57.16 feet to a 1" iron pipe found for the west corner of a called 4.010 acre tract conveyed to Jack and Betty Holt and described in Volume 12599, Page 900, Deed Records, Travis County, Texas, and also being the southwest terminus of said Reimers Peacock Road;

THENCE continuing with a northeast line of said remainder of 343.80 acres tract, same being the southeast line of said 4.010 acre tract, S62°14'37"E a distance of 76.42 feet to a ½ inch iron rod with "Delta Survey" cap set;

THENCE leaving said common line and crossing said remainder of 343.80 acres tract the following twelve (12) courses and distances:

1. S53°49'19"W a distance of 458.42 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. with the arc of a curve to the left a distance of 234.87 feet, through a central angle of 21°21'39", having a radius of 630.00 feet, and whose chord bears S43°08'30"W, a distance of 233.52 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. S32°27'40"W a distance of 106.94 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. with the arc of a curve to the right a distance of 321.46 feet, through a central angle of 29°42'26", having a radius of 620.00 feet, and whose chord bears

- S47°18'53"W , a distance of 317.87 feet to a ½ inch iron rod with "Delta Survey" cap set,
5. S62°10'06"W a distance of 1009.56 feet to a ½ inch iron rod with "Delta Survey" cap set,
 6. with the arc of a curve to the right a distance of 206.20 feet, through a central angle of 19°03'21", having a radius of 620.00 feet, and whose chord bears S71°41'47"W , a distance of 205.25 feet to a ½ inch iron rod with "Delta Survey" cap set,
 7. S81°13'27"W a distance of 355.82 feet to a ½ inch iron rod with "Delta Survey" cap set,
 8. with the arc of a curve to the left a distance of 490.35 feet, through a central angle of 20°21'31", having a radius of 1380.00 feet, and whose chord bears S71°02'42"W , a distance of 487.77 feet to a ½ inch iron rod with "Delta Survey" cap set,
 9. S60°51'56"W a distance of 198.48 feet to a ½ inch iron rod with "Delta Survey" cap set,
 10. with the arc of a curve to the left a distance of 464.77 feet, through a central angle of 38°02'31", having a radius of 700.00 feet, and whose chord bears S41°50'41"W , a distance of 456.28 feet to a ½ inch iron rod with "Delta Survey" cap set,
 11. S22°49'25"W a distance of 76.48 feet to a ½ inch iron rod with "Delta Survey" cap set, and
 12. S19°47'44"W at a distance of 54.38 feet passing a south corner of said remainder of 343.8 acres tract, same being a northwest corner of a called 86.823 acre tract (Tract 10) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas in all a total distance of 134.94 feet to a 60D nail found in the called centerline of a sixty foot (60') ingress-egress easement (Reimers Road) described in Volume 12522, Page 1612, Deed Records, Travis County, Texas;

THENCE continuing with said centerline, same being west lines of said 86.823 acres tract and a called 48.438 acre tract (Tract 9) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas, same being east lines of said remainder of 343.80 acres tract and said 19.33 acre tract the following two (2) courses and distances:

1. S14°11'12"W a distance of 121.05 feet to a 60D nail found, and
2. S04°55'07"W a distance of 341.51 feet to a cotton spindle found for the south corner of said 19.33 acre tract, same being in a west line of said 48.438 acre tract, and also being the northeast corner of a remainder of a called 45.010 acre tract conveyed to John Craig Hert and described in Document Number 2000096670, Official Public Records, Travis County, Texas;

THENCE with the south line of said 19.33 acre tract, same being a north line of said remainder of 45.010 acres tract, N84°53'19"W a distance of 30.00 feet to a calculated point;

THENCE leaving said common line and crossing said 19.33 acre tract and said remainder of 343.80 acres tract the following six (6) courses and distances:

1. N04°55'07"E a distance of 343.84 feet to a calculated point,
2. N14°11'12"E a distance of 124.95 feet to a calculated point,
3. N19°47'44"E a distance of 137.20 feet to a calculated point,
4. N22°49'25"E a distance of 77.27 feet to a calculated point,
5. N26°10'15"E a distance of 85.25 feet to a calculated point, and
6. N29°31'06"E a distance of 377.98 feet to a ½ inch iron rod with "RDS" cap found for an east corner of a called 10.744 acre tract conveyed to Kendall and Cynthia Collier and described in Document Number 2003103740, Official Public Records, Travis County, Texas;

THENCE with a north line of said remainder of 343.80 acres tract, same being south lines of said 10.744 acre tract, and of a called 13.17 acre tract conveyed to Katherine Louise Mershon, described in Volume 13288, Page 277, Real Property Records, Travis County, Texas; and a called 19.56 acre tract conveyed to Lenora Reimers and described in Document Number 1999109310, Official Public Records, Travis County, Texas; and of a called 15.85 acre tract conveyed to Lenora Reimers and described in Document Number 2003298808, Official Public Records, Travis County, Texas; and a remainder of a called 38.632 acre tract conveyed to David L. Christopher and described in Document Number 2006115057, Official Public Records, Travis County, Texas; and a called 2.110, 12.96 and said 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas the following nineteen (19) courses and distances:

1. N57°15'04"E a distance of 141.01 feet to a ½ inch iron rod with "RDS" cap found,
2. N62°04'10"E a distance of 171.84 feet to a ½ inch iron rod with "RDS" cap found,
3. N66°50'41"E a distance of 137.11 feet to a ½ inch iron rod with "RDS" cap found,
4. N69°00'11"E a distance of 124.96 feet to a ½ inch iron rod with "RDS" cap found,
5. N74°40'28"E a distance of 159.74 feet to a ½ inch iron rod with "RDS" cap found,
6. N79°26'30"E a distance of 156.05 feet to a ½ inch iron rod with "RDS" cap found,
7. N84°08'18"E a distance of 263.34 feet to a ½ inch iron rod with "RDS" cap found,
8. N76°59'37"E a distance of 50.76 feet to a ½ inch iron rod found,
9. N77°03'29"E a distance of 25.68 feet to a ½ inch iron rod with "RDS" cap found,
10. N65°33'41"E a distance of 115.07 feet to a ½ inch iron rod with "RDS" cap found,
11. N59°52'31"E a distance of 460.03 feet to a ½ inch iron rod with "RDS" cap found,
12. N64°11'26"E a distance of 99.19 feet to a ½ inch iron rod found,
13. N64°33'58"E a distance of 192.03 feet to a ½ inch iron rod with "RDS" cap found,
14. N62°37'26"E a distance of 252.84 feet to a ½ inch iron rod with "RDS" cap found,
15. N56°13'47"E a distance of 70.34 feet to a ½ inch iron rod with "RDS" cap found,
16. N39°52'31"E a distance of 92.66 feet to a ½ inch iron rod with "RDS" cap found,
17. N33°57'16"E a distance of 182.27 feet to a ½ inch iron rod with "RDS" cap found,
18. N42°34'34"E a distance of 191.69 feet to a ½ inch iron rod with "Delta Survey" cap set and

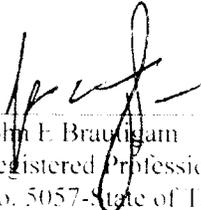
10.89 Acres
Access Easement
LTISD Reimers

Page 4 of 6

19. N53°48'59"E a distance of 481.78 feet to the POINT OF BEGINNING and containing 10.89 acres of land, more or less.

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

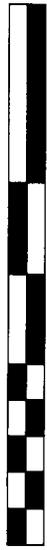
Date: 06-20-2017


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



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
FBPLS Firm No. 10004700

0' 500' 1000' 1500'

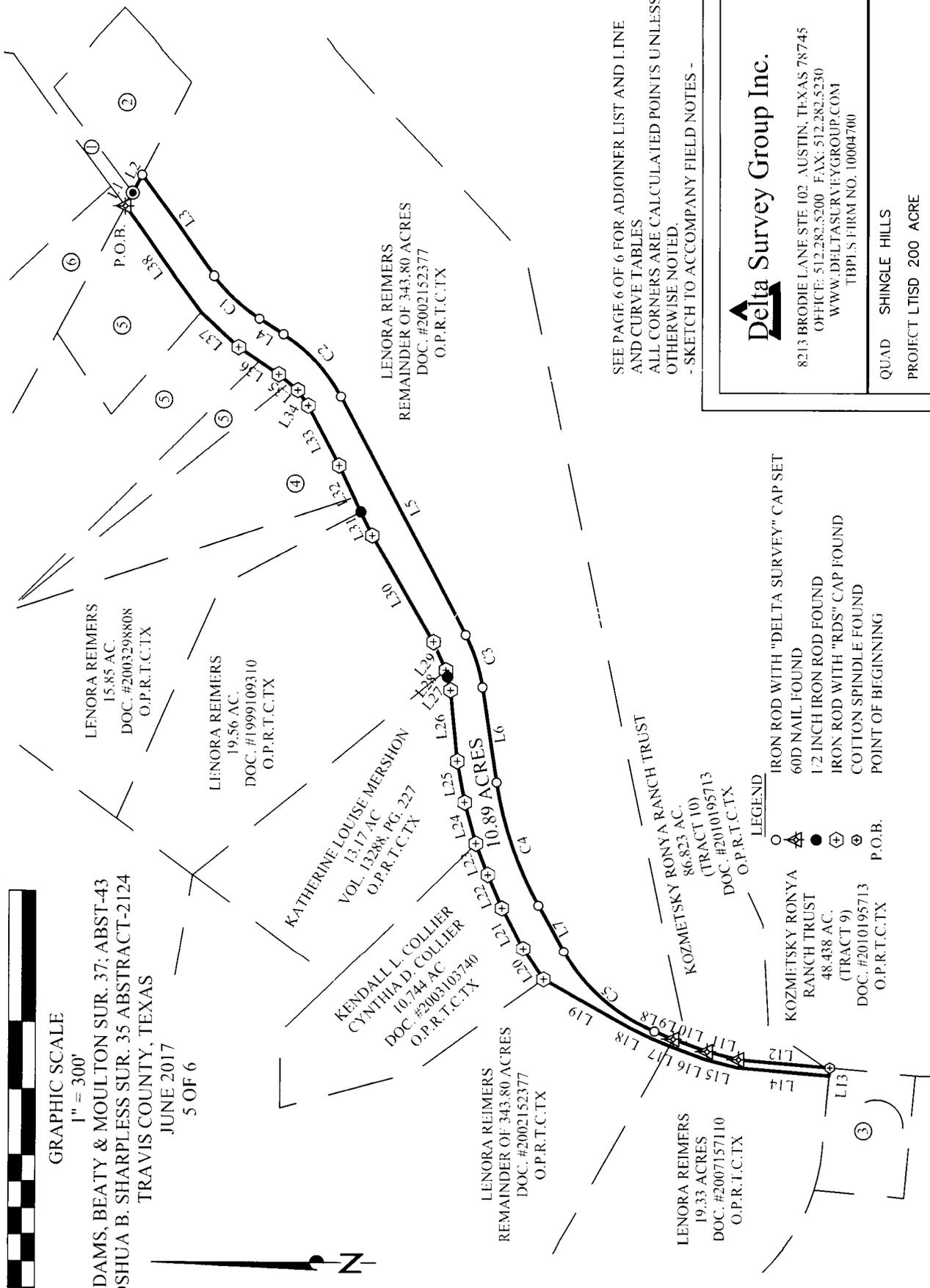


GRAPHIC SCALE

1" = 300'

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
TRAVIS COUNTY, TEXAS

JUNE 2017
5 OF 6



LENORA REIMERS
15.85 AC.
DOC. #2003298808
O.P.R.T.C.TX

LENORA REIMERS
19.56 AC.
DOC. #1999109310
O.P.R.T.C.TX

KATHERINE LOUISE MERSHON
VOL. 13288, PG. 227
O.P.R.T.C.TX

KENDALL L. COLLIER
CYNTHIA D. COLLIER
10.744 AC
DOC. #2003105740
O.P.R.T.C.TX

LENORA REIMERS
REMAINDER OF 343.80 ACRES
DOC. #2002152377
O.P.R.T.C.TX

LENORA REIMERS
19.33 ACRES
DOC. #2007157110
O.P.R.T.C.TX

KOZMETSKY RONYA RANCH TRUST
86.823 AC.
(TRACT 10)
DOC. #2010195713
O.P.R.T.C.TX

KOZMETSKY RONYA RANCH TRUST
48.438 AC.
(TRACT 9)
DOC. #2010195713
O.P.R.T.C.TX

LENORA REIMERS
REMAINDER OF 343.80 ACRES
DOC. #2002152377
O.P.R.T.C.TX



8213 BRODIE LANE, STE. 102, AUSTIN, TEXAS 78745
OFFICE: 512.282.5200 FAX: 512.282.5230
WWW.DELTASURVEYGROUP.COM
TBPL'S FIRM NO. 10004700

QUAD SHINGLE HILLS
PROJECT LTISD 200 ACRE
DWG. 10.89 ACCESS EASEMENT

SEE PAGE 6 OF 6 FOR ADJOINER LIST AND LINE
AND CURVE TABLES
ALL CORNERS ARE CALCULATED POINTS UNLESS
OTHERWISE NOTED
- SKETCH TO ACCOMPANY FIELD NOTES -

- LEGEND
- IRON ROD WITH "DELTA SURVEY" CAP SET
 - ▲ 60D NAIL FOUND
 - 1/2 INCH IRON ROD FOUND
 - ⊕ IRON ROD WITH "RDS" CAP FOUND
 - ⊗ COTTON SPINDLE FOUND
 - POINT OF BEGINNING
 - P.O.B.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, CORS

© DELTA SURVEY GROUP, INC.

ADJOINER LIST:

- 1 - REIMERS PEACOCK ROAD (60' ROW)
- 2 - JACK H. HOLT AND BETTY L. HOLT, 4.010 ACRES, VOLUME 12599, PAGE 900 DEED RECORDS, TRAVIS COUNTY, TEXAS
- 3 - JOHN CRAIG HERT, REMAINDER OF 45.010 ACRES DOCUMENT NUMBER 2000096670, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 4 - DAVID L. CHRISTOPHER, REMAINDER OF 38.632 ACRES, DOCUMENT NUMBER 2006115057, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 5 - CACIE LENORA COLLIER GAUVIN, 2.110, 12.96 AND 4.74 ACRES, DOCUMENT NUMBER 2014110019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 6 - LOT 11, TRAVIS SETTLEMENT BUSINESS PARK, DOCUMENT NUMBER 200200093, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S61°20'53"E	57.16'
L2	S62°14'37"E	76.42'
L3	S53°49'19"W	458.42'
L4	S32°27'40"W	106.94'
L5	S62°10'06"W	1009.56'
L6	S81°13'27"W	355.82'
L7	S60°51'56"W	198.48'
L8	N22°49'25"E	0.00'
L9	S22°49'25"W	76.48'
L10	S19°47'44"W	134.94'
L11	S14°11'12"W	121.05'
L12	S04°55'07"W	341.51'
L13	N84°53'19"W	30.00'
L14	N04°55'07"E	343.84'
L15	N14°11'12"E	124.95'
L16	N19°47'44"E	137.20'
L17	N22°49'25"E	77.27'
L18	N26°10'15"E	85.25'
L19	N29°31'06"E	377.98'
L20	N57°15'04"E	141.01'
L21	N62°04'10"E	171.84'
L22	N66°50'41"E	137.11'
L23	N69°00'11"E	124.96'
L24	N74°40'28"E	159.74'
L25	N79°26'30"E	156.05'
L26	N84°08'18"E	263.34'
L27	N76°59'37"E	50.76'
L28	N77°03'29"E	25.68'
L29	N65°33'41"E	115.07'
L30	N59°52'31"E	460.03'
L31	N64°11'26"E	99.19'
L32	N64°33'58"E	192.03'
L33	N62°37'26"E	252.84'
L34	N56°13'47"E	70.34'
L35	N39°52'31"E	92.66'
L36	N33°57'16"E	182.27'
L37	N42°34'34"E	191.69'
L38	N53°48'59"E	481.78'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	630.00'	234.87'	233.52'	S43°08'30"W	21°21'39"
C2	620.00'	321.46'	317.87'	S47°18'53"W	29°42'26"
C3	620.00'	206.20'	205.25'	S71°41'47"W	19°03'21"
C4	1380.00'	490.35'	487.77'	S71°02'42"W	20°21'31"
C5	700.00'	464.77'	456.28'	S41°50'41"W	38°02'31"

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
 JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
 TRAVIS COUNTY, TEXAS
 JUNE 2017
 6 OF 6



Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVFGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD 200 ACRE
 DWG. 10.89 ACCESS EASEMENT



WILLIAM C. MORGAN
(10.744 AC.)

WILLIAM C. MORGAN
(13.17 AC.)

PROPOSED
DRIVEWAY #6
RECONNECTION

PROPOSED
DRIVEWAY #7
RECONNECTION

PROPOSED
DRIVEWAY #8
RECONNECTION

PROPOSED
DRIVEWAY #9
RECONNECTION

PROPOSED
DRIVEWAY #10
RECONNECTION

LAKE TRAVIS
INDEPENDENT
SCHOOL DISTRICT
PROPERTY BOUNDARY

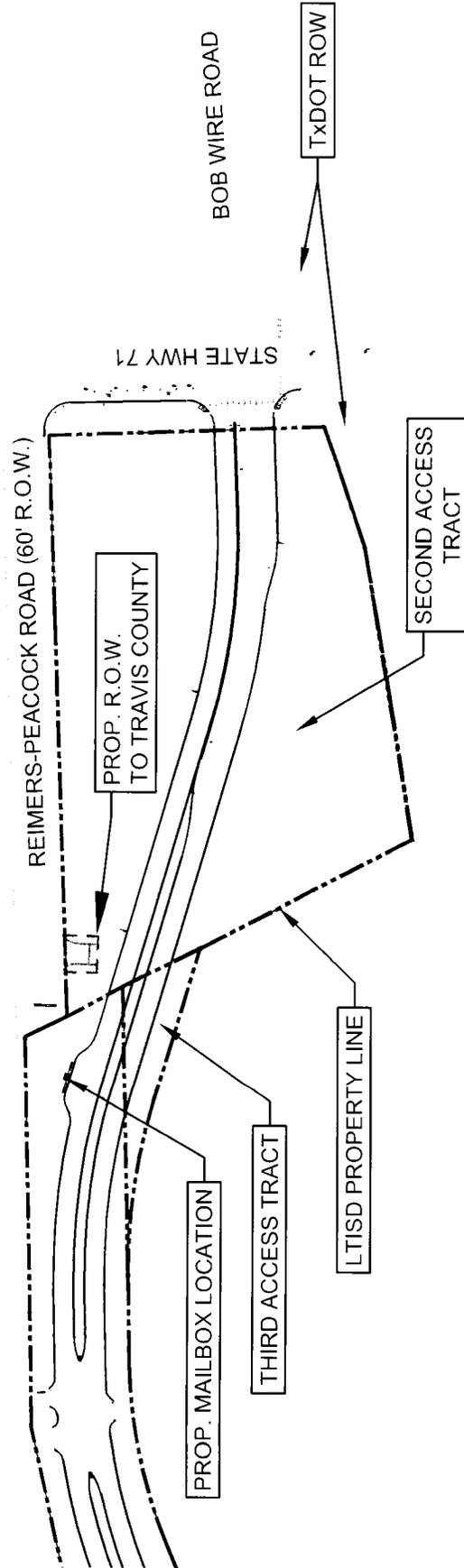
PROP. LTISD PRIVATE DRIVE

EXHIBIT "D"
WILLIAM C. MORGAN
DRIVEWAY ACCESS TO LTISD
PRIVATE DRIVEWAY



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
5113 Southwest Pkwy., Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

NOTE: FINAL LIMITS OF PROPOSED
ACCESS EASEMENT ARE SUBJECT TO
TRAVIS COUNTY APPROVAL



LEGEND

- PROPERTY BOUNDARY
- [---] PROP. ROW TO TRAVIS COUNTY

EXHIBIT "E"



LTISD EDUCATIONAL FACILITIES - PHASE 1
PROPOSED ACCESS EASEMENT EXHIBIT
PRIVATE DRIVE



CIVIL ENGINEERS • SITE DEVELOPMENT CONSULTERS • PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601
Firm Registration No. E-736

HIGHWAY 71

REIMER'S PEACOCK RD

CALLLED 1.70 ACRES
CACIE LENORA COLLIER
DOC. NO. 2014110019TR
O.P.R.T.C.T.

CALLLED 4.74 ACRES
CACIE LENORA COLLIER
DOC. NO. 2014110019TR
O.P.R.T.C.T.

TRACT 2
4.0213 ACRES
LAKE TRAVIS
INDEPENDENT SCHOOL
DISTRICT
DOC. NO. 2022191103
R.P.R.T.C.T.

CALLLED 12.96 ACRES
CACIE LENORA COLLIER
DOC. NO. 2014110019TR
O.P.R.T.C.T.

CALLLED 2.110 ACRES
CACIE LENORA
COLLIER
NO. 2014110019TR
O.P.R.T.C.T.

CALLLED 19.520 ACRES
TL 99 LLC
DOC. NO. 2022103400
O.P.R.T.C.T.

(7.75 AC.)
DAVID JACKSON
INST. #
2020219534
O.P.R.T.C.T.

CALLLED 13.161 ACRES
WILLIAM C. MORGAN
DOC. NO. 2022038272
O.P.R.T.C.T.

TRACT 3
0.2865 ACRE
LAKE TRAVIS
INDEPENDENT SCHOOL
DISTRICT
DOC. NO. 2024009615
O.P.R.T.C.T.

TRACT 1
10.89 AC.
LAKE TRAVIS
ISD
DOC. NO.
2017111944
O.P.R.T.C.T.

CALLLED 15.000 ACRES
9999 WYATT, LLC
DOC. NO. 2024063219
O.P.R.T.C.T.

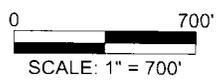
LAKE TRAVIS
ISD
DOC. NO.
2017111944
O.P.R.T.C.T.

CALLLED 10.744 ACRES
WILLIAM C. MORGAN
DOC. NO. 2022122365
O.P.R.T.C.T.

REMAINDER OF A
CALLLED 64.105 ACRES
TL 99 LLC
DOC. NO. 2022103400
O.P.R.T.C.T.

CALLLED 135.612
ACRES
TRAVIS COUNTY
DOC. NO. 2024055859
O.P.R.T.C.T.

CALLLED 37.007 ACRES
TRAVIS COUNTY
DOC. NO. 2024055859
O.P.R.T.C.T.



ACCESS TRACTS EXHIBIT "F"

MALONE WHEELER
INC. P.C.

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of an Access Easement Agreement for Property Located at 5402 Reimers Road, Spicewood, Texas 78669

RECOMMENDED ACTION

Administration recommends approval of an access easement for the property located at 5402 Reimers Road, Spicewood, Texas 78669 for the Reimer's Road private drive project and authorize execution of the easement by the Board President.

RATIONALE

As a part of the ongoing development of the Reimer's Road private drive project, the District has requested that an access easement agreement is made and entered into by LTISD and the owner of the property located at 5402 Reimers Road, Spicewood, Texas 78669. Portions of the LTISD access tract and other portions of the LTISD land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements granted and conveyed to multiple parcels of land adjacent and near to the LTISD land. The property owner agrees to grant access to the property in order to construct the LTISD private drive and new driveway aprons connecting the owner's property to the LTISD private drive subject to the terms of the agreement.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Chad Crowson – General Counsel

ATTACHMENTS

Access Easement Agreement for 5402 Reimers Road

MEETING DATE

August 20, 2025

F. Portions of the LTISD Access Tract and other portions of the LTISD Land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements (collectively, the "**60' Wide Reimers Access Easements**") granted and conveyed to multiple parcels of land adjacent and near to the LTISD Land, as described in the Easement and Right-of-Way Agreements listed in the attached **Exhibit B (Reimers Access Easement Agreements)**.

G. The existing paved road within the 60' Wide Reimers Access Easement on the LTISD Land is a portion of the Reimers-Peacock Road vacated by an order approved by the Travis County Commissioners Court on June 13, 1983 (**Vacated Road**).

H. The northern terminus of the Vacated Road ends at the southern terminus of the public Reimers-Peacock Road that provides access to and from the Vacated Road to SH 71W.

I. Grantee is the owner of approximately 19.81 acres of land, comprised of 18.108 acres of land, as more particularly described in the deed recorded in Document No. 2014110019 in the Official Public Records of Travis County, Texas; and 1.702 acres of land as more particularly described by metes and bounds in the deed recorded in Document No. 2004098205 in the Official Public Records of Travis County, Texas (both tracts referred to collectively as "**Grantee's Property**").

J. Grantee's Property has an appurtenant easement right to use the sixty foot (60') wide Reimers Access Easement described in Exhibit A attached to the March 3, 1993, *Easement and Right-of-Way Agreement* recorded in Volume 11928, Page 2384, Real Property Records of Travis County, Texas (**Grantee's Reimers Access Easement Agreement**).

K. Grantor is the assignee and successor to the grantors of the Reimers Access Easement Agreements to the extent such Easement Agreements burden the LTISD Land.

L. Concurrent with Grantor's acquisition of the Reimers Tract, Grantee and Grantor entered into the First Supplement to Easement and Right-of-Way Agreement having an effective date of July 12, 2017 and being recorded in Document No. 2017121261, Official Public Records of Travis County, Texas (**Supplement to Grantee's Reimers Access Easement Agreement**).

M. The Supplement to Access Easement Agreement inadvertently did not apply to the 4.74-acre parcel described as Tract Two in the Special Warranty Deed recorded in Document No. 2014110019, Official Public Records of Travis County, Texas.

N. Subsequently, Grantor acquired an approximately 5.517 acre tract of land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas for purpose of aligning the LTISD Private Driveway to intersect SH 71W at the Bob Wire traffic signal. The portion of the 5.517 acre-tract to be used for LTISD Driveway is referred to herein as the "**Second Access Tract.**"

O. Grantor then acquired a 0.287-acre tract, described as "Tract 1" in the Special Warranty Deed recorded in Document No. 2024009615, Travis County Official Public Records (**Third Access Tract**).

P. The Second Access Tract and the Third Access Tract are depicted in the attached **Exhibit E**.

Q. The LTISD Access Tract, the Second Access Tract, and the Third Access Tract, as depicted in the attached **Exhibit F**, are referred to collectively as the "**LTISD Driveway Tract**."

R. Grantor will construct the LTISD Driveway in accordance with the Site Development Permit (Travis County case # 24-48335) approved and released by Travis County, LCRA and the Travis County Fire Marshal (**Site Development Permit**).

S. TxDOT requires LTISD to close and block access between the Vacated Road and the Reimers-Peacock Road public road after the completion of the LTISD Driveway, thus preventing Grantee from using Grantee's Reimers Access Easement Rights to access SH 71 W from Grantee's Property.

T. Grantor desires to grant Grantee's Property appurtenant access easement rights across portions of the LTISD Driveway Tract to use the LTISD Driveway for access to and from Grantee's Property to and from SH 71W.

U. Subject to the terms of this Agreement, Grantee has agreed to amend and restate all rights and benefits under the Reimers Access Easement Agreements and all other access rights appurtenant to Grantee's Property and such other access rights that are held in gross by Grantee.

V. In consideration of Grantee's agreement to amend and restate all rights and benefits under Grantee's Reimers Access Easement Agreement, the Supplement to Grantee's Reimers Access Easement Agreement, and all other access easement rights appurtenant to Grantee's Property and such other access rights that are held in gross by Grantee, Grantor has agreed to grant to Grantee's Property an access easement on and across the LTISD Driveway Tract (**Grantee's Restated Access Easement Rights**).

W. Grantor and Grantee desire to amend and restate the respective rights and obligations of Grantor and Grantee with respect Grantee's Restated Access Easement Rights as set forth herein.

NOW, THEREFORE, in consideration of the above stated Recitals, the benefits to the Parties from replacing the Vacated Road with the LTISD Driveway, the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE 1

RECITALS; EFFECT OF AGREEMENT

- 1.1 **Recitals.** The Parties hereby agree that the recitals set forth above, including the defined terms, and the Exhibits attached to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement.
- 1.2 **Effect of Agreement.** Upon the final approval and execution of this Agreement by Grantor and Grantee,
- a. this Agreement shall supersede all Reimers Access Easement Agreements applicable to Grantee's Property, as modified by the Supplement to Grantee's Reimers Access Easement Agreement;
 - b. all Reimers Access Easement Agreements applicable to Grantee's Property, as may be modified by the Supplement to Grantee's Reimers Access Easement Agreement are hereby terminated and of no further force and effect;
 - c. the Parties hereby waive and release all known and unknown potential claims of default under or pursuant to the Reimers Access Easement Agreements, as may be modified by the Supplement to Grantee's Reimers Access Easement Agreement;
 - d. Grantee hereby releases and terminates all of Grantee's rights and benefits under or pursuant to all other recorded and unrecorded, known or unknown instruments and appurtenant access easements benefiting Grantee's Property and all in gross access easements benefiting Grantee that grant access rights to cross the LTISD Land;
 - e. Grantee hereby releases and terminates all common law and statutory access rights to cross the LTISD Land, created or recognized by Texas common law or created by Texas statutes, including the vacation of Reimers-Peacock Road by Travis County and such released rights are of no further force or effect;
 - f. All access rights appurtenant to Grantee's Property to cross the LTISD Land shall be set forth in this Agreement; and
 - g. Nothing in this Agreement is intended to or should be construed as granting in gross easement rights to Grantee.

ARTICLE 2

GRANT OF ACCESS EASEMENT

- 2.1 **Grant of Access Easements.** Subject to the terms of this Agreement, Grantor hereby GRANTS and CONVEYS, for the purposes and uses set forth herein, non-exclusive access easements over and across portions of the LTISD Land that are described as follows: a) the LTISD Driveway Tract, as depicted on the attached **Exhibit F (Grantee's LTISD Driveway Access**

Easement) and b) the portion of the LTISD Driveway Tract necessary to connect Grantee's Driveway to the LTISD Driveway, (**Driveway Apron Easement**), as described below, each easement is for the benefit of Grantee's Property, but Grantor reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement rights to Grantee and her successors, heirs, and assigns forever ("**Grantee's Restated Access Easements**"). Grantor binds itself and its successors and assigns to warrant and forever defend the easement rights granted to Grantee, her successors, heirs, and assigns against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through or under Grantor but not otherwise. Grantee's Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to Grantee's Property and any portion thereof, subject to this Agreement, and shall be binding on all persons having any right, title, or interest in all or any portion of Grantee's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof. The LTISD Driveway Tract shall be held, sold, transferred, conveyed, used, occupied, or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to the LTISD Driveway Tract and any portion thereof, subject to this Agreement, and shall be binding on all persons having any right, title, or interest in all or any portion of the LTISD Driveway Tract, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the LTISD Driveway Tract. Grantee acknowledges and agrees that prior to the execution of this Agreement, Grantee's Property did not have any access easement rights on or across the Second Access Tract or the Third Access Tract.

- 2.2 **Purpose of Grantee's Restated Access Easements.** To provide free and uninterrupted vehicular access between Grantee's Property and SH71W and from Grantee's Property to the mailbox kiosk to be installed at the approximate location shown on the attached **Exhibit E**. If a sidewalk is constructed adjacent to and along the LTISD Driveway, Grantee shall have free and uninterrupted pedestrian access and use of such sidewalk; provided, however, Grantee may only cross the LTISD Driveway at marked pedestrian crossings. Further, Grantee, her invitees, employees, agents, contractors, tenants, occupants, customers, and guests hereby assume all risk when crossing or using the LTISD Driveway for vehicular, non-motorized vehicles, including bicycles, and pedestrian uses. The easements, rights and privileges granted and imposed hereby shall be for the use and mutual benefit of Grantor and Grantee, and their respective employees, agents, contractors, tenants, occupants, customers, invitees, licensees.

- 2.3 **Duration of Easement**. Subject to the terms of this Article 2, the duration of the Grantee's Restated Access Easements is perpetual.
- 2.4 **Exceptions to Title Warranty**. The grant of Grantee's Restated Access Easements set forth in Article 2 and Article 3 are subject to all easements, rights of way, and prescriptive rights whether of public record or not as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances.
- 2.5 **Limitations of Easements Granted**. Nothing contained in this Agreement is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the LTISD Land or any portion thereof; or b) a dedication of any right or interest in or to the public.
- 2.6 **Access Prior to Grantor Beginning Construction**. Prior to Grantor beginning the construction of the LTISD Driveway, Grantee shall have the right to use the Vacated Road for access between Grantee's Property and the public Reimers-Peacock Road.
- 2.7 **Access During Construction of the LTISD Driveway**. Grantor shall conduct its use of the LTISD Access Tract and the LTISD Driveway Tract in such a manner so as to not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with the use and enjoyment of Grantee's Restated Access Easement Rights; provided, however, during the construction of the LTISD Driveway, Grantor may close and remove portions of the Vacated Road after Grantor has caused the construction of one or more temporary roads and driveways on the LTISD Driveway Tract to provide access to and from Grantee's Property to SH 71 W ("**Temporary Roads**"). Upon the beginning of the construction of the LTISD Driveway, Grantee's Restated Access Easement Rights shall be located on and limited to the paved surface of the Vacated Road or to the surface of any Temporary Road until the LTISD Driveway is completed. At the sole discretion of Grantor, the LTISD Driveway may be constructed in phases and the design of the LTISD Driveway shall be at the sole discretion of Grantor subject to Travis County approval of construction plans for the LTISD Driveway.
- 2.8 **Relocation and Reconfiguration of Grantee Driveway Aprons**. Grantee's driveway aprons located on the LTISD Access Tract that connect to the Vacated Road are depicted in the attached **Exhibit D (Grantee's Driveway Aprons)**. During the construction of the LTISD Driveway, Grantor shall have the right, at Grantor's sole discretion, to modify and relocate Grantee's Driveway Aprons so that the modified Grantee's Driveway Aprons connect to the LTISD Driveway and to Grantee's driveway located on Grantee's Property. Grantor's relocation or reconfiguration of Grantee's Driveway Aprons shall not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with Grantee's 2025 Access Easement Rights. Upon completion of the LTISD Driveway, as documented by Travis County's approval of the construction of the LTISD Driveway, Grantee shall be

obligated and solely responsible for maintaining, repairing, and replacing Grantee's Driveway Aprons and Grantor shall have no obligation to maintain, repair or replace said Driveway Aprons. Notwithstanding the preceding sentence, Grantor reserves the right to relocate and replace the Grantee's Driveway Aprons upon at least 90 days' advance written notice to Grantee.

- 2.9 **Final Definition of Grantee's Restated Access Easements.** Upon LTISD notifying Grantee that Grantee that Travis County has approved the construction of the LTISD Driveway, Grantee's Restated Easements shall be limited to the paved surface of the LTISD Driveway and Grantee's Driveway Aprons located on the LTISD Driveway Tract, except as otherwise provided in this Agreement.
- 2.10 **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from the construction and use of LTISD Driveway, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors. The obligations of the Grantee under this provision will survive the termination of this Agreement.
- 2.11 **Reservation of Rights.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the LTISD Driveway Tract for all purposes that do not interfere with or interrupt the use or enjoyment of Grantee's Restated Access Easement Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee and the right to convey to others the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee. Grantor reserves for Grantor and Grantor's successors and assigns the right to grant easements across, over, and under the LTISD Driveway Tract for the installation, operation, maintenance, and replacement of overhead and underground utility lines, including water, wastewater, and stormwater provided such grants do not interfere in any material way with Grantee's New Access Easement Rights.
- 2.12 **Dedication of LTISD Driveway as Public Road.** Grantee acknowledges that Grantor may dedicate all or segments of the LTISD Driveway to Travis County or other governmental entity (collectively, "**Governmental Entity**"). Grantor shall provide Grantee written notice of Grantor's intent to dedicate all or a portion of the LTISD Driveway to a Governmental Entity (**Notice of Dedication**). Grantee acknowledges and agrees that a Governmental Entity may require the termination of Grantee's Reimers Access Easement Rights prior to the acceptance of the LTISD Driveway and associated right of way as a public road. The term "public road" means a road that is owned, operated and maintained by Governmental Entity whose normal governmental function includes the operation of roads open to the public. In no event will

LTISD's ownership of the LTISD Driveway be construed to make the LTISD Driveway a "public road." At the sole discretion of Grantor, the LTISD Driveway may be operated as either a private driveway or public road.

2.13 **Termination of Grantee's Restated Access Easement Rights.** After Grantor has sent a Notice of Dedication to Grantee, Grantor, its successors and assigns shall have the right to unilaterally terminate Grantee's Restated Access Easement Rights if the following conditions are met: (i) Grantor has completed the construction of the LTISD Driveway, and (ii) Grantor intends to dedicate or convey all of the LTISD Driveway or a portion of the LTISD Driveway located between Grantee's Property and SH 71W to a Governmental Entity as a public road. If a Governmental Entity has agreed to accept all or a portion of the LTISD Driveway as a public road, then Grantor may unilaterally terminate Grantee's Restated Access Easement Rights by recording in the Official Public Records of Travis County, Texas a *Notice of Termination of Access Easement Rights*. The *Notice of Termination of Access Easement Rights* shall state (i) the LTISD Driveway or the applicable portion of the LTISD Driveway has been constructed, (ii) Grantor, its successors and assigns intend to dedicate to a Governmental Entity the LTISD Driveway and right-of-way for the LTISD Driveway for ownership and operation, (iii) a Governmental Entity has verified to Grantor that the LTISD Driveway will be accepted for ownership and operation as a public road upon release of Grantee's Restated Access Easement Rights encumbering the LTISD Driveway, (iv) the Grantee's Restated Access Easement Rights are terminated with respect to Grantee's Land, (v) upon termination of the Grantee's Restated Access Easement Rights, Grantee's Property will have an ongoing license to access and use the LTISD Driveway for pedestrian and vehicular ingress and egress until the Governmental Entity accepts the LTISD Driveway and associated right-of-way for ownership and operation, and (vi) upon the Governmental Entity accepting the LTISD Driveway as a public road, the above described ingress and egress license shall automatically terminate and will be of no further force and effect. Grantor, its successors and assigns may record in the Official Public Records of Travis County an affidavit or notice that the LTISD Driveway and associated right of way have been accepted by a Governmental Entity as a public road.

ARTICLE 3

GRANTEE'S RIGHT TO CONSTRUCT A NEW DRIVEWAY

3.1 **Grantee Right to Construct Driveway Apron Connecting to the LTISD Driveway.** After the LTISD Driveway is completed and made available to Grantee and Grantee's Property for access use Grantee shall have the right to construct a new driveway connecting Grantee's Property to the LTISD Private Driveway (**New Driveway Apron**). Grantee must provide Grantor at least thirty (30) days' advance written notice of Grantee's intent to apply to Travis County for a development permit to construct a New Driveway Apron (**Notice of Intent**). The

Notice of Intent must include a dimensional drawing showing the location of the proposed New Driveway Apron and a survey plat sealed by a licensed surveyor describing the portion of Grantee's Property to be served by the proposed New Driveway Apron. If the LTISD Driveway is not dedicated and conveyed to be a public road, Grantor will not unreasonably deny or restrict Grantee's right to access the LTISD Driveway at a new location, except as necessary to meet applicable road design safety standards. If Grantor does not provide Grantee a written response to the Notice of Intent within twenty (20) Business Days, the proposed location of the New Driveway Apron will be deemed approved by Grantor. Prior to constructing a New Driveway Apron, Grantee must obtain all Travis County permits required to construct the New Driveway Apron and provide Grantor a copy of the approved Travis County permit(s) at least ten (10) Business Days prior to beginning construction of the New Driveway Apron. Grantee acknowledges and agrees that the LTISD Driveway must be designed and constructed to Travis County standards for a public road and that Grantee's proposed New Driveway Apron must comply with Travis County requirements applicable to driveway aprons constructed within public rights of way. If the LTISD Driveway becomes a public road, the Governmental Entity responsible for operating the LTISD Driveway will have sole authority to determine where New Driveway Aprons may be constructed.

- 3.2 **Temporary Construction License**. Upon Grantee providing Grantor a complete copy of the Travis County permit to construct a New Driveway Apron to Grantee's Property, Grantee shall have a non-exclusive temporary construction license in, upon, over and across the portion of the LTISD Access Tract that is adjacent to Grantee's Property and between Grantee's Property and the closest edge of LTISD Driveway pavement. Unless otherwise approved by Grantor, the Temporary Construction License shall be no wider than a total of forty feet (40') from the edges the proposed New Driveway Apron (**License Tract**). The limits of construction shown on the County approved plans for the construction of the New Driveway Apron shall not extend beyond the limits of the License Tract unless Grantor and Grantee duly execute a written instrument that describes the approved increase in the size or reconfiguration of the License Tract. The Temporary Construction License shall expire upon the earlier of (i) Travis County and Grantor approval of the constructed the New Driveway Apron and restoration of disturbed portions of the License Tract; or (ii) one hundred twenty (120) days after the day construction begins on the New Driveway Apron. If construction of the New Driveway Apron ceases for thirty (30) consecutive days, Grantor may, after the 30th day of no construction activity, send a written notice to Grantee demanding that (i) Grantee complete construction of the New Driveway Apron and restore all disturbed areas in accordance with the approved development permit within ten (10) Business Days after receipt of said notice; or (ii) Grantee notify Grantor whether Grantee has abandoned the construction of the New Driveway Apron and begin restoration and stabilization of all disturbed areas in accordance with the approved development permit within ten (10) Business Days after receipt of said notice. The obligations

of the Grantee to restore and stabilize disturbed areas under this provision will survive the termination of this Agreement.

- 3.3 **Restoration of License Tract and Repair of Damages.** If Grantee fails or refuses to properly restore disturbed areas on the License Tract and the LTISD Driveway or to repair damage to the LTISD Driveway within thirty (30) days after receipt of Grantor's written notice of Grantee's failure to comply with this Article 3, then Grantor may send Grantor a notice that Grantor intends to restore and stabilize the disturbed areas and repair damages caused by Grantee's actions and the actions of Grantee's contractors (**Notice of Intent to Repair**). If Grantee fails to properly restore and stabilize disturbed areas and repair damages within thirty (30) days after Grantor sends Grantee a Notice of Repair, then Grantor shall have the right but not the obligation to pursue any remedy described in Section 4.3 below and to restore disturbed areas in the License Tract and LTISD Access Tract and repair damages to the LTISD Driveway and related infrastructure.
- 3.4 **Compliance with Laws.** During the construction, maintenance, repair, and use of Grantee's New Driveway Apron, Grantee shall comply with all applicable laws, codes, ordinances, construction plans approved by Travis County, the LCRA, and other applicable governmental regulations.
- 3.5 **Insurance Coverage.** All contractors engaged by Grantee to construct the New Driveway Apron ("**Contractors**") must obtain a general liability insurance policy with the following limits: \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage and \$2 million umbrella liability policy before entering the License Tract. At least ten (10) Business Days before construction activities begin on the License Tract, the Grantee must provide to Grantor certificates of insurance documenting at least the minimum coverage amounts required by this Agreement. All certificates of insurance must include Grantor as an additional insured. The insurance coverage must be effective before the Contractors enter the License Tract and remain in effect until the appropriate Governmental Entity approves the construction of the New Driveway Apron and the restoration of the License Tract.
- 3.6 **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from the construction and use of the New Driveway Apron, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors.
- 3.7 **New Driveway Apron Access Easement.** Grantee shall provide Grantor an "as-built" survey of the New Driveway Apron. Upon Travis County or a Governmental Entity approving the construction of the New Driveway Apron and restoration of disturbed areas, and upon Grantor approving the construction of the New Driveway Apron and restoration of disturbed areas

within the License Tract, the vehicular access easement rights granted to Grantee pursuant to this Article 3 shall be limited to the footprint of the New Driveway Apron, as shown on the "as-built" survey approved by (**New Driveway Apron Easement**). Notwithstanding the preceding sentences of this Section, Grantor may condition Grantor's approval of the New Driveway Apron upon Grantee providing reasonable financial assurances that Grantee will cause the removal of all liens from the LTISD Land relating to the construction of the New Driveway. Upon completion of a New Driveway Apron, as defined in this Section, Grantee shall be obligated and responsible for maintaining, repairing, and replacing the New Driveway Apron and Grantor shall have no obligation to maintain, repair or replace said Driveway Aprons.

3.8 **Obligations Survive Termination of Agreement.** The obligations of the Grantee under this Article 3 will survive the termination of this Agreement.

ARTICLE 4

DEFAULT, ENFORCEMENT

4.1 **Breach.** It is expressly agreed that no breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Parties may have by reason of any breach of this Agreement.

4.2 **Notice of Breach.** If a Party breaches or otherwise fails to comply with the terms and covenants set forth herein, and such breach or failure continues for ten (10) Business Days after the non-breaching Party delivers written notice to the other Party of such breach or failure, the non-breaching Party shall have the right, but not the obligation, to take such actions as are necessary to remedy or cure the applicable breach or failure. All costs and expenses incurred in exercising the rights set forth in this Section 4.2 shall be promptly reimbursed within thirty (30) calendar days after written demand.

4.3 **Rights of Enforcement.**

- a. The Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- b. If the breaching Party fails to cure the breach in accordance with Section 4.2 above and the non-breaching Party cures the breach, then the breaching Party shall reimburse the non-

breaching Party within thirty (30) days after receipt of the non-breaching Party's demand for payment of the costs to cure the breach, together with reasonable documentation supporting the expenditures made by non-breaching Party (**Reimbursement Payment**). If the breaching Party does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs.

- c. If the Grantor restores disturbed areas and repairs damage, then Grantee shall be liable for all costs and expenses reasonably incurred by Grantor in performing such repairs or restoration ("**Repair Costs**"), and Grantee shall reimburse Grantor the Repair Costs within thirty (30) days after receipt of Grantor's demand for payment of the Repair Costs, together with reasonable documentation supporting the expenditures made by Grantor. If Grantee does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs. The obligations of Grantee under this provision will survive the termination of this Agreement.

4.4 **Attorney's Fees.** If either Party retains an attorney to enforce this Agreement, the party prevailing in any resulting litigation shall be entitled to recover reasonable attorney's fees and court costs and other costs.

4.5 **Waiver.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitations period has run.

4.6 **Legal Construction.** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter includes the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or

origin of language.

- 4.7 **Choice of Law and Venue.** This Agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.
- 4.8 **Notices.** All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by electronic mail and shall be deemed to be delivered (i) upon the second attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic mail.
- 4.9 **Obligations Survive Termination of Agreement.** The obligations of the Grantee under this Article 4 will survive the termination of this Agreement.

ARTICLE 5

GENERAL PROVISIONS

- 5.1 **Effective Date; Recordation.** The effective date of this Agreement will be date upon which both Parties have duly executed this Agreement. Grantor's selected title company will be responsible for recording this Agreement in the Official Public Records of Travis County, Texas.
- 5.2 **No Third-Party Beneficiary.** The provisions of this Agreement are for the benefit of the Parties and their respective successor or assignee and are not for the benefit of any third-party. Accordingly, no third-party shall have the right to enforce the provisions of this Agreement.
- 5.3 **Severability.** In the event any term, covenant, condition, provisions or agreement contained herein is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.
- 5.4 **Binding Effect.** This agreement binds and inures to the benefit of the Parties and their respective successors and assigns. This Agreement and the rights, benefits and burdens of this Agreement shall be deemed and held to be covenants appurtenant to and running with title to the fee simple estate of Grantee's Property and the LTISD Driveway Tract.
- 5.5 **Modification.** Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by a duly authorized representative of each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.
- 5.6 **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior

correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.

5.7 **Business Day**. means any day that the administrative offices of the Lake Travis Independent School District are open. During the summer months between school years, the administrative offices are open Monday through Thursday.

5.8 **Counter Parts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(Remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Access Easement Agreement on the date indicated below.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: Lauren White

Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2025, by Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

GRANTEE:

Cacie

Cacie Lenora Collier, a single woman

STATE OF TEXAS

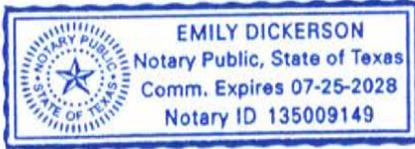
§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 4th day of August, 2025, by Cacie Lorena Collier.

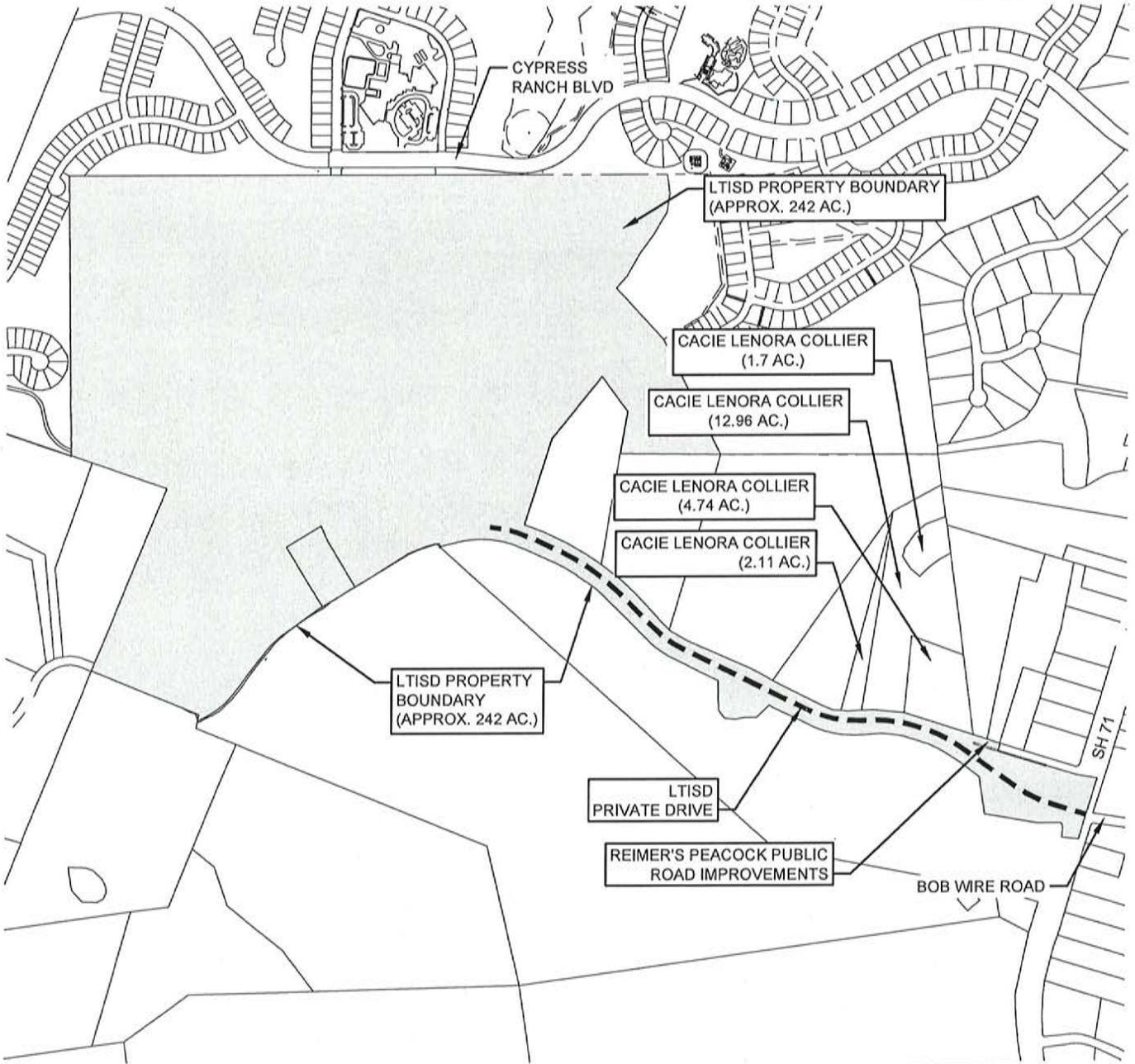


EMD

Notary Public, State of Texas



0 1000'
SCALE: 1" = 1000'



LTISD 242-ACRE PROPERTY
EXHIBIT "A"

MALONE ★ WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

EXHIBIT "B"

ACCESS EASEMENT AGREEMENTS

- Vol. 11928, Pg. 2366, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers (JHR)
Grantee: JHR as Trustees of the Madison Marie Jones Trust (access easement to 19.70 acre tract)
- Vol. 11928, Pg. 2372, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the Spencer Chase Jones Trust (access easement to 18.331 acre tract)
- Vol. 11928, Pg. 2378, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the John Craig Hert Trust (access easement to 51.38 acre tract)
- Vol. 11928, Pg. 2384, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Cacie Lenora Collier (access easement to 58.09 acre tract)
- Vol. 11928, Pg. 2390, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Maelita Collier Jones (access easement to 13.04 and 37.00 acre tract)
- Vol. 11928, Pg. 2397, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Chad Matthew Gilley (access easement to 13.00 and 37.00 acre tract)
- Vol. 11955, Pg. 119, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: L.V. Collier and Ethel Collier (access easement to 4.75 acre tract)
- Vol. 13288, Pg. 227, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and wife, Lenora Reimers
Grantee: Katherine Louise Mershon (access easement to 13.17 acre tract)
- Doc. #1999109310, Official Public Records of Travis County, Texas:
Grantor: Cacie Lenora Collier, aka Cacie L. Mershon and Thomas J. Mershon
Grantee: Lenora Reimers (warranty deed to 19.56 acres and 60' access easement)
- Doc. #2000053049, Official Public Records of Travis County, Texas:
Grantor: Lenora Reimers (aka Frankie Lenora Reimers) individually and as Independent Executor of the estate of John Reimers (aka John Henry Reimers) deceased and Lester V. Collier as Trustee of the Testamentary Trusts created under the last will and testament of John Reimers
Grantee: Hogge Canyon Springs, LTD (2 access easements)

Doc #2003103740, Official Public Records of Travis County, Texas:

Grantor: Lenora Reimers

Grantee; Kendall L. Collier and Cynthia D. Collier

Doc. #2005095634, Official Public Records of Travis County, Texas:

Grantor: Frankie Lenora Reimers and Lenora Reimers as Independent Executor of the estate of John Reimers (aka John Henry Reimers)

Extension of Easements granted in the following documents:

Volume 11928, Page 2366, Volume 11928, Page 2372, and Volume 11928, Page 2378, of the Real Property Records of Travis County, Texas.

DESCRIPTION OF A 10.89 ACRE TRACT PREPARED FOR EASEMENT PURPOSES ONLY, BY DELTA SURVEY GROUP, INC., IN JUNE 2017 AND LOCATED IN THE ADAMS, BEATY AND MOULTON SURVEY NUMBER 37; ABSTRACT-43 AND THE JOUSHUA B. SHARPLESS SURVEY NUMBER 35; ABSTRACT-2124, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 343.80 ACRES TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2002152377, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 19.33 ACRE TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2007157110, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 10.89 ACRE TRACT AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail in fencepost found for the east corner of a called 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas, same being the south corner of Lot 11, Travis Settlement Business Park a subdivision of record in Document Number 200200093, Official Public Records, Travis County, Texas, and being the northwest terminus of Reimers Peacock Road right-of-way (ROW) (ROW 40') and also being a northwest corner of said remainder of 343.80 acres tract for the **POINT OF BEGINNING**

THENCE with a northeast line of said remainder of 343.80 acres tract, same being the southwest terminus of said Reimers Peacock road, S61°20'53"E a distance of 57.16 feet to a 1" iron pipe found for the west corner of a called 4.010 acre tract conveyed to Jack and Betty Holt and described in Volume 12599, Page 900, Deed Records, Travis County, Texas, and also being the southwest terminus of said Reimers Peacock Road;

THENCE continuing with a northeast line of said remainder of 343.80 acres tract, same being the southeast line of said 4.010 acre tract, S62°14'37"E a distance of 76.42 feet to a ½ inch iron rod with "Delta Survey" cap set;

THENCE leaving said common line and crossing said remainder of 343.80 acres tract the following twelve (12) courses and distances:

1. S53°49'19"W a distance of 458.42 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. with the arc of a curve to the left a distance of 234.87 feet, through a central angle of 21°21'39", having a radius of 630.00 feet, and whose chord bears S43°08'30"W, a distance of 233.52 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. S32°27'40"W a distance of 106.94 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. with the arc of a curve to the right a distance of 321.46 feet, through a central angle of 29°42'26", having a radius of 620.00 feet, and whose chord bears

- S47°18'53"W , a distance of 317.87 feet to a ½ inch iron rod with "Delta Survey" cap set,
5. S62°10'06"W a distance of 1009.56 feet to a ½ inch iron rod with "Delta Survey" cap set,
 6. with the arc of a curve to the right a distance of 206.20 feet, through a central angle of 19°03'21", having a radius of 620.00 feet, and whose chord bears S71°41'47"W , a distance of 205.25 feet to a ½ inch iron rod with "Delta Survey" cap set,
 7. S81°13'27"W a distance of 355.82 feet to a ½ inch iron rod with "Delta Survey" cap set,
 8. with the arc of a curve to the left a distance of 490.35 feet, through a central angle of 20°21'31", having a radius of 1380.00 feet, and whose chord bears S71°02'42"W , a distance of 487.77 feet to a ½ inch iron rod with "Delta Survey" cap set,
 9. S60°51'56"W a distance of 198.48 feet to a ½ inch iron rod with "Delta Survey" cap set,
 10. with the arc of a curve to the left a distance of 464.77 feet, through a central angle of 38°02'31", having a radius of 700.00 feet, and whose chord bears S41°50'41"W , a distance of 456.28 feet to a ½ inch iron rod with "Delta Survey" cap set,
 11. S22°49'25"W a distance of 76.48 feet to a ½ inch iron rod with "Delta Survey" cap set, and
 12. S19°47'44"W at a distance of 54.38 feet passing a south corner of said remainder of 343.8 acres tract, same being a northwest corner of a called 86.823 acre tract (Tract 10) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas in all a total distance of 134.94 feet to a 60D nail found in the called centerline of a sixty foot (60') ingress-egress easement (Reimers Road) described in Volume 12522, Page 1612, Deed Records, Travis County, Texas;

THENCE continuing with said centerline, same being west lines of said 86.823 acres tract and a called 48.438 acre tract (Tract 9) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas, same being east lines of said remainder of 343.80 acres tract and said 19.33 acre tract the following two (2) courses and distances:

1. S14°11'12"W a distance of 121.05 feet to a 60D nail found, and
2. S04°55'07"W a distance of 341.51 feet to a cotton spindle found for the south corner of said 19.33 acre tract, same being in a west line of said 48.438 acre tract, and also being the northeast corner of a remainder of a called 45.010 acre tract conveyed to John Craig Hert and described in Document Number 2000096670, Official Public Records, Travis County, Texas;

THENCE with the south line of said 19.33 acre tract, same being a north line of said remainder of 45.010 acres tract, N84°53'19"W a distance of 30.00 feet to a calculated point;

THENCE leaving said common line and crossing said 19.33 acre tract and said remainder of 343.80 acres tract the following six (6) courses and distances:

1. N04°55'07"E a distance of 343.84 feet to a calculated point,
2. N14°11'12"E a distance of 124.95 feet to a calculated point,
3. N19°47'44"E a distance of 137.20 feet to a calculated point,
4. N22°49'25"E a distance of 77.27 feet to a calculated point,
5. N26°10'15"E a distance of 85.25 feet to a calculated point, and
6. N29°31'06"E a distance of 377.98 feet to a ½ inch iron rod with "RDS" cap found for an east corner of a called 10.744 acre tract conveyed to Kendall and Cynthia Collier and described in Document Number 2003103740, Official Public Records, Travis County, Texas;

THENCE with a north line of said remainder of 343.80 acres tract, same being south lines of said 10.744 acre tract, and of a called 13.17 acre tract conveyed to Katherine Louise Mershon, described in Volume 13288, Page 277, Real Property Records, Travis County, Texas; and a called 19.56 acre tract conveyed to Lenora Reimers and described in Document Number 1999109310, Official Public Records, Travis County, Texas; and of a called 15.85 acre tract conveyed to Lenora Reimers and described in Document Number 2003298808, Official Public Records, Travis County, Texas; and a remainder of a called 38.632 acre tract conveyed to David L. Christopher and described in Document Number 2006115057, Official Public Records, Travis County, Texas; and a called 2.110, 12.96 and said 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas the following nineteen (19) courses and distances:

1. N57°15'04"E a distance of 141.01 feet to a ½ inch iron rod with "RDS" cap found,
2. N62°04'10"E a distance of 171.84 feet to a ½ inch iron rod with "RDS" cap found,
3. N66°50'41"E a distance of 137.11 feet to a ½ inch iron rod with "RDS" cap found,
4. N69°00'11"E a distance of 124.96 feet to a ½ inch iron rod with "RDS" cap found,
5. N74°40'28"E a distance of 159.74 feet to a ½ inch iron rod with "RDS" cap found,
6. N79°26'30"E a distance of 156.05 feet to a ½ inch iron rod with "RDS" cap found,
7. N84°08'18"E a distance of 263.34 feet to a ½ inch iron rod with "RDS" cap found,
8. N76°59'37"E a distance of 50.76 feet to a ½ inch iron rod found,
9. N77°03'29"E a distance of 25.68 feet to a ½ inch iron rod with "RDS" cap found,
10. N65°33'41"E a distance of 115.07 feet to a ½ inch iron rod with "RDS" cap found,
11. N59°52'31"E a distance of 460.03 feet to a ½ inch iron rod with "RDS" cap found,
12. N64°11'26"E a distance of 99.19 feet to a ½ inch iron rod found,
13. N64°33'58"E a distance of 192.03 feet to a ½ inch iron rod with "RDS" cap found,
14. N62°37'26"E a distance of 252.84 feet to a ½ inch iron rod with "RDS" cap found,
15. N56°13'47"E a distance of 70.34 feet to a ½ inch iron rod with "RDS" cap found,
16. N39°52'31"E a distance of 92.66 feet to a ½ inch iron rod with "RDS" cap found,
17. N33°57'16"E a distance of 182.27 feet to a ½ inch iron rod with "RDS" cap found,
18. N42°34'34"E a distance of 191.69 feet to a ½ inch iron rod with "Delta Survey" cap set and

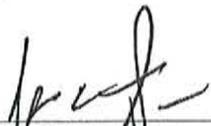
10.89 Acres
Access Easement
LTISD Reimers

Page 4 of 6

19. N53°48'59"E a distance of 481.78 feet to the POINT OF BEGINNING and containing 10.89 acres of land, more or less.

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

Date: 06-20-2017



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



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

0' 500' 1000' 1500'



GRAPHIC SCALE

1" = 300'

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
 JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
 TRAVIS COUNTY, TEXAS
 JUNE 2017
 5 OF 6



LENORA REIMERS
 15.85 AC.
 DOC. #2003298808
 O.P.R.T.C.TX

LENORA REIMERS
 19.56 AC.
 DOC. #1999109310
 O.P.R.T.C.TX

KATHERINE LOUISE MERSHON
 VOL. 13288, PG. 227
 13.17 AC
 O.P.R.T.C.TX

KENDALL L. COLLIER
 CYNTHIA D. COLLIER
 10.74 AC
 DOC. #2003103740
 O.P.R.T.C.TX

LENORA REIMERS
 REMAINDER OF 343.80 ACRES
 DOC. #2002152377
 O.P.R.T.C.TX

LENORA REIMERS
 REMAINDER OF 343.80 ACRES
 DOC. #2002152377
 O.P.R.T.C.TX

LENORA REIMERS
 19.33 ACRES
 DOC. #2007157110
 O.P.R.T.C.TX

KOZMETSKY RONYA RANCH TRUST
 86.823 AC.
 (TRACT 10)
 DOC. #2010195713
 O.P.R.T.C.TX

KOZMETSKY RONYA
 RANCH TRUST
 48.438 AC.
 (TRACT 9)
 DOC. #2010195713
 O.P.R.T.C.TX

JOSHUA B. SHARPLESS
 SURVEY NO. 35 ABSTRACT-2124

ADAMS, BEATY & MOULTON
 SUR. 37, ABST-43

LEGEND

- IRON ROD WITH "DELTA SURVEY" CAP SET
- △ 60D NAIL FOUND
- 1/2 INCH IRON ROD FOUND
- ⊕ IRON ROD WITH "RDS" CAP FOUND
- ⊙ COTTON SPINDLE FOUND
- P.O.B. POINT OF BEGINNING

SEE PAGE 6 OF 6 FOR ADJOINER LIST AND LINE
 AND CURVE TABLES
 ALL CORNERS ARE CALCULATED POINTS UNLESS
 OTHERWISE NOTED.
 -SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD 200 ACRE
 DWG. 10.89 ACCESS EASEMENT

BEARING BASIS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

© 2014 Delta Survey Group, Inc.

ADJOINER LIST:

- 1 - REIMERS PEACOCK ROAD (60' ROW)
- 2 - JACK H. HOLT AND BETTY L. HOLT, 4.010 ACRES, VOLUME 12599, PAGE 900 DEED RECORDS, TRAVIS COUNTY, TEXAS
- 3 - JOHN CRAIG HERT, REMAINDER OF 45.010 ACRES DOCUMENT NUMBER 2000096670, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 4 - DAVID L. CHRISTOPHER, REMAINDER OF 38.632 ACRES, DOCUMENT NUMBER 2006115057, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 5 - CACIE LENORA COLLIER GAUVIN, 2.110, 12.96 AND 4.74 ACRES, DOCUMENT NUMBER 2014110019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 6 - LOT 11, TRAVIS SETTLEMENT BUSINESS PARK, DOCUMENT NUMBER 200200093, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S61°20'53"E	57.16'
L2	S62°14'37"E	76.42'
L3	S53°49'19"W	458.42'
L4	S32°27'40"W	106.94'
L5	S62°10'06"W	1009.56'
L6	S81°13'27"W	355.82'
L7	S60°51'56"W	198.48'
L8	N22°49'25"E	0.00'
L9	S22°49'25"W	76.48'
L10	S19°47'44"W	134.94'
L11	S14°11'12"W	121.05'
L12	S04°55'07"W	341.51'
L13	N84°53'19"W	30.00'
L14	N04°55'07"E	343.84'
L15	N14°11'12"E	124.95'
L16	N19°47'44"E	137.20'
L17	N22°49'25"E	77.27'
L18	N26°10'15"E	85.25'
L19	N29°31'06"E	377.98'
L20	N57°15'04"E	141.01'
L21	N62°04'10"E	171.84'
L22	N66°50'41"E	137.11'
L23	N69°00'11"E	124.96'
L24	N74°40'28"E	159.74'
L25	N79°26'30"E	156.05'
L26	N84°08'18"E	263.34'
L27	N76°59'37"E	50.76'
L28	N77°03'29"E	25.68'
L29	N65°33'41"E	115.07'
L30	N59°52'31"E	460.03'
L31	N64°11'26"E	99.19'
L32	N64°33'58"E	192.03'
L33	N62°37'26"E	252.84'
L34	N56°13'47"E	70.34'
L35	N39°52'31"E	92.66'
L36	N33°57'16"E	182.27'
L37	N42°34'34"E	191.69'
L38	N53°48'59"E	481.78'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	630.00'	234.87'	233.52'	S43°08'30"W	21°21'39"
C2	620.00'	321.46'	317.87'	S47°18'53"W	29°42'26"
C3	620.00'	206.20'	205.25'	S71°41'47"W	19°03'21"
C4	1380.00'	490.35'	487.77'	S71°02'42"W	20°21'31"
C5	700.00'	464.77'	456.28'	S41°50'41"W	38°02'31"

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
 JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
 TRAVIS COUNTY, TEXAS
 JUNE 2017
 6 OF 6

 Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD 200 ACRE
 DWG. 10.89 ACCESS EASEMENT



0 200'
SCALE: 1" = 200'

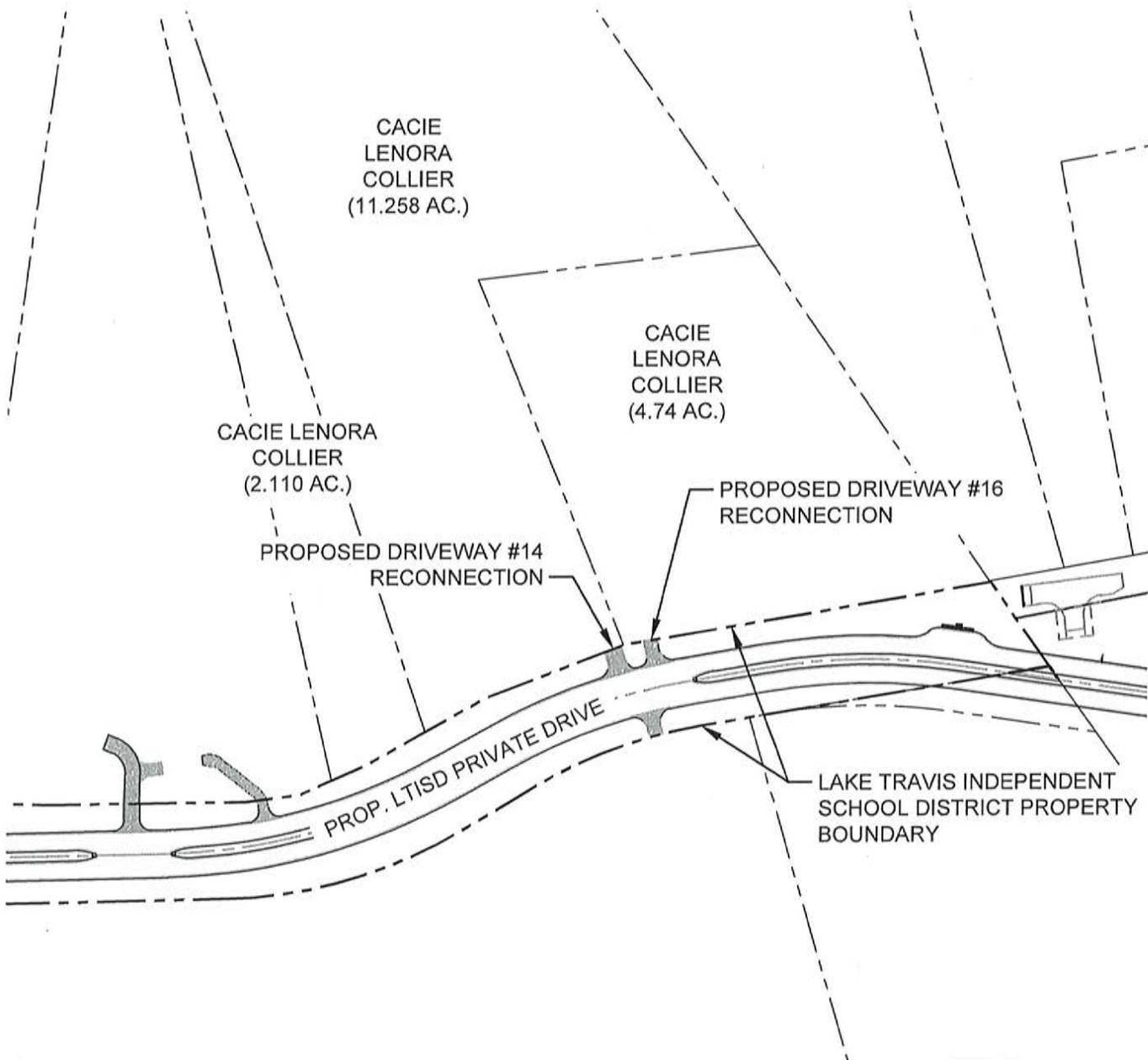


EXHIBIT "D"
CACIE LENORA COLLIER
DRIVEWAY ACCESS TO LTISD
PRIVATE DRIVEWAY

MALONE ★ WHEELER
SINCE INC. 1995

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

HIGHWAY 71

REIMER'S PEACOCK RD

CALLED 1.70 ACRES
CACIE LENORA COLLIER
DOC. NO. 2014110019TR
O.P.R.T.C.T.

CALLED 4.74 ACRES
CACIE LENORA COLLIER
DOC. NO. 2014110019TR
O.P.R.T.C.T.

TRACT 2
4.0213 ACRES
LAKE TRAVIS
INDEPENDENT SCHOOL
DISTRICT
DOC. NO. 2022191103
R.P.R.T.C.T.

CALLED 12.96 ACRES
CACIE LENORA COLLIER
DOC. NO. 2014110019TR
O.P.R.T.C.T.

CALLED 2.110 ACRES
CACIE LENORA
COLLIER
NO. 2014110019TR
O.P.R.T.C.T.

CALLED 19.520 ACRES
TL 99 LLC
DOC. NO. 2022103400
O.P.R.T.C.T.

(7.75 AC.)
DAVID JACKSON
INST. #
2020219534
O.P.R.T.C.T.

TRACT 3
0.2865 ACRE
LAKE TRAVIS
INDEPENDENT SCHOOL
DISTRICT
DOC. NO. 2024009615
O.P.R.T.C.T.

CALLED 13.161 ACRES
WILLIAM C. MORGAN
DOC. NO. 2022038272
O.P.R.T.C.T.

TRACT 1
10.89 AC.
LAKE TRAVIS
ISD
DOC. NO.
2017111944
O.P.R.T.C.T.

CALLED 15.000 ACRES
9999 WYATT, LLC
DOC. NO. 2024063219
O.P.R.T.C.T.

CALLED 10.744 ACRES
WILLIAM C. MORGAN
DOC. NO. 2022122365
O.P.R.T.C.T.

LAKE TRAVIS
ISD
DOC. NO.
2017111944
O.P.R.T.C.T.

REMAINDER OF A
CALLED 64.105 ACRES
TL 99 LLC
DOC. NO. 2022103400
O.P.R.T.C.T.

CALLED 135.612
ACRES
TRAVIS COUNTY
DOC. NO. 2024055859
O.P.R.T.C.T.

CALLED 37.007 ACRES
TRAVIS COUNTY
DOC. NO. 2024055859
O.P.R.T.C.T.



ACCESS TRACTS EXHIBIT "F"

MALONE ★ WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of an Access Easement Agreement for Property Located at 5406 Reimers-Peacock Road, Spicewood, Texas 78669

RECOMMENDED ACTION

Administration recommends approval of an access easement for the property located at 5406 Reimers-Peacock Road, Spicewood, Texas 78669 for the Reimer's Road private drive project and authorize execution of the easement by the Board President.

RATIONALE

As a part of the ongoing development of the Reimer's Road private drive project, the District has requested that an access easement agreement is made and entered into by LTISD and the owner of the property located at 5406 Reimers-Peacock Road, Spicewood, Texas 78669. Portions of the LTISD access tract and other portions of the LTISD land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements granted and conveyed to multiple parcels of land adjacent and near to the LTISD land. The property owner agrees to grant access to the property in order to construct the LTISD private drive and new driveway aprons connecting the owner's property to the LTISD private drive subject to the terms of the agreement.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Chad Crowson – General Counsel

ATTACHMENTS

Access Easement Agreement for 5406 Reimers-Peacock Road

MEETING DATE

August 20, 2025

E. A segment of the LTISD Driveway will be constructed on an approximately 130' wide portion of the LTISD Land containing approximately 10.89 acres, as described in the attached **Exhibit C** ("**LTISD Access Tract**").

F. The LTISD Access Tract and other portions of the LTISD Land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements (collectively, the "**60' Wide Reimers Access Easement**") granted and conveyed to multiple parcels of land adjacent and near to the LTISD Land, as described in the Easement and Right-of-Way Agreements listed in the attached **Exhibit B** ("**Reimers Access Easement Agreements**").

G. The existing paved road within the 60' Wide Reimers Access Easement on the LTISD Land is a portion of the Reimers-Peacock Road vacated by an order approved by the Travis County Commissioners Court on June 13, 1983 ("**Vacated Road**").

H. The northern terminus of the Vacated Road ends at the southern terminus of the public Reimers-Peacock Road that provides access to and from the Vacated Road to SH 71W.

I. Grantee is the owner of Lot 1, Block A, Shields-Neal Subdivision, according to the map or plat thereof, recorded in Document No. 201600286, Official Public Records of Travis County, Texas ("**Grantee's Property**").

J. Grantee's Property has an appurtenant easement right to use the sixty foot (60') wide Reimers Access Easement described in Exhibit A attached to the March 3, 1993, *Easement and Right-of-Way Agreement* recorded in Volume 11928, Page 2384, Real Property Records of Travis County, Texas ("**Grantee's Reimers Access Easement Rights**").

K. Grantor is the assignee and successor to the grantors of the Reimers Access Easement Agreements to the extent such Easement Agreements burden the LTISD Land.

L. Grantor will construct the LTISD Driveway in accordance with the Site Development Permit (Travis County case # 24-48335) approved and released by Travis County, LCRA and the Travis County Fire Marshal ("**Site Development Permit**").

M. Grantor acquired an approximately 5.517-acre portion of the LTISD Land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas for purpose of aligning the LTISD Driveway to intersect SH 71W at the Bob Wire traffic signal. The portion of the 5.517 acre-tract to be used for LTISD Driveway is individually referred to herein as the "**Second Access Tract.**"

N. Subsequently, Grantor acquired a 0.287-acre portion of the LTISD Land, described as "Tract 1" in the Special Warranty Deed recorded in Document No. 2024009615, Travis County Official Public Records "**Third Access Tract.**"

O. The Second Access Tract, and the Third Access Tract upon which LTISD will construct the most northern segment of the LTISD Driveway are as depicted in the attached **Exhibit E**.

P. The LTISD Access Tract, the Second Access Tract, and the Third Access Tract, as depicted in the attached **Exhibit F**, are referred to collectively as the “**LTISD Driveway Tract.**”

Q. TxDOT requires LTISD to close and block access between the Vacated Road and the Reimers-Peacock Road public road after the completion of the LTISD Driveway, thus preventing Grantee from using Grantee’s Reimers Access Easement Rights to access SH 71 W from Grantee’s Property.

R. Grantor desires to grant Grantee’s Property appurtenant access easement rights across portions of the Second Access Tract and the Third Access Tract to use the LTISD Driveway for access to and from SH 71W.

S. Subject to the terms of this Agreement, Grantee has agreed to amend and restate all rights and benefits under the Reimers Access Easement Agreements and all other access rights appurtenant to Grantee’s Property and such other access rights that are held in gross by Grantee.

T. In consideration of Grantee’s agreement to amend and restate all rights and benefits under the Reimers Access Easement Agreements and all other access rights appurtenant to Grantee’s Property and such other access rights that are held in gross by Grantee, Grantor has agreed to grant to Grantee’s Property a private access easement on and across the LTISD Driveway including across the Additional Access Easement Tracts for access to and from SH 71 W (“**Grantee’s Restated Access Easement Rights**”).

U. Grantor and Grantee previously executed a Temporary Construction Easement Agreement by which Grantee has granted Grantor a temporary easement for the reconfiguration and reconstruction of portions of Grantee’s driveways on Grantee’s Property.

V. Grantor and Grantee desire to amend and restate the respective rights and obligations of Grantor and Grantee with respect Grantee’s 2025 Access Easement Rights as set forth below.

NOW, THEREFORE, in consideration of the above stated Recitals, the benefits to the Parties from replacing the Vacated Road with the LTISD Driveway, the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE 1

RECITALS; EFFECT OF AGREEMENT

1.1 **Recitals.** The Parties hereby agree that the recitals set forth above, including the defined terms,

and the Exhibits attached to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement.

1.2 **Effect of Agreement.** Upon the final approval and execution of this Agreement by Grantor and Grantee, this Agreement shall supersede all Reimers Access Easement Agreements applicable to Grantee's Property and said Reimers Access Easement Agreements shall be of no further force and effect. Further, upon the execution of this Agreement by Grantor and Grantee, the Parties hereby waive and release all potential claims of default under the Reimers Access Easement Agreements applicable to Grantee's Property. Additionally, Grantee hereby releases and terminates all of Grantee's rights and benefits under or pursuant to all other recorded and unrecorded, known or unknown instruments and appurtenant access easements benefiting Grantee's Property and all in gross access easements benefiting Grantee that grant access rights to cross the LTISD Land ("**Grantee's Access Rights**"). Grantee hereby releases and terminates any or all appurtenant and in gross access rights to cross the LTISD Land created or recognized by Texas common law or created by Texas statutes, including the vacation of Reimers-Peacock Road by Travis County and such access rights are hereby of no further force or effect. Upon the effective date of this Agreement, access rights of Grantee's Property to cross the LTISD Land shall be set forth in this Agreement. If any provision of this Agreement is adjudged by a court of competent jurisdiction to not be legally effective, then the Parties agree that the terms of this Agreement shall supersede and control over such easement rights, access rights, and beneficial rights to cross the LTISD Land described in this Section. Nothing in this Agreement is intended to or should be construed as granting in gross easement rights to Grantee.

ARTICLE 2

GRANT OF ACCESS EASEMENT

2.1 **Grant of Access Easement.** Subject to the terms of this Agreement LTISD hereby GRANTS and CONVEYS, for the purposes and uses set forth herein, a non-exclusive access easement over and across the LTISD Driveway Tract depicted in the attached **Exhibit F** to the benefit of Grantee's Property, but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement rights to Grantee and his successors, heirs, and assigns forever ("**2025 Access Easement**"). Grantor binds itself and its successors and assigns to warrant and forever defend the easement rights granted to Grantee, his successors, heirs, and assigns against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through or under Grantor but not otherwise. Grantee's Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject

to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to Grantee's Property and any portion thereof, subject to this Agreement, and shall be binding on all persons having any right, title, or interest in all or any portion of Grantee's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof. The LTISD Driveway Tract shall be held, sold, transferred, conveyed, used, occupied, or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to the LTISD Driveway Tract and any portion thereof, subject to this Agreement, and shall be binding on all persons having any right, title, or interest in all or any portion of the LTISD Driveway Tract, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the LTISD Driveway Tract. Grantee acknowledges and agrees that prior to the execution of this Agreement, Grantee's Property did not have any access easement rights on or across the Second Tract or the Third Tract described in the attached **Exhibit E** (collectively, the "**Additional Access Easement Tract**").

- 2.2 **Purpose of 2025 Access Easement.** To provide free and uninterrupted vehicular access between Grantee's Property and SH71W and from Grantee's Property to the mailbox kiosk to be installed at the approximate location shown on the attached **Exhibit E**. If a sidewalk is constructed adjacent to and along the LTISD Driveway, Grantee shall have free and uninterrupted pedestrian access and use of such sidewalk; provided, however, Grantee may only cross the LTISD Driveway at marked pedestrian crossings. Further, Grantee, his invitees, employees, agents, contractors, tenants, occupants, customers, and guests hereby assume all risk when crossing or using the LTISD Driveway for vehicular, non-motorized vehicles, including bicycles, and pedestrian uses. The easements, rights and privileges granted and imposed hereby shall be for the use and mutual benefit of Grantor and Grantee, and their respective employees, agents, contractors, tenants, occupants, customers, invitees, licensees.
- 2.3 **Duration of Easement.** Subject to the terms of this Article 2, the duration of the 2025 Access Easement is perpetual.
- 2.4 **Exceptions to Title Warranty.** The grant of easements set forth in Article 2 and Article 3 are subject to all easements, rights of way, and prescriptive rights whether of public record or not as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances.
- 2.5 **Limitations of Easements Granted.** Nothing contained in this Agreement is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the LTISD Land or any portion thereof; or b) a dedication of any right or interest in or to the public.

- 2.6 **Access Prior to Grantor Beginning Construction.** Prior to Grantor beginning the construction of the LTISD Driveway, Grantee shall have the right to use the Vacated Road for access between Grantee's Property and the Reimers-Peacock public road.
- 2.7 **Access During Construction of the LTISD Driveway.** Grantor shall conduct its use of the LTISD Access Tract and the LTISD Driveway Tract in such a manner so as to not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with the use and enjoyment of Grantee's 2025 Access Easement Rights; provided, however, during the construction of the LTISD Driveway, LTISD may close and remove portions of the Vacated Road after LTISD has caused the construction of one or more temporary roads and driveways on the LTISD Driveway Tract to provide access to and from Grantee's Property to SH 71 W ("**Temporary Roads**"). Upon the beginning of the construction of the LTISD Driveway, Grantee's 2025 Access Easement Rights shall be located on and limited to the paved surface of the Vacated Road or to the surface of any Temporary Road until the LTISD Driveway is completed. At the sole discretion of Grantor, the LTISD Driveway may be constructed in phases and the design of the LTISD Driveway shall be at the sole discretion of Grantor subject to Travis County approval of construction plans for the LTISD Driveway.
- 2.8 **Relocation and Reconfiguration of Grantee Driveway Aprons.** Grantee's driveway aprons located on the LTISD Access Tract that connect to the Vacated Road are depicted in the attached **Exhibit D** ("**Grantee's Driveway Aprons**"). During the construction of the LTISD Driveway, Grantor shall have the right, at Grantor's sole discretion, to modify and relocate Grantee's Driveway Aprons so that the modified Grantee's Driveway Aprons connect to the LTISD Driveway and to Grantee's driveway located on Grantee's Property. Grantor's relocation or reconfiguration of Grantee's Driveway Aprons shall not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with Grantee's 2025 Access Easement Rights. Upon completion of the LTISD Driveway, as documented by Travis County's approval of the construction of the LTISD Driveway, Grantee shall be obligated and solely responsible for maintaining, repairing, and replacing Grantee's Driveway Aprons and Grantor shall have no obligation to maintain, repair or replace said Driveway Aprons.
- 2.9 **Final Modification of Grantee's Access Easement Tract.** Upon LTISD notifying Grantee that Grantee may use the LTISD Driveway for vehicular traffic, the vehicular access easement rights granted to Grantee pursuant to this Agreement shall be limited to the paved surface of the LTISD Driveway and Grantee's Driveway Aprons located on the LTISD Driveway Tract, except as otherwise provided in this Agreement.
- 2.10 **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from

the construction and use of LTISD Driveway, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors. The obligations of the Grantee under this provision will survive the termination of this Agreement.

- 2.11 **Reservation of Rights.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the LTISD Driveway Tract for all purposes that do not interfere with or interrupt the use or enjoyment of Grantee's 2025 Access Easement Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee and the right to convey to others the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee. Grantor reserves for Grantor and Grantor's successors and assigns the right to grant easements across, over, and under the LTISD Driveway Tract for the installation, operation, maintenance, and replacement of overhead and underground utility lines, including water, wastewater, and stormwater provided such grants do not interfere in any material way with Grantee's New Access Easement Rights.
- 2.12 **Dedication of LTISD Driveway as Public Road.** Grantee acknowledges that LTISD may dedicate all or segments of the LTISD Driveway to Travis County or other governmental entity (collectively, "**Governmental Entity**"). Grantor shall provide Grantee written notice of Grantor's intent to dedicate all or a portion of the LTISD Driveway to a Governmental Entity ("**Notice of Dedication**"). Grantee acknowledges and agrees that a Governmental Entity may require the termination of Grantee's Reimers Access Easement Rights prior to the acceptance of the LTISD Driveway and associated right of way as a public road. The term "public road" means a road that is owned, operated and maintained by Governmental Entity whose normal governmental function includes the operation of roads open to the public. In no event will LTISD's ownership of the LTISD Driveway be construed to make the LTISD Driveway a "public road." At the sole discretion of LTISD, the LTISD Driveway may be operated as either a private driveway or public road.
- 2.13 **Termination of Grantee's 2025 Access Easement Rights.** After Grantor has sent a Notice of Dedication to Grantee, Grantor, its successors and assigns shall have the right to unilaterally terminate Grantee's 2025 Access Easement Rights if the following conditions are met: (i) LTISD has completed the construction of the LTISD Driveway, and (ii) LTISD intends to dedicate or convey all of the LTISD Driveway or a portion of the LTISD Driveway located between Grantee's Property and SH 71W to a Governmental Entity as a public road. If a Governmental Entity has agreed to accept all or a portion of the LTISD Driveway as a public road, then Grantor may unilaterally terminate Grantee's 2025 Access Easement Rights by recording in the Official Public Records of Travis County, Texas a *Notice of Termination of Access Easement Rights*. The *Notice of Termination of Access Easement Rights* shall state (i) the LTISD Driveway or the applicable portion of the LTISD Driveway has been constructed,

(ii) Grantor, its successors and assigns intend to dedicate to a Governmental Entity the LTISD Driveway and right-of-way for the LTISD Driveway for ownership and operation, (iii) a Governmental Entity has verified to Grantor that the LTISD Driveway will be accepted for ownership and operation as a public road upon release of Grantee's 2025 Access Easement Rights encumbering the LTISD Driveway, (iv) the Grantee's 2025 Access Easement Rights are terminated with respect to Grantee's Land, (v) upon termination of the Grantee's 2025 Access Easement Rights, Grantee's Property will have an ongoing license to access and use the LTISD Driveway for pedestrian and vehicular ingress and egress until the Governmental Entity accepts the LTISD Driveway and associated right-of-way for ownership and operation, and (vi) upon the Governmental Entity accepting the LTISD Driveway as a public road, the above described ingress and egress license shall automatically terminate and will be of no further force and effect. Grantor, its successors and assigns may record in the Official Public Records of Travis County an affidavit or notice that the LTISD Driveway and associated right of way have been accepted by a Governmental Entity as a public road.

ARTICLE 3

GRANTEE'S RIGHT TO CONSTRUCT A NEW DRIVEWAY

3.1 **Grantee Right to Construct A New Driveway Connecting to the LTISD Driveway.** After the LTISD Driveway is completed and made available to Grantee and Grantee's Property for access use Grantee shall have the right to construct a new driveway connecting Grantee's Property to the LTISD Driveway ("**New Grantee Driveway**"). Grantee must provide Grantor at least thirty (30) days' advance written notice of Grantee's intent to apply to Travis County for a development permit to construct a New Grantee Driveway ("**Notice of Intent**"). The Notice of Intent must include a dimensional drawing showing the location of the proposed New Grantee Driveway and a survey plat sealed by a licensed surveyor describing the portion of Grantee's Property to be served by the proposed New Grantee Driveway. If the LTISD Driveway is not dedicated as a public road, Grantor will not unreasonably deny or restrict Grantee's right to access the LTISD Driveway at a new location, except as necessary to meet applicable road design safety standards. If Grantor does not provide Grantee a written response to the Notice of Intent within twenty (20) Business Days, the proposed location of the New Grantee Driveway will be deemed approved by Grantor. Prior to constructing a New Grantee Driveway, Grantee must obtain all Travis County permits required to construct the New Grantee Driveway and provide Grantor a copy of the approved Travis County permit(s) at least ten (10) Business Days prior to beginning construction of the New Grantee Driveway. Grantee acknowledges and agrees that the LTISD Driveway must be designed and constructed to Travis County standards for a public road and that Grantee's proposed new Driveway must comply with Travis County requirements for driveway aprons applicable to public rights of way. If the LTISD Driveway becomes a public road, the governmental entity responsible for operating the

LTISD Driveway will have sole authority to determine where New Grantee Driveways may be constructed.

3.2 **Temporary Construction License.** Upon Grantee providing Grantor a complete copy of the Travis County permit to construct a new driveway to Grantee's Property, Grantee shall have a non-exclusive temporary construction license in, upon, over and across the portion of the LTISD Access Tract that is adjacent to Grantee's Property and between Grantee's Property and the closest edge of LTISD Driveway pavement. Unless otherwise approved by Grantor, the Temporary Construction License shall be no wider than a total of forty feet (40') from the edges the proposed New Grantee Driveway ("**License Tract**"). The limits of construction shown on the County approved plans for the construction of Grantee's New Driveway shall not extend beyond the limits of the License Tract unless Grantor and Grantee duly execute a written instrument that describes the approved increase in the size of the License Tract. The Temporary Construction License shall expire upon the earlier of (i) Travis County and Grantor approval of the constructed the New Grantee Driveway and restoration of disturbed portions of the License Tract; or (ii) one hundred twenty (120) days after the day construction begins on Grantee's New Driveway. If construction of the New Grantee Driveway ceases for thirty (30) consecutive days, Grantor may, after the 30th day of no construction, send a notice to Grantee demanding that (i) Grantee complete construction of the driveway and restore all disturbed areas in accordance with the approved development permit within ten (10) Business Days after receipt of said notice; or (ii) Grantee notify Grantor that Grantee has abandoned the construction of the driveway and restore all disturbed areas in accordance with the approved development permit within ten (10) Business Days after receipt of said notice. The obligations of the Grantee to restore and stabilize disturbed areas under this provision will survive the termination of this Agreement.

3.3 **Restoration of License Tract and Repair of Damages.** If Grantee fails or refuses to properly restore disturbed areas on the License Tract and the LTISD Driveway or to repair damage to the LTISD Driveway within thirty (30) days after receipt of Grantor's written notice of Grantee's failure to comply with this Article 3, then Grantor may send Grantor a notice that Grantor intends to restore disturbed areas and repair damages caused by Grantee's actions and the actions of Grantee's contractors ("**Notice of Intent to Repair**"). If Grantee fails to properly restore disturbed areas and repair damages within thirty (30) days after Grantor sends Grantee a Notice of Repair, then Grantor shall have the right but not the obligation to pursue any remedy described in Section 4.3 below or to restore disturbed areas in the License Tract and LTISD Land and repair damages to the LTISD Driveway and related infrastructure. If Grantor restores disturbed areas and repairs damage, then Grantee shall be liable for all costs and expenses reasonably incurred by Grantor in performing such repairs or restoration ("**Repair Costs**"), and Grantee shall reimburse Grantor the Repair Costs within thirty (30) days after receipt of Grantor's demand for payment of the Repair Costs, together with reasonable documentation

supporting the expenditures made by Grantor. If Grantee does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs.

- 3.4 **Compliance with Laws.** During the construction, maintenance, repair, and use of Grantee's New Driveway, Grantee shall comply with all applicable laws, codes, ordinances, construction plans approved by Travis County and the LCRA, and governmental regulations.
- 3.5 **Insurance Coverage.** All contractors engaged by Grantee to construct the New Grantee Driveway ("**Contractors**") must obtain a general liability insurance policy with the following limits: \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage and \$2 million umbrella liability policy before entering the License Tract. At least ten (10) Business Days before construction activities begin on the License Tract, the Grantee must provide to Grantor certificates of insurance documenting at least the minimum coverage amounts required by this Agreement. All certificates of insurance must include Grantor as an additional insured. The insurance coverage must be effective before the Contractors enter the License Tract and remain in effect until the appropriate Governmental Entity approves the construction of Grantee's New Driveway and the restoration of the License Tract.
- 3.6 **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from the construction and use of Grantee's New Driveway, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors.
- 3.7 **Grantee Driveway Access Easement.** Grantee shall provide Grantor an "as-built" survey of the Grantee Driveway. Upon Travis County or a Governmental Entity approving the construction of Grantee's Driveway and restoration of disturbed areas, and upon LTISD approving the construction of Grantee's Driveway and restoration of disturbed areas within the License Tract, the vehicular access easement rights granted to Grantee pursuant to this Article 3 shall be limited to the footprint of Grantee's Driveway, as shown on the "as-built" survey approved by ("**Grantee's New Driveway Access Easement**"). Notwithstanding the preceding sentences of this Section, Grantor may condition Grantor's approval of Grantee's New Driveway Grantee providing reasonable financial assurances that Grantee will cause the removal of all liens from the LTISD Land relating to the construction of the Grantee's New Driveway.
- 3.8 **Obligations Survive Termination of Agreement.** The obligations of the Grantee under this Article 3 will survive the termination of this Agreement.

ARTICLE 4

DEFAULT, ENFORCEMENT

- 4.1 **Breach.** It is expressly agreed that no breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Parties may have by reason of any breach of this Agreement.
- 4.2 **Notice of Breach.** If a Party breaches or otherwise fails to comply with the terms and covenants set forth herein, and such breach or failure continues for ten (10) Business Days after the non-breaching Party delivers written notice to the other Party of such breach or failure, the non-breaching Party shall have the right, but not the obligation, to take such actions as are necessary to remedy or cure the applicable breach or failure. All costs and expenses incurred in exercising the rights set forth in this Section 4.2 shall be promptly reimbursed within thirty (30) calendar days after written demand.
- 4.3 **Rights of Enforcement.**
- a. The Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
 - b. If the breaching Party fails to cure the breach in accordance with Section 4.2 above and the non-breaching Party cures the breach, then the breaching Party shall reimburse the non-breaching Party within thirty (30) days after receipt of the non-breaching Party's demand for payment of the costs to cure the breach, together with reasonable documentation supporting the expenditures made by non-breaching Party ("**Reimbursement Payment**"). If the breaching Party does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs.
 - c. If the Grantor restores disturbed areas and repairs damage, then Grantee shall be liable for all costs and expenses reasonably incurred by Grantor in performing such repairs or restoration ("**Repair Costs**"), and Grantee shall reimburse Grantor the Repair Costs within thirty (30) days after receipt of Grantor's demand for payment of the Repair Costs, together

with reasonable documentation supporting the expenditures made by Grantor. If Grantee does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs. The obligations of Grantee under this provision will survive the termination of this Agreement.

- 4.4 **Attorney's Fees.** If either Party retains an attorney to enforce this Agreement, the party prevailing in any resulting litigation shall be entitled to recover reasonable attorney's fees and court costs and other costs.
- 4.5 **Waiver.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitations period has run.
- 4.6 **Legal Construction.** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter includes the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 4.7 **Choice of Law and Venue.** This Agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.
- 4.8 **Notices.** All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by electronic mail and shall be deemed to be delivered (i) upon the second attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic mail.
- 4.9 **Obligations Survive Termination of Agreement.** The obligations of the Grantee under this Article 4 will survive the termination of this Agreement.

ARTICLE 5

GENERAL PROVISIONS

- 5.1 **Effective Date; Recordation.** The effective date of this Agreement will be date upon which both Parties have duly executed this Agreement. Grantor's selected title company will be responsible for recording this Agreement in the Official Public Records of Travis County, Texas.
- 5.2 **No Third-Party Beneficiary.** The provisions of this Agreement are for the benefit of the Parties and their respective successor or assignee and are not for the benefit of any third-party. Accordingly, no third-party shall have the right to enforce the provisions of this Agreement.
- 5.3 **Severability.** In the event any term, covenant, condition, provisions or agreement contained herein is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.
- 5.4 **Binding Effect.** This agreement binds and inures to the benefit of the Parties and their respective successors and assigns. This Agreement and the rights, benefits and burdens of this Agreement shall be deemed and held to be covenants appurtenant to and running with title to the fee simple estate of Grantee's Property and the LTISD Driveway Tract.
- 5.5 **Modification.** Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by a duly authorized representative of each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.
- 5.6 **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.
- 5.7 **Business Day.** means any day that the administrative offices of the Lake Travis Independent School District are open. During the summer months between school years, the administrative offices are open Monday through Thursday.
- 5.8 **Counter Parts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Access Easement Agreement on the date indicated below.

GRANTOR:

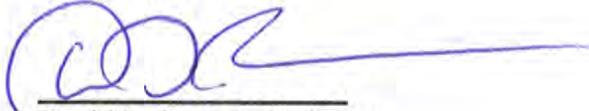
Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Lauren White
Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2025, by Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

GRANTEE:



David Jackson, a single man

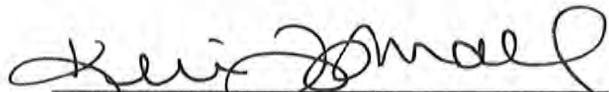
STATE OF TEXAS

§
§
§

COUNTY OF ~~TRAVIS~~ *Smith*

This instrument was acknowledged before me on this the 9 day of July, 2025, by David Jackson.

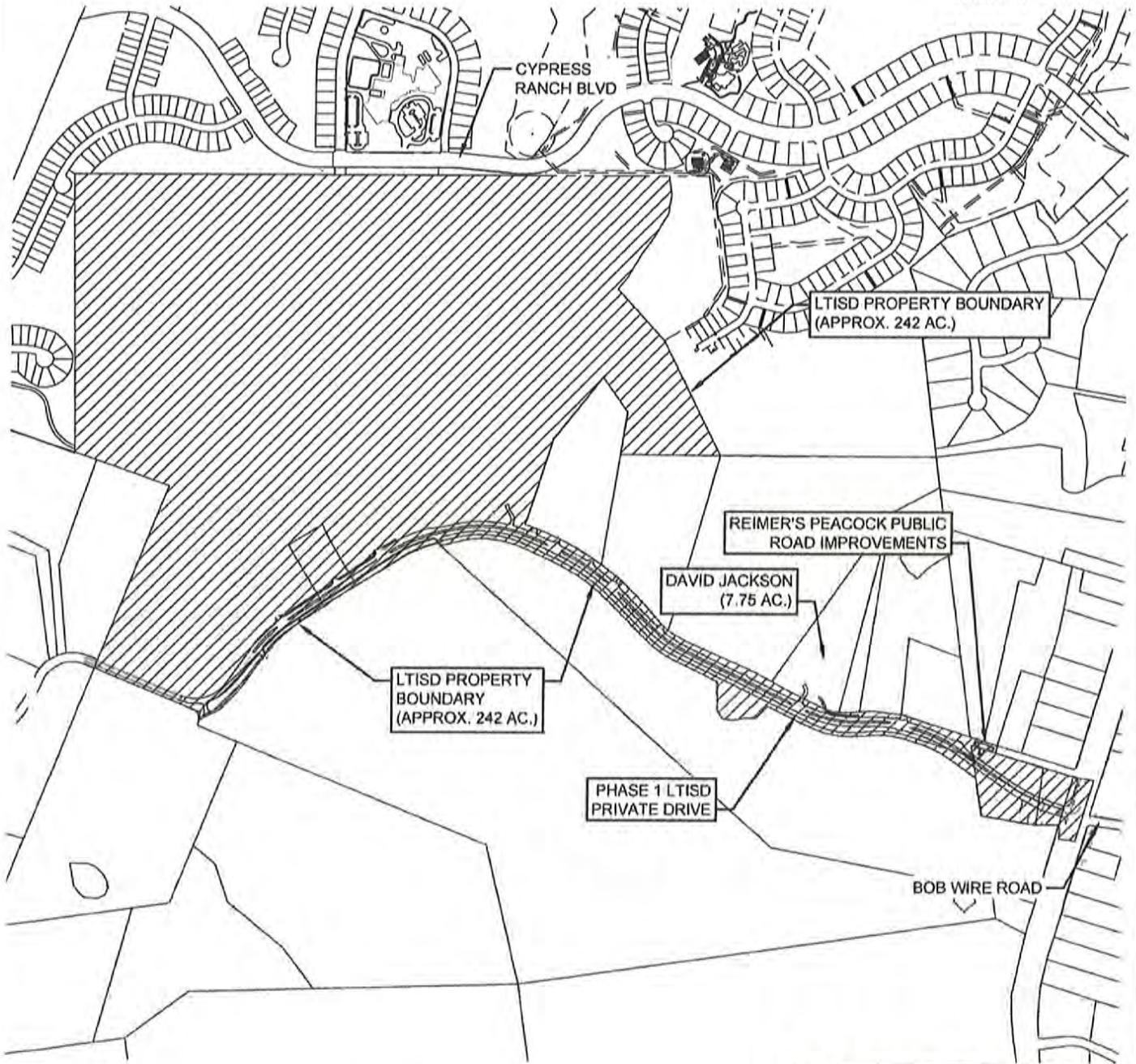




Notary Public, State of Texas



0 1000'
SCALE: 1" = 1000'



**LTISD 242-ACRE PROPERTY
EXHIBIT "A"**

MALONE ★ WHEELER
SINCE INC., 1918

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

EXHIBIT "B"

ACCESS EASEMENT AGREEMENTS

- Vol. 11928, Pg. 2366, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers (JHR)
Grantee: JHR as Trustees of the Madison Marie Jones Trust (access easement to 19.70 acre tract)
- Vol. 11928, Pg. 2372, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the Spencer Chase Jones Trust (access easement to 18.331 acre tract)
- Vol. 11928, Pg. 2378, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the John Craig Hert Trust (access easement to 51.38 acre tract)
- Vol. 11928, Pg. 2384, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Cacie Lenora Collier (access easement to 58.09 acre tract)
- Vol. 11928, Pg. 2390, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Maelita Collier Jones (access easement to 13.04 and 37.00 acre tract)
- Vol. 11928, Pg. 2397, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Chad Matthew Gilley (access easement to 13.00 and 37.00 acre tract)
- Vol. 11955, Pg. 119, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: L.V. Collier and Ethel Collier (access easement to 4.75 acre tract)
- Vol. 13288, Pg. 227, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and wife, Lenora Reimers
Grantee: Katherine Louise Mershon (access easement to 13.17 acre tract)
- Doc. #1999109310, Official Public Records of Travis County, Texas:
Grantor: Cacie Lenora Collier, aka Cacie L. Mershon and Thomas J. Mershon
Grantee: Lenora Reimers (warranty deed to 19.56 acres and 60' access easement)
- Doc. #2000053049, Official Public Records of Travis County, Texas:
Grantor: Lenora Reimers (aka Frankie Lenora Reimers) individually and as Independent Executor of the estate of John Reimers (aka John Henry Reimers) deceased and Lester V. Collier as Trustee of the Testamentary Trusts created under the last will and testament of John Reimers
Grantee: Hogge Canyon Springs, LTD (2 access easements)

Doc #2003103740, Official Public Records of Travis County, Texas:

Grantor: Lenora Reimers

Grantee; Kendall L. Collier and Cynthia D. Collier

Doc. #2005095634, Official Public Records of Travis County, Texas:

Grantor: Frankie Lenora Reimers and Lenora Reimers as Independent Executor of the estate of John Reimers (aka John Henry Reimers)

Extension of Easements granted in the following documents:

Volume 11928, Page 2366, Volume 11928, Page 2372, and Volume 11928, Page 2378, of the Real Property Records of Travis County, Texas.

DESCRIPTION OF A 10.89 ACRE TRACT PREPARED FOR EASEMENT PURPOSES ONLY, BY DELTA SURVEY GROUP, INC., IN JUNE 2017 AND LOCATED IN THE ADAMS, BEATY AND MOULTON SURVEY NUMBER 37; ABSTRACT-43 AND THE JOUSHUA B. SHARPLESS SURVEY NUMBER 35; ABSTRACT-2124, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 343.80 ACRES TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2002152377, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 19.33 ACRE TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2007157110, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 10.89 ACRE TRACT AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail in fencepost found for the east corner of a called 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas, same being the south corner of Lot 11, Travis Settlement Business Park a subdivision of record in Document Number 200200093, Official Public Records, Travis County, Texas, and being the northwest terminus of Reimers Peacock Road right-of-way (ROW) (ROW 40') and also being a northwest corner of said remainder of 343.80 acres tract for the **POINT OF BEGINNING**

THENCE with a northeast line of said remainder of 343.80 acres tract, same being the southwest terminus of said Reimers Peacock road, S61°20'53"E a distance of 57.16 feet to a 1" iron pipe found for the west corner of a called 4.010 acre tract conveyed to Jack and Betty Holt and described in Volume 12599, Page 900, Deed Records, Travis County, Texas, and also being the southwest terminus of said Reimers Peacock Road;

THENCE continuing with a northeast line of said remainder of 343.80 acres tract, same being the southeast line of said 4.010 acre tract, S62°14'37"E a distance of 76.42 feet to a ½ inch iron rod with "Delta Survey" cap set;

THENCE leaving said common line and crossing said remainder of 343.80 acres tract the following twelve (12) courses and distances:

1. S53°49'19"W a distance of 458.42 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. with the arc of a curve to the left a distance of 234.87 feet, through a central angle of 21°21'39", having a radius of 630.00 feet, and whose chord bears S43°08'30"W, a distance of 233.52 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. S32°27'40"W a distance of 106.94 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. with the arc of a curve to the right a distance of 321.46 feet, through a central angle of 29°42'26", having a radius of 620.00 feet, and whose chord bears

- S47°18'53"W , a distance of 317.87 feet to a ½ inch iron rod with "Delta Survey" cap set,
5. S62°10'06"W a distance of 1009.56 feet to a ½ inch iron rod with "Delta Survey" cap set,
 6. with the arc of a curve to the right a distance of 206.20 feet, through a central angle of 19°03'21", having a radius of 620.00 feet, and whose chord bears S71°41'47"W , a distance of 205.25 feet to a ½ inch iron rod with "Delta Survey" cap set,
 7. S81°13'27"W a distance of 355.82 feet to a ½ inch iron rod with "Delta Survey" cap set,
 8. with the arc of a curve to the left a distance of 490.35 feet, through a central angle of 20°21'31", having a radius of 1380.00 feet, and whose chord bears S71°02'42"W , a distance of 487.77 feet to a ½ inch iron rod with "Delta Survey" cap set,
 9. S60°51'56"W a distance of 198.48 feet to a ½ inch iron rod with "Delta Survey" cap set,
 10. with the arc of a curve to the left a distance of 464.77 feet, through a central angle of 38°02'31", having a radius of 700.00 feet, and whose chord bears S41°50'41"W , a distance of 456.28 feet to a ½ inch iron rod with "Delta Survey" cap set,
 11. S22°49'25"W a distance of 76.48 feet to a ½ inch iron rod with "Delta Survey" cap set, and
 12. S19°47'44"W at a distance of 54.38 feet passing a south corner of said remainder of 343.8 acres tract, same being a northwest corner of a called 86.823 acre tract (Tract 10) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas in all a total distance of 134.94 feet to a 60D nail found in the called centerline of a sixty foot (60') ingress-egress easement (Reimers Road) described in Volume 12522, Page 1612, Deed Records, Travis County, Texas;

THENCE continuing with said centerline, same being west lines of said 86.823 acres tract and a called 48.438 acre tract (Tract 9) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas, same being east lines of said remainder of 343.80 acres tract and said 19.33 acre tract the following two (2) courses and distances:

1. S14°11'12"W a distance of 121.05 feet to a 60D nail found, and
2. S04°55'07"W a distance of 341.51 feet to a cotton spindle found for the south corner of said 19.33 acre tract, same being in a west line of said 48.438 acre tract, and also being the northeast corner of a remainder of a called 45.010 acre tract conveyed to John Craig Hert and described in Document Number 2000096670, Official Public Records, Travis County, Texas;

THENCE with the south line of said 19.33 acre tract, same being a north line of said remainder of 45.010 acres tract, N84°53'19"W a distance of 30.00 feet to a calculated point;

THENCE leaving said common line and crossing said 19.33 acre tract and said remainder of 343.80 acres tract the following six (6) courses and distances:

1. N04°55'07"E a distance of 343.84 feet to a calculated point,
2. N14°11'12"E a distance of 124.95 feet to a calculated point,
3. N19°47'44"E a distance of 137.20 feet to a calculated point,
4. N22°49'25"E a distance of 77.27 feet to a calculated point,
5. N26°10'15"E a distance of 85.25 feet to a calculated point, and
6. N29°31'06"E a distance of 377.98 feet to a ½ inch iron rod with "RDS" cap found for an east corner of a called 10.744 acre tract conveyed to Kendall and Cynthia Collier and described in Document Number 2003103740, Official Public Records, Travis County, Texas;

THENCE with a north line of said remainder of 343.80 acres tract, same being south lines of said 10.744 acre tract, and of a called 13.17 acre tract conveyed to Katherine Louise Mershon, described in Volume 13288, Page 277, Real Property Records, Travis County, Texas; and a called 19.56 acre tract conveyed to Lenora Reimers and described in Document Number 1999109310, Official Public Records, Travis County, Texas; and of a called 15.85 acre tract conveyed to Lenora Reimers and described in Document Number 2003298808, Official Public Records, Travis County, Texas; and a remainder of a called 38.632 acre tract conveyed to David L. Christopher and described in Document Number 2006115057, Official Public Records, Travis County, Texas; and a called 2.110, 12.96 and said 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas the following nineteen (19) courses and distances:

1. N57°15'04"E a distance of 141.01 feet to a ½ inch iron rod with "RDS" cap found,
2. N62°04'10"E a distance of 171.84 feet to a ½ inch iron rod with "RDS" cap found,
3. N66°50'41"E a distance of 137.11 feet to a ½ inch iron rod with "RDS" cap found,
4. N69°00'11"E a distance of 124.96 feet to a ½ inch iron rod with "RDS" cap found,
5. N74°40'28"E a distance of 159.74 feet to a ½ inch iron rod with "RDS" cap found,
6. N79°26'30"E a distance of 156.05 feet to a ½ inch iron rod with "RDS" cap found,
7. N84°08'18"E a distance of 263.34 feet to a ½ inch iron rod with "RDS" cap found,
8. N76°59'37"E a distance of 50.76 feet to a ½ inch iron rod found,
9. N77°03'29"E a distance of 25.68 feet to a ½ inch iron rod with "RDS" cap found,
10. N65°33'41"E a distance of 115.07 feet to a ½ inch iron rod with "RDS" cap found,
11. N59°52'31"E a distance of 460.03 feet to a ½ inch iron rod with "RDS" cap found,
12. N64°11'26"E a distance of 99.19 feet to a ½ inch iron rod found,
13. N64°33'58"E a distance of 192.03 feet to a ½ inch iron rod with "RDS" cap found,
14. N62°37'26"E a distance of 252.84 feet to a ½ inch iron rod with "RDS" cap found,
15. N56°13'47"E a distance of 70.34 feet to a ½ inch iron rod with "RDS" cap found,
16. N39°52'31"E a distance of 92.66 feet to a ½ inch iron rod with "RDS" cap found,
17. N33°57'16"E a distance of 182.27 feet to a ½ inch iron rod with "RDS" cap found,
18. N42°34'34"E a distance of 191.69 feet to a ½ inch iron rod with "Delta Survey" cap set and

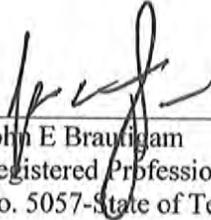
10.89 Acres
Access Easement
LTISD Reimers

Page 4 of 6

19. N53°48'59"E a distance of 481.78 feet to the POINT OF BEGINNING and containing 10.89 acres of land, more or less.

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

Date: 06-20-2017



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

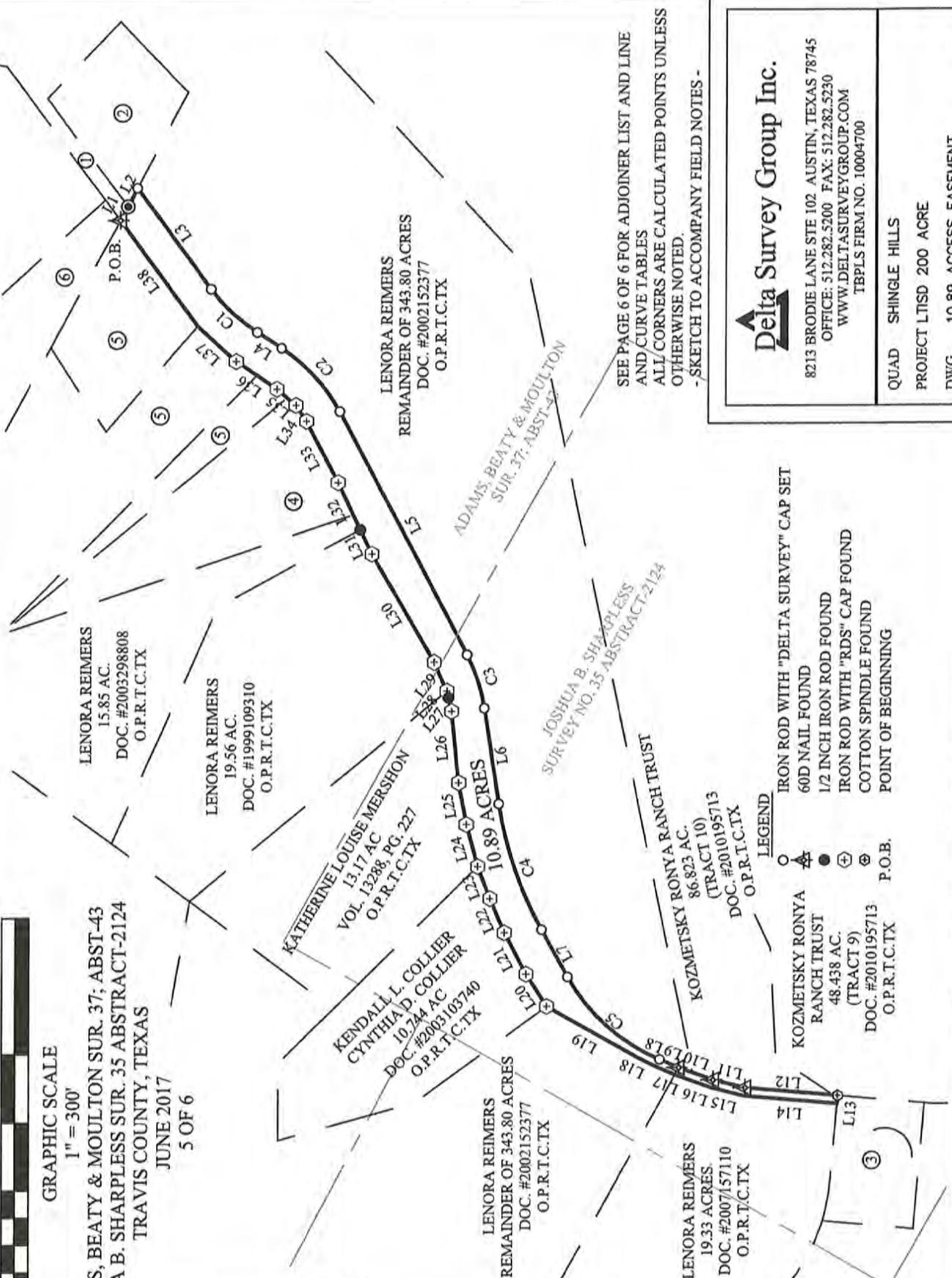


Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700



GRAPHIC SCALE
1" = 300'

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
TRAVIS COUNTY, TEXAS
JUNE 2017
5 OF 6



SEE PAGE 6 OF 6 FOR ADJOINER LIST AND LINE
AND CURVE TABLES
ALL CORNERS ARE CALCULATED POINTS UNLESS
OTHERWISE NOTED.
- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.
8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE: 512.282.5200 FAX: 512.282.5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
PROJECT LT/SD 200 ACRE
DWG. 10.89 ACCESS EASEMENT

- LEGEND**
- IRON ROD WITH "DELTA SURVEY" CAP SET
 - ▲ 60D NAIL FOUND
 - 1/2 INCH IRON ROD FOUND
 - ⊕ IRON ROD WITH "RDS" CAP FOUND
 - ⊗ COTTON SPINDLE FOUND
 - POINT OF BEGINNING

LENORA REIMERS
15.85 AC.
DOC. #2003298808
O.P.R.T.C.TX

LENORA REIMERS
19.56 AC.
DOC. #1999109310
O.P.R.T.C.TX

KATHERINE LOUISE MERSHON
VOL. 13,17 AC
PG. 227
O.P.R.T.C.TX

KENDALL L. COLLIER
CYNTHIA D. COLLIER
10,744 AC
DOC. #2003103740
O.P.R.T.C.TX

LENORA REIMERS
REMAINDER OF 343.80 ACRES
DOC. #2002152377
O.P.R.T.C.TX

ADAMS, BEATY & MOULTON
SUR. 37; ABST-43

JOSHUA B. SHARPLESS
SURVEY NO. 35 ABSTRACT-2124

KOZMETSKY RONYA RANCH TRUST
86,823 AC.
(TRACT 10)
DOC. #2010195713
O.P.R.T.C.TX

LENORA REIMERS
19.33 ACRES
DOC. #2007157110
O.P.R.T.C.TX

KOZMETSKY RONYA
RANCH TRUST
48,438 AC.
(TRACT 9)
DOC. #2010195713
O.P.R.T.C.TX

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

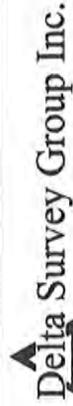
ADJOINER LIST:

- 1 - REIMERS PEACOCK ROAD (60' ROW)
- 2 - JACK H. HOLT AND BETTY L. HOLT, 4.010 ACRES, VOLUME 12599, PAGE 900 DEED RECORDS, TRAVIS COUNTY, TEXAS
- 3 - JOHN CRAIG HERT, REMAINDER OF 45.010 ACRES DOCUMENT NUMBER 2000096670, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 4 - DAVID L. CHRISTOPHER, REMAINDER OF 38.632 ACRES, DOCUMENT NUMBER 2006115057, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 5 - CACIE LENORA COLLIER GAUVIN, 2.110, 12.96 AND 4.74 ACRES, DOCUMENT NUMBER 2014110019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 6 - LOT 11, TRAVIS SETTLEMENT BUSINESS PARK, DOCUMENT NUMBER 2002000093, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S61°20'53"E	57.16'
L2	S62°14'37"E	76.42'
L3	S53°49'19"W	458.42'
L4	S32°27'40"W	106.94'
L5	S62°10'06"W	1009.56'
L6	S81°13'27"W	355.82'
L7	S60°51'56"W	198.48'
L8	N22°49'25"E	0.00'
L9	S22°49'25"W	76.48'
L10	S19°47'44"W	134.94'
L11	S14°11'12"W	121.05'
L12	S04°55'07"W	341.51'
L13	N84°53'19"W	30.00'
L14	N04°55'07"E	343.84'
L15	N14°11'12"E	124.95'
L16	N19°47'44"E	137.20'
L17	N22°49'25"E	77.27'
L18	N26°10'15"E	85.25'
L19	N29°31'06"E	377.98'
L20	N57°15'04"E	141.01'
L21	N62°04'10"E	171.84'
L22	N66°50'41"E	137.11'
L23	N69°00'11"E	124.96'
L24	N74°40'28"E	159.74'
L25	N79°26'30"E	156.05'
L26	N84°08'18"E	263.34'
L27	N76°59'37"E	50.76'
L28	N77°03'29"E	25.68'
L29	N65°33'41"E	115.07'
L30	N59°52'31"E	460.03'
L31	N64°11'26"E	99.19'
L32	N64°33'58"E	192.03'
L33	N62°57'26"E	252.84'
L34	N56°13'47"E	70.34'
L35	N39°52'31"E	92.66'
L36	N33°57'16"E	182.27'
L37	N42°34'34"E	191.69'
L38	N53°48'59"E	481.78'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	630.00'	234.87'	233.52'	S43°08'30"W	21°21'39"
C2	620.00'	321.46'	317.87'	S47°18'53"W	29°42'26"
C3	620.00'	206.20'	205.25'	S71°41'47"W	19°03'21"
C4	1380.00'	490.35'	487.77'	S71°02'42"W	20°21'31"
C5	700.00'	464.77'	456.28'	S41°50'41"W	38°02'31"

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
 JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
 TRAVIS COUNTY, TEXAS
 JUNE 2017
 6 OF 6



8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTSD 200 ACRE
 DWG. 10.89 ACCESS EASEMENT



0 100'
SCALE: 1" = 100'

DAVID JACKSON
(7.75 AC.)

PROPOSED DRIVEWAY #12
RECONNECTION

PROPOSED DRIVEWAY #13
RECONNECTION

PROP. LTISD PRIVATE DRIVE

LAKE TRAVIS INDEPENDENT
SCHOOL DISTRICT PROPERTY
BOUNDARY

EXHIBIT "D"
DAVID JACKSON
DRIVEWAY ACCESS TO LTISD
PRIVATE DRIVEWAY

MALONE★WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



0 100'
SCALE: 1" = 100'

DAVID JACKSON
(7.75 AC.)

PROPOSED DRIVEWAY #12
RECONNECTION

PROPOSED DRIVEWAY #13
RECONNECTION

PROP. LTISD PRIVATE DRIVE

LAKE TRAVIS INDEPENDENT
SCHOOL DISTRICT PROPERTY
BOUNDARY

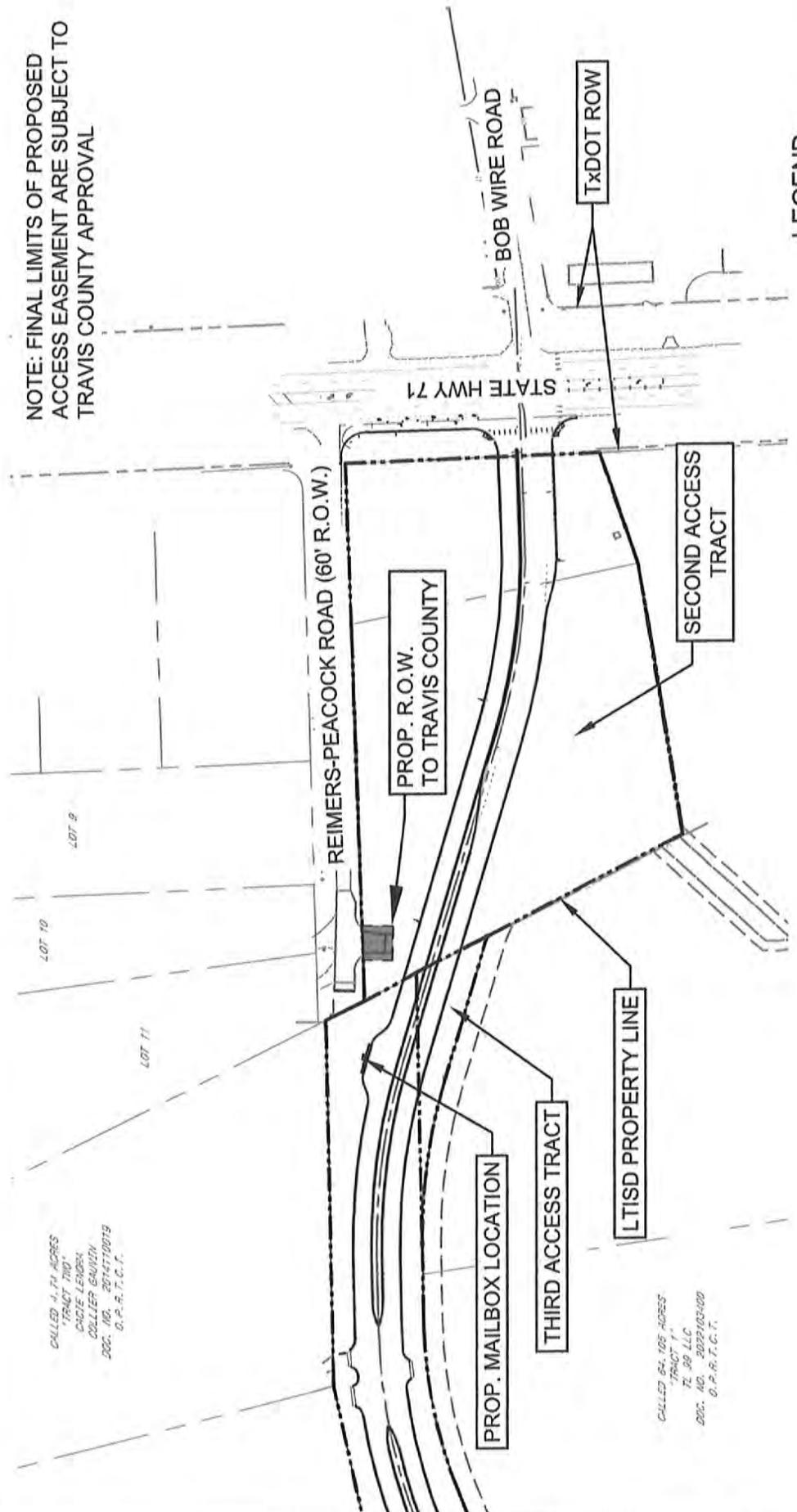
EXHIBIT "D"
DAVID JACKSON
DRIVEWAY ACCESS TO LTISD
PRIVATE DRIVEWAY

MALONE★WHEELER
SINCE INC. 1995

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Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

NOTE: FINAL LIMITS OF PROPOSED ACCESS EASEMENT ARE SUBJECT TO TRAVIS COUNTY APPROVAL



CALLER: J. F. ADRES
 TRACT NO. 1
 CADDY LINDEN
 COLLIER BARNETT
 DOC. NO. 20145710019
 O.P.R. T.C.T.

CALLER: J. F. ADRES
 TRACT NO. 2
 T. J. ADRES
 DOC. NO. 20221031000
 O.P.R. T.C.T.

LEGEND

- PROPERTY BOUNDARY
- █ PROP. ROW TO TRAVIS COUNTY

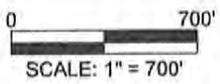
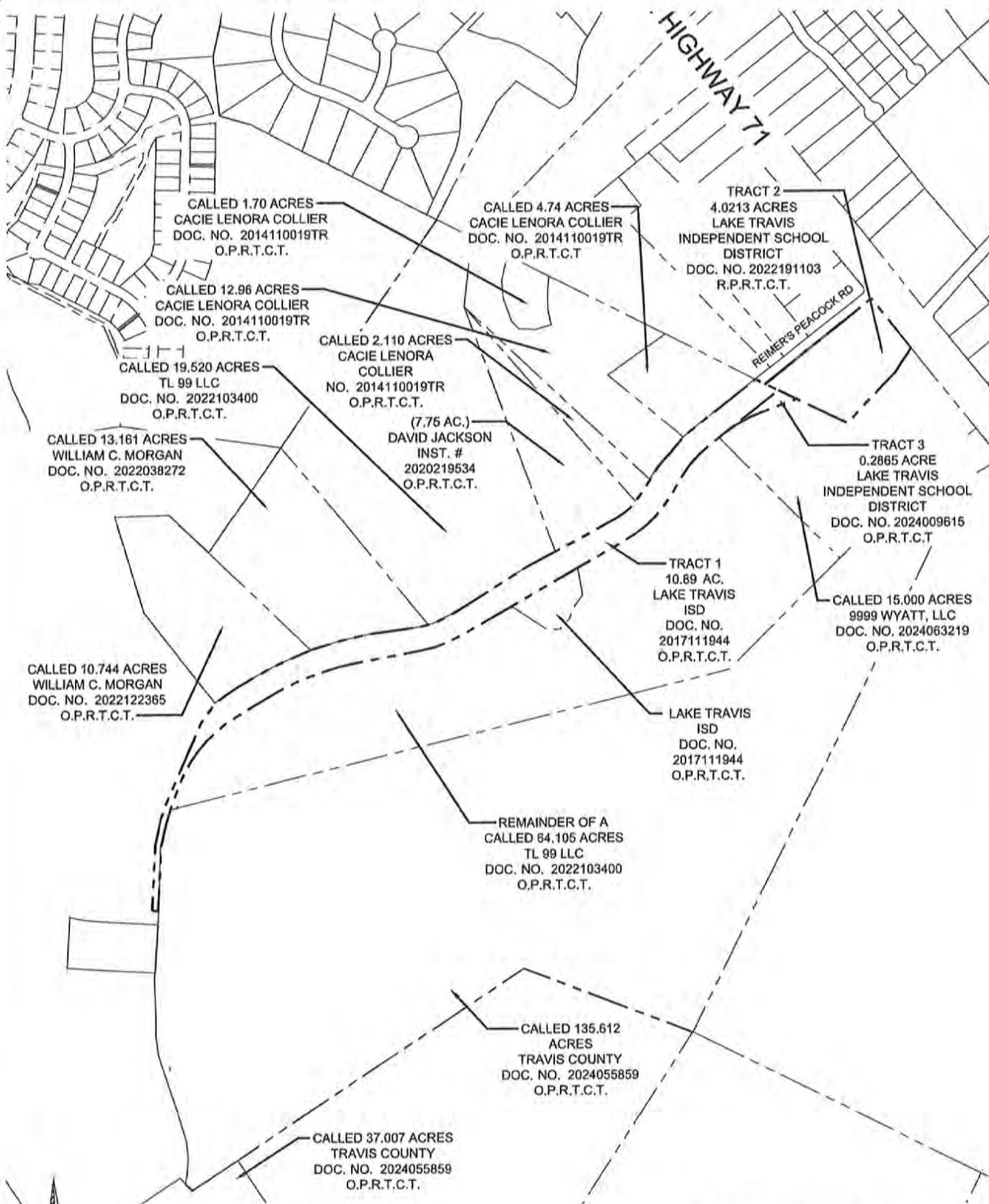
EXHIBIT "E"



LTISD EDUCATIONAL FACILITIES - PHASE 1
PROPOSED ACCESS EASEMENT EXHIBIT
PRIVATE DRIVE



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
 5113 Southwest Pkwy, Suite 260
 Austin, Texas 78735
 Phone: (512) 895-6501
 Fax: Registration No.: F786



**ACCESS TRACTS
EXHIBIT "F"**



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

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Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of an Access Easement Agreement for Property Located at 5418 Reimers-Peacock Road, Spicewood, Texas 78669

RECOMMENDED ACTION

Administration recommends approval of an access easement for the property located at 5418 Reimers-Peacock Road, Spicewood, Texas 78669 for the Reimer's Road private drive project and authorize execution of the easement by the Board President.

RATIONALE

As a part of the ongoing development of the Reimer's Road private drive project, the District has requested that an access easement agreement is made and entered into by LTISD and the owner of the property located at 5418 Reimers-Peacock Road, Spicewood, Texas 78669. Portions of the LTISD access tract and other portions of the LTISD land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements granted and conveyed to multiple parcels of land adjacent and near to the LTISD land. The property owner agrees to grant access to the property in order to construct the LTISD private drive and new driveway aprons connecting the owner's property to the LTISD private drive subject to the terms of the agreement.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Chad Crowson – General Counsel

ATTACHMENTS

Access Easement Agreement for 5418 Reimers-Peacock Road

MEETING DATE

August 20, 2025

E. A segment of the LTISD Driveway will be constructed on an approximately 130' wide portion of the LTISD Land containing approximately 10.89 acres, as described in the attached **Exhibit C (LTISD Access Tract)**.

F. The LTISD Access Tract and other portions of the LTISD Land are burdened by and subject to 60' wide non-exclusive vehicular and pedestrian access easements (collectively, the **60' Wide Reimers Access Easement**) granted and conveyed to multiple parcels of land adjacent and near to the LTISD Land, as described in the Easement and Right-of-Way Agreements listed in the attached **Exhibit B (Reimers Access Easement Agreements)**.

G. The existing paved road within the 60' Wide Reimers Access Easement on the LTISD Land is a portion of the Reimers-Peacock Road vacated by an order approved by the Travis County Commissioners Court on June 13, 1983 (**Vacated Road**).

H. The northern terminus of the Vacated Road ends at the southern terminus of the public Reimers-Peacock Road that provides access to and from the Vacated Road to SH 71W.

I. Grantee is the owner of 10.214 acres of land, more or less out of the A.B.&M. Survey No. 37 in Travis County, Texas, as described by metes and bounds in the Special Warranty Correction Deed recorded in Document No.2006190102, Official Public Records of Travis County (**Grantee's Property**).

J. A portion of the LTISD Land is also burdened and subject to a non-exclusive vehicular and pedestrian access easement granted and conveyed to Grantee by that one certain Easement Agreement for Access recorded in Document No. 2008192506, Official Public Records of Travis County, Texas (**Priest Access Easement Agreement**). Said Access Easement is thirty feet (30') wide and benefits only Grantee's Property by connecting Grantee's Property to the Vacated Road, as partially depicted in the attached **Exhibit D (Priest Access Easement)**. The Priest Access Easement Agreement and Priest Access Easement are explicitly excluded from the term "*Reimers Access Easement Agreements*."

K. Grantor is the assignee and successor to the grantors of the Reimers Access Easement Agreements, to the extent such Easement Agreements burden the LTISD Land, and to the Priest Access Easement Agreement.

L. Concurrent with Grantor's acquisition of 190.5 acres in 2017, Grantee and Grantor entered into the First Supplement to Easement and Right-of-Way Agreement having an effective date of July 12, 2017, and recorded in Document No. 2017121260, Official Public Records of Travis County, Texas (**Supplement to Reimers Easement Agreement**).

M. Grantor will construct the LTISD Driveway in accordance with the Site Development Permit (Travis County case # 24-48335) approved and released by Travis County, LCRA and the Travis County Fire Marshal (**Site Development Permit**).

N. Grantor acquired an approximately 5.517-acre portion of the LTISD Land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas for purpose of aligning the LTISD Driveway to intersect SH 71W at the Bob Wire traffic signal. The portion of the 5.517 acre-tract to be used for LTISD Driveway is individually referred to herein as the “**Second Access Tract.**”

O. Subsequently, Grantor acquired a 0.287-acre portion of the LTISD Land, described as “Tract 1” in the Special Warranty Deed recorded in Document No. 2024009615, Travis County Official Public Records “**Third Access Tract**”.

P. The Second Access Tract and the Third Access Tract are depicted in the attached **Exhibit E**.

Q. The LTISD Access Tract, the Second Access Tract, and the Third Access Tract are depicted in the attached **Exhibit F** and are referred to collectively as the “**LTISD Driveway Tract.**”

R. TxDOT requires LTISD to close and block access between the Vacated Road and the Reimers-Peacock Road public road after the completion of the LTISD Driveway, thus preventing Grantee from using Grantee’s Reimers Access Easement Rights to access SH 71 W from Grantee’s Property.

Q. Grantor desires to grant Grantee’s Property appurtenant access easement rights across portions of the LTISD Driveway Tract to use the LTISD Driveway for access to and from SH 71W.

U. Grantor desires to amend and restate the terms, rights, and obligations of the Priest Access Easement Agreement.

V. Subject to the terms of this Agreement, Grantee has agreed to amend and restate all rights and benefits under the Reimers Access Easement Agreements, the Priest Access Easement Agreement, and all other access rights appurtenant to Grantee’s Property and such other access rights held in gross by Grantee.

S. In consideration of Grantee’s agreement to amend and restate all rights, obligations, and benefits under the Reimers Access Easement Agreement, Supplement to Reimers Easement Agreement the Priest Access Easement Agreement, all other access rights appurtenant to Grantee’s Property, and such other access rights held in gross by Grantee, Grantor has agreed, subject to the terms of this Agreement, to grant to Grantee’s Property a private access easement on and across the LTISD Land.

NOW, THEREFORE, in consideration of the above stated Recitals, the benefits to the Parties from replacing the Vacated Road with the LTISD Driveway, the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE 1

RECITALS; EFFECT OF AGREEMENT

- 1.1 **Recitals**. The Parties hereby agree that the Recitals set forth above, including the defined terms, and the Exhibits attached to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement.
- 1.2 **Effect of Agreement**. Upon the final approval and execution of this Agreement by Grantor and Grantee,
- a. this Agreement shall supersede all Reimers Access Easement Agreements applicable to Grantee's Property, as modified by the First Supplement;
 - b. this Agreement shall supersede the Priest Access Easement Agreement,
 - c. all Reimers Access Easement Agreements applicable to Grantee's Property, as modified by the First Supplement and the Priest Access Easement Agreement are hereby of no further force and effect;
 - d. the Parties hereby waive and release all known and unknown potential claims of default under or pursuant to the Priest Access Easement Agreement and pursuant to the Reimers Access Easement Agreements, as modified by the First Supplement, which are applicable to Grantee's Property;
 - e. Grantee hereby releases and terminates all of Grantee's rights and benefits under or pursuant to all other recorded and unrecorded, known or unknown instruments and appurtenant access easements benefiting Grantee's Property and all in gross access easements benefiting Grantee that grant access rights to cross the LTISD Land;
 - f. Grantee hereby releases and terminates all common law and statutory access rights to cross the LTISD Land, created or recognized by Texas common law or created by Texas statutes, including the vacation of Reimers-Peacock Road by Travis County and such released rights are of no further force or effect; and
 - g. All access rights appurtenant to Grantee's Property to cross the LTISD Land shall be set forth in this Agreement.

ARTICLE 2

GRANT OF ACCESS EASEMENTS

- 2.1 **Grant of Access Easements**. Subject to the terms of this Agreement, Grantor hereby GRANTS and CONVEYS, for the purposes and uses set forth herein, non-exclusive access easements over and across portions of the LTISD Land that are described as follows: a) the LTISD Driveway Tract, as depicted on the attached **Exhibit F** (Grantee's LTISD Driveway

Access Easement); b) the portion of the LTISD Driveway Tract necessary to connect the Priest Driveway to the LTISD Driveway, as depicted on the attached **Exhibit D (Priest Driveway Apron Easement)**, and c) the portion of the LTISD Land encumbered by the Priest Access Easement, as described below, each easement is for the benefit of Grantee's Property, but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement rights to Grantee and their successors, heirs, and assigns forever. Grantor binds itself and its successors and assigns to warrant and forever defend the easement rights herein granted for the benefit of Grantee's Property against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through or under Grantor but not otherwise. Grantee's Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, and easements set forth in this Agreement which shall run with the title to Grantee's Property and any portion thereof, and shall be binding on all persons having any right, title, or interest in all or any portion of Grantee's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof. The LTISD Driveway Tract shall be held, sold, transferred, conveyed, used, occupied, or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to the LTISD Driveway Tract and any portion thereof, and shall be binding on all persons having any right, title, or interest in all or any portion of the LTISD Driveway Tract, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the LTISD Driveway Tract.

The portion of the LTISD Land encumbered by the Priest Access Easement shall be held, sold, transferred, conveyed, used, occupied, or otherwise encumbered subject to the covenants, conditions, and easements hereinafter set forth, which shall run with the title to the portion of the LTISD Land encumbered by the Priest Access Easement and any portion thereof, and shall be binding on all persons having any right, title, or interest in all or any portion of the portion of the LTISD Land encumbered by the Priest Access Easement, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the portion of the LTISD Land encumbered by the Priest Access Easement. Grantee acknowledges and agrees that prior to the execution of this Agreement, Grantee's Property did not have any access easement rights on or across the Second Access Tract or the Third Access Tract depicted in the attached **Exhibit E**.

2.2 **Purpose of Grantee's Restated Access Easements.** Grantee's LTISD Driveway Access Easement, the Priest Driveway Apron Easement, and Priest Access Easement are referred to collectively as "**Grantee's Restated Access Easements.**" Subject to the terms of this

Agreement, the purpose of the Grantee's Restated Access Easements is to provide free and uninterrupted vehicular access between Grantee's Property and SH71W and from Grantee's Property to the mailbox kiosk to be installed at the approximate location shown on the attached **Exhibit E**. If a sidewalk is constructed adjacent to and along the LTISD Driveway, Grantee shall have free and uninterrupted pedestrian access and use of such sidewalk; provided, however, Grantee may only walk cross the LTISD Driveway at marked pedestrian crossings. Further, Grantee, their invitees, employees, agents, contractors, tenants, occupants, customers, and guests hereby assume all risk when crossing or using the LTISD Driveway, Priest Driveway Apron Easement, or the Priest Access Easement for vehicular, non-motorized vehicles, including bicycles, and pedestrian uses. The easements, rights and privileges granted and imposed hereby shall be for the use and mutual benefit of Grantor and Grantee, and their respective employees, agents, contractors, tenants, occupants, customers, invitees, licensees.

- 2.3 **Duration of Easements**. Subject to the terms of this Article 2, the duration of the Grantee's Restated Access Easements are perpetual.
- 2.4 **Exceptions to Title Warranty**. Subject to Section 1.2 above, the Grantee's Restated Access Easements granted in this Article 2 are subject to all easements, rights of way, and prescriptive rights whether of public record or not as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances.
- 2.5 **Limitation of Easements Granted**. Nothing contained in this Agreement is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the LTISD Land or any portion thereof; or b) a dedication of any right or interest in the LTISD Land or any portion thereof to the public.
- 2.6 **Access Prior to Grantor Beginning Construction of the LTISD Driveway**. Prior to Grantor beginning construction of the LTISD Driveway, Grantee shall have the right to use the Priest Access Easement and the Vacated Road for vehicular and pedestrian access between Grantee's Property and the public Reimers-Peacock Road.
- 2.7 **Access During Construction of the LTISD Driveway**. During the construction of the LTISD Driveway, Grantor shall conduct its use of the LTISD Driveway Tract and the Priest Access Easement in such a manner so as to not prevent Grantee from the use of or unreasonably interfere (except for temporary periods during repair or construction activities) with the use and enjoyment of Grantee's Restated Access Easements; provided, however, during the construction of the LTISD Driveway, Grantor may close and remove portions of the Vacated Road after Grantor has caused the construction of one or more temporary roads and driveways on the LTISD Driveway Tract to provide access to and from Grantee's Property to the public Reimers-Peacock Road or SH 71 W (**Temporary Roads**). The term "*Temporary Roads*" includes temporary modifications to the Priest Driveway and Priest Driveway Apron located within the LTISD Driveway Easement Tract. Upon the beginning of the construction of the

LTISD Driveway, Grantee's LTISD Driveway Access Easement Rights shall be located on and limited to the paved surface of the Vacated Road and to the surface of Temporary Roads until the LTISD Driveway is completed. At the sole discretion of Grantor, the LTISD Driveway may be constructed in phases and the design of the LTISD Driveway and the Priest Driveway Apron shall be at the sole discretion of Grantor subject to Travis County approval of the construction plans.

2.8 **Relocation and Reconfiguration of Priest Driveway Apron.** The Priest Driveway Apron Easement is depicted in the attached **Exhibit D.** During the construction of the LTISD Driveway, Grantor shall have the right, at Grantor's sole discretion, to modify and relocate the Priest Driveway Apron so that the modified Priest Driveway Apron connects the Priest Access Easement to the LTISD Driveway. Grantor's relocation or reconfiguration of the Priest Driveway Apron shall not prevent or unreasonably interfere (except for temporary periods during repair or construction activities) with Grantee's Priest Access Easement Rights. Except as provided in this Agreement, upon completion of the LTISD Driveway, as documented by Travis County's approval of the construction of the LTISD Driveway, Grantee shall be obligated and solely responsible for maintaining, repairing, and replacing the Priest Driveway Apron and Grantor shall have no obligation to maintain, repair or replace the Priest Driveway Apron. Notwithstanding the preceding sentence, Grantor reserves the right to relocate and replace the Priest Driveway Apron upon at least 90 days' advance written notice to Grantee.

2.9 **Final Definition of Grantee's Restated Access Easements.** Upon Grantor notifying Grantee of the completion of the LTISD Driveway, as documented by Travis County's approval of the construction of the LTISD Driveway, the vehicular access easement rights herein granted to Grantee to use the LTISD Driveway Tract shall be limited to and defined by the paved surface of the LTISD Driveway and the modified Priest Driveway Apron as constructed on the ground, except as otherwise provided in this Agreement.

2.10 **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from the construction and use of LTISD Driveway, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor, Grantor's employees and Grantor's contractors. The obligations of the Grantee under this provision will survive the termination of this Agreement.

2.11 **Reservation of Rights.**

- a. **LTISD Driveway Tract.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the LTISD Driveway Tract for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of Grantee's LTISD Driveway Access Easement Rights. Grantor

reserves for Grantor and Grantor's successors and assigns the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee and the right to convey to others the right to use all or part of the LTISD Driveway Tract in conjunction with Grantee. Grantor reserves for Grantor and Grantor's successors and assigns the right to grant easements across, over, and under the LTISD Driveway Tract for the installation, operation, maintenance, and replacement of overhead and underground utility lines, including water, wastewater, and stormwater provided such grants do not interfere in any material way with Grantee's LTISD Driveway Access Easement Rights.

b. Amended and Restated Priest Access Easement.

1. Subject to Grantor's rights to relocate and modify the Priest Access Easement as set forth below, the description of the Priest Access Easement recorded in the Easement Agreement for Access recorded in Document No. 2008192506, Official Public Records of Travis County, Texas is incorporated into this Agreement for all purposes.
2. Except as otherwise provided in this Agreement, the purpose of the Priest Access Easement is to provide free and uninterrupted pedestrian and vehicular ingress to and egress from Grantee's Property to and from the Vacated Road until the construction of the LTISD Driveway.
3. The Priest Access Easement is appurtenant to and runs with all or any portion of Grantee's Property, whether or not the Priest Access Easement is referenced or described in any conveyance of all or such portion of Grantee's Property. The Priest Access Easement is nonexclusive.
4. Notwithstanding any other provision of this Agreement, Grantor hereby reserves for Grantor and Grantor's successors and assigns the right to modify, relocate, and reconfigure the Priest Access Easement from the LTISD Driveway to the property line between Grantee's Property and the LTISD Land. Relocation and reconfiguration of the Priest Access Easement must be accomplished by the construction of a driveway meeting Travis County standards for a residential driveway. If Grantor modifies or relocates all or a portion of the Priest Access Easement, Grantor shall construct an all-weather surface on the relocated portion of the Priest Access Easement (**Priest Driveway**). Grantor, at its sole discretion, will determine the type of all-weather surface to be

installed and from time to time may change the type of all-weather driveway surface. Upon Grantor relocating or modifying the Priest Access Easement, Grantor shall assume responsibility for maintaining and repairing the Priest Driveway constructed within the amended Priest Access Easement.

5. Grantor may re-route or relocate the Priest Access Easement to incorporate the Priest Access Easement into site improvements for an Educational Facility, including designating all or portions of the Priest Access Easement as a fire lane.
6. Upon Grantor's completion of a Priest Driveway or a portion thereof or the relocation or reconstruction of all or a portion of the Priest Driveway, as documented by Travis County's approval of the construction of the Priest Driveway, Grantor may unilaterally record in the Official Public Records of Travis County, Texas an amendment to Section 2.11 this Agreement. Grantor's right to unilaterally record an amendment to this section of the Agreement shall limited to amending or modifying the legal description of the Priest Access Easement.
7. Grantor's modification, relocation, and reconfiguration of the Priest Access Easement shall be conducted in such a manner so as to not prevent the use of or unreasonably interfere (except for temporary periods during repair or construction activities) with Grantee's use of the Priest Access Easement; provided, however, during the modification, relocation, and reconfiguration of the Priest Driveway, Grantor may close portions of the Priest Access Easement after Grantor has caused the construction of one or more temporary driving surfaces to provide vehicular access between Grantee's Property and the LTISD Driveway.

2.12 **Dedication of LTISD Driveway as Public Road.** Grantee acknowledges that Grantor may dedicate all or segments of the LTISD Driveway to Travis County or other governmental entity (collectively, "**Governmental Entity**"). Grantor shall provide Grantee written notice of Grantor's intent to dedicate all or a portion of the LTISD Driveway to a Governmental Entity (**Notice of Dedication**). Grantee acknowledges and agrees that a Governmental Entity may require the termination of Grantee's Reimers Access Easement Rights prior to the acceptance of the LTISD Driveway and associated right of way as a public road. The term "public road" means a road that is owned, operated and maintained by Governmental Entity whose normal governmental function includes the operation of roads open to the public. In no event will

Grantor's ownership of the LTISD Driveway be construed to make the LTISD Driveway a "public road." At the sole discretion of Grantor, the LTISD Driveway may be operated as either a private driveway or public road.

2.13 **Termination of Grantee's LTISD Driveway Easement Rights**. After Grantor has sent a Notice of Dedication to Grantee, Grantor, its successors and assigns shall have the right to unilaterally terminate Grantee's LTISD Driveway Access Easement Rights if the following conditions are met: (i) Grantor has completed the construction of the LTISD Driveway, and (ii) Grantor intends to dedicate or convey all of the LTISD Driveway or a portion of the LTISD Driveway located between Grantee's Property and SH 71W to a Governmental Entity as a public road. If a Governmental Entity has agreed to accept all or a portion of the LTISD Driveway as a public road, then Grantor may unilaterally terminate Grantee's LTISD Driveway Access Easement Rights by recording in the Official Public Records of Travis County, Texas a *Notice of Termination of Access Easement Rights*. The *Notice of Termination of Access Easement Rights* shall state (i) the LTISD Driveway or the applicable portion of the LTISD Driveway has been constructed, (ii) Grantor, its successors and assigns intend to dedicate to a Governmental Entity the LTISD Driveway and right-of-way for the LTISD Driveway for ownership and operation, (iii) a Governmental Entity has verified to Grantor that the LTISD Driveway will be accepted for ownership and operation as a public road upon release of Grantee's LTISD Driveway Access Easement Rights encumbering the LTISD Driveway, (iv) the Grantee's LTISD Driveway Access Easement Rights are terminated with respect to Grantee's Property, (v) upon termination of the Grantee's LTISD Driveway Access Easement Rights, Grantee's Property will have an ongoing license to access and use the LTISD Driveway for pedestrian and vehicular ingress and egress until the Governmental Entity accepts the LTISD Driveway and associated right-of-way for ownership and operation, and (vi) upon the Governmental Entity accepting the LTISD Driveway as a public road, the above described ingress and egress license shall automatically terminate and will be of no further force and effect. Grantor, its successors and assigns may record in the Official Public Records of Travis County an affidavit or notice that the LTISD Driveway and associated right of way have been accepted by a Governmental Entity as a public road.

ARTICLE 3

DEFAULT, ENFORCEMENT

3.1 **Breach**. It is expressly agreed that no breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Parties may have by reason of any breach of this Agreement.

3.2 **Notice of Breach.** If a Party breaches or otherwise fails to comply with the terms and covenants set forth herein, and such breach or failure continues for ten (10) Business Days after the non-breaching Party delivers written notice to the other Party of such breach or failure, the non-breaching Party shall have the right, but not the obligation, to take such actions as are necessary to remedy or cure the applicable breach or failure. All costs and expenses incurred in exercising the rights set forth in this Section 4.2 shall be promptly reimbursed within thirty (30) calendar days after written demand.

3.3 **Rights of Enforcement.**

- a. The Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- b. If the breaching Party fails to cure the breach in accordance with Section 4.2 above and the non-breaching Party cures the breach, then the breaching Party shall reimburse the non-breaching Party within thirty (30) days after receipt of the non-breaching Party's demand for payment of the costs to cure the breach, together with reasonable documentation supporting the expenditures made by non-breaching Party (**Reimbursement Payment**). If the breaching Party does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs.
- c. If the Grantor restores disturbed areas and repairs damage, then Grantee shall be liable for all costs and expenses reasonably incurred by Grantor in performing such repairs or restoration (**Repair Costs**), and Grantee shall reimburse Grantor the Repair Costs within thirty (30) days after receipt of Grantor's demand for payment of the Repair Costs, together with reasonable documentation supporting the expenditures made by Grantor. If Grantee does not pay the Repair Costs within said thirty (30) day period, then all past due amounts shall accrue interest at the rate of 10% per annum. If Grantee fails to timely reimburse Grantor for amounts due under this section, then Grantor shall have the right to sue the Grantee for past due amounts and accrued interest thereon, plus reasonable attorney's fees and court costs. The obligations of Grantee under this provision will survive the termination of this Agreement.

- 3.4 **Attorney's Fees**. If either Party retains an attorney to enforce this Agreement, the party prevailing in any resulting litigation shall be entitled to recover reasonable attorney's fees and court costs and other costs.
- 3.5 **Waiver**. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitations period has run.
- 3.6 **Legal Construction**. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter includes the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 3.7 **Choice of Law and Venue**. This Agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.
- 3.8 **Notices**. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by electronic mail and shall be deemed to be delivered (i) upon the second attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic mail.
- 3.9 **Obligations Survive Termination of Agreement**. The obligations of the Grantee under this Article 3 will survive the termination of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

- 4.1 **Effective Date; Recordation**. The effective date of this Agreement will be date upon which both Parties have duly executed this Agreement. Grantor's selected title company will be responsible for recording this Agreement in the Official Public Records of Travis County, Texas.
- 4.2 **No Third-Party Beneficiary**. The provisions of this Agreement are for the benefit of the

Parties and their respective successor or assignee and are not for the benefit of any third-party. Accordingly, no third-party shall have the right to enforce the provisions of this Agreement.

- 4.3 **Severability, Equivalent Substitute Obligation.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a final judgment entered by a court of competent jurisdiction under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable that will most nearly preserve each Party's overall contractual benefit under this Agreement. If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, or subsequent conditions that would legally excuse performance under this Agreement, the Parties agree to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.
- 4.4 **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respective successors and assigns. This Agreement and the rights, benefits and burdens of this Agreement shall be deemed and held to be covenants appurtenant to and running with title to the fee simple estate of Grantee's Property, the LTISD Driveway Tract, and the portion of the LTISD Land encumbered by the Priest Access Easement.
- 4.5 **Modification.** Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by a duly authorized representative of each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.
- 4.6 **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.
- 4.7 **Business Day.** means any day that the administrative offices of the Lake Travis Independent School District are open. During the summer months between school years, the administrative offices are open Monday through Thursday.

4.8 **Counter Parts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(Remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Access Easement Agreement on the date indicated below.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: Lauren White

Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2025, by Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

GRANTEE:

Gary Priest, Individually and as Trustee for the benefit
of Peyton Priest

Michelle Priest

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2025, by Gary Priest, Individually and as Trustee for the benefit of Peyton Priest, and Michelle Priest.

Notary Public, State of Texas



N

0 1000'
SCALE: 1" = 1000'

CYPRESS RANCH BLVD

LTISD PROPERTY BOUNDARY (APPROX. 242 AC.)

WILLIAM C. MORGAN (10.74 AC.)

WILLIAM C. MORGAN (13.16 AC.)

REIMER'S PEACOCK PUBLIC ROAD IMPROVEMENTS

LTISD PROPERTY BOUNDARY (APPROX. 242 AC.)

LTISD PRIVATE DRIVE

SH 71

BOB WIRE ROAD

MALONE★WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

**LTISD 242-ACRE PROPERTY
EXHIBIT "A"**

EXHIBIT "B"

ACCESS EASEMENT AGREEMENTS

- Vol. 11928, Pg. 2366, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers (JHR)
Grantee: JHR as Trustees of the Madison Marie Jones Trust (access easement to 19.70 acre tract)
- Vol. 11928, Pg. 2372, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the Spencer Chase Jones Trust (access easement to 18.331 acre tract)
- Vol. 11928, Pg. 2378, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: JHR as Trustees of the John Craig Hert Trust (access easement to 51.38 acre tract)
- Vol. 11928, Pg. 2384, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Cacie Lenora Collier (access easement to 58.09 acre tract)
- Vol. 11928, Pg. 2390, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Maelita Collier Jones (access easement to 13.04 and 37.00 acre tract)
- Vol. 11928, Pg. 2397, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: Chad Matthew Gilley (access easement to 13.00 and 37.00 acre tract)
- Vol. 11955, Pg. 119, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and Frankie Lenora Reimers
Grantee: L.V. Collier and Ethel Collier (access easement to 4.75 acre tract)
- Vol. 13288, Pg. 227, Real Property Records of Travis County, Texas:
Grantor: John Henry Reimers and wife, Lenora Reimers
Grantee: Katherine Louise Mershon (access easement to 13.17 acre tract)
- Doc. #1999109310, Official Public Records of Travis County, Texas:
Grantor: Cacie Lenora Collier, aka Cacie L. Mershon and Thomas J. Mershon
Grantee: Lenora Reimers (warranty deed to 19.56 acres and 60' access easement)
- Doc. #2000053049, Official Public Records of Travis County, Texas:
Grantor: Lenora Reimers (aka Frankie Lenora Reimers) individually and as Independent Executor of the estate of John Reimers (aka John Henry Reimers) deceased and Lester V. Collier as Trustee of the Testamentary Trusts created under the last will and testament of John Reimers
Grantee: Hogge Canyon Springs, LTD (2 access easements)

Doc #2003103740, Official Public Records of Travis County, Texas:

Grantor: Lenora Reimers

Grantee; Kendall L. Collier and Cynthia D. Collier

Doc. #2005095634, Official Public Records of Travis County, Texas:

Grantor: Frankie Lenora Reimers and Lenora Reimers as Independent Executor of the estate of John Reimers (aka John Henry Reimers)

Extension of Easements granted in the following documents:

Volume 11928, Page 2366, Volume 11928, Page 2372, and Volume 11928, Page 2378, of the Real Property Records of Travis County, Texas.

DESCRIPTION OF A 10.89 ACRE TRACT PREPARED FOR EASEMENT PURPOSES ONLY, BY DELTA SURVEY GROUP, INC., IN JUNE 2017 AND LOCATED IN THE ADAMS, BEATY AND MOULTON SURVEY NUMBER 37; ABSTRACT-43 AND THE JOUSHUA B. SHARPLESS SURVEY NUMBER 35; ABSTRACT-2124, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 343.80 ACRES TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2002152377, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 19.33 ACRE TRACT CONVEYED TO LENORA REIMERS AND DESCRIBED IN DOCUMENT NUMBER 2007157110, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 10.89 ACRE TRACT AS SHOWN ON ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail in fencepost found for the east corner of a called 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas, same being the south corner of Lot 11, Travis Settlement Business Park a subdivision of record in Document Number 200200093, Official Public Records, Travis County, Texas, and being the northwest terminus of Reimers Peacock Road right-of-way (ROW) (ROW 40') and also being a northwest corner of said remainder of 343.80 acres tract for the **POINT OF BEGINNING**

THENCE with a northeast line of said remainder of 343.80 acres tract, same being the southwest terminus of said Reimers Peacock road, S61°20'53"E a distance of 57.16 feet to a 1" iron pipe found for the west corner of a called 4.010 acre tract conveyed to Jack and Betty Holt and described in Volume 12599, Page 900, Deed Records, Travis County, Texas, and also being the southwest terminus of said Reimers Peacock Road;

THENCE continuing with a northeast line of said remainder of 343.80 acres tract, same being the southeast line of said 4.010 acre tract, S62°14'37"E a distance of 76.42 feet to a ½ inch iron rod with "Delta Survey" cap set;

THENCE leaving said common line and crossing said remainder of 343.80 acres tract the following twelve (12) courses and distances:

1. S53°49'19"W a distance of 458.42 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. with the arc of a curve to the left a distance of 234.87 feet, through a central angle of 21°21'39", having a radius of 630.00 feet, and whose chord bears S43°08'30"W, a distance of 233.52 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. S32°27'40"W a distance of 106.94 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. with the arc of a curve to the right a distance of 321.46 feet, through a central angle of 29°42'26", having a radius of 620.00 feet, and whose chord bears

- S47°18'53"W , a distance of 317.87 feet to a ½ inch iron rod with "Delta Survey" cap set,
5. S62°10'06"W a distance of 1009.56 feet to a ½ inch iron rod with "Delta Survey" cap set,
 6. with the arc of a curve to the right a distance of 206.20 feet, through a central angle of 19°03'21", having a radius of 620.00 feet, and whose chord bears S71°41'47"W , a distance of 205.25 feet to a ½ inch iron rod with "Delta Survey" cap set,
 7. S81°13'27"W a distance of 355.82 feet to a ½ inch iron rod with "Delta Survey" cap set,
 8. with the arc of a curve to the left a distance of 490.35 feet, through a central angle of 20°21'31", having a radius of 1380.00 feet, and whose chord bears S71°02'42"W , a distance of 487.77 feet to a ½ inch iron rod with "Delta Survey" cap set,
 9. S60°51'56"W a distance of 198.48 feet to a ½ inch iron rod with "Delta Survey" cap set,
 10. with the arc of a curve to the left a distance of 464.77 feet, through a central angle of 38°02'31", having a radius of 700.00 feet, and whose chord bears S41°50'41"W , a distance of 456.28 feet to a ½ inch iron rod with "Delta Survey" cap set,
 11. S22°49'25"W a distance of 76.48 feet to a ½ inch iron rod with "Delta Survey" cap set, and
 12. S19°47'44"W at a distance of 54.38 feet passing a south corner of said remainder of 343.8 acres tract, same being a northwest corner of a called 86.823 acre tract (Tract 10) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas in all a total distance of 134.94 feet to a 60D nail found in the called centerline of a sixty foot (60') ingress-egress easement (Reimers Road) described in Volume 12522, Page 1612, Deed Records, Travis County, Texas;

THENCE continuing with said centerline, same being west lines of said 86.823 acres tract and a called 48.438 acre tract (Tract 9) conveyed to Kozmetsky Ronya Ranch Trust and described in Document Number 2010195713, Official Public Records, Travis County, Texas, same being east lines of said remainder of 343.80 acres tract and said 19.33 acre tract the following two (2) courses and distances:

1. S14°11'12"W a distance of 121.05 feet to a 60D nail found, and
2. S04°55'07"W a distance of 341.51 feet to a cotton spindle found for the south corner of said 19.33 acre tract, same being in a west line of said 48.438 acre tract, and also being the northeast corner of a remainder of a called 45.010 acre tract conveyed to John Craig Hert and described in Document Number 2000096670, Official Public Records, Travis County, Texas;

THENCE with the south line of said 19.33 acre tract, same being a north line of said remainder of 45.010 acres tract, N84°53'19"W a distance of 30.00 feet to a calculated point;

THENCE leaving said common line and crossing said 19.33 acre tract and said remainder of 343.80 acres tract the following six (6) courses and distances:

1. N04°55'07"E a distance of 343.84 feet to a calculated point,
2. N14°11'12"E a distance of 124.95 feet to a calculated point,
3. N19°47'44"E a distance of 137.20 feet to a calculated point,
4. N22°49'25"E a distance of 77.27 feet to a calculated point,
5. N26°10'15"E a distance of 85.25 feet to a calculated point, and
6. N29°31'06"E a distance of 377.98 feet to a ½ inch iron rod with "RDS" cap found for an east corner of a called 10.744 acre tract conveyed to Kendall and Cynthia Collier and described in Document Number 2003103740, Official Public Records, Travis County, Texas;

THENCE with a north line of said remainder of 343.80 acres tract, same being south lines of said 10.744 acre tract, and of a called 13.17 acre tract conveyed to Katherine Louise Mershon, described in Volume 13288, Page 277, Real Property Records, Travis County, Texas; and a called 19.56 acre tract conveyed to Lenora Reimers and described in Document Number 1999109310, Official Public Records, Travis County, Texas; and of a called 15.85 acre tract conveyed to Lenora Reimers and described in Document Number 2003298808, Official Public Records, Travis County, Texas; and a remainder of a called 38.632 acre tract conveyed to David L. Christopher and described in Document Number 2006115057, Official Public Records, Travis County, Texas; and a called 2.110, 12.96 and said 4.74 acre tract conveyed to Cacie Lenora Collier Gauvin in Document Number 2014110019, Official Public Records, Travis County, Texas the following nineteen (19) courses and distances:

1. N57°15'04"E a distance of 141.01 feet to a ½ inch iron rod with "RDS" cap found,
2. N62°04'10"E a distance of 171.84 feet to a ½ inch iron rod with "RDS" cap found,
3. N66°50'41"E a distance of 137.11 feet to a ½ inch iron rod with "RDS" cap found,
4. N69°00'11"E a distance of 124.96 feet to a ½ inch iron rod with "RDS" cap found,
5. N74°40'28"E a distance of 159.74 feet to a ½ inch iron rod with "RDS" cap found,
6. N79°26'30"E a distance of 156.05 feet to a ½ inch iron rod with "RDS" cap found,
7. N84°08'18"E a distance of 263.34 feet to a ½ inch iron rod with "RDS" cap found,
8. N76°59'37"E a distance of 50.76 feet to a ½ inch iron rod found,
9. N77°03'29"E a distance of 25.68 feet to a ½ inch iron rod with "RDS" cap found,
10. N65°33'41"E a distance of 115.07 feet to a ½ inch iron rod with "RDS" cap found,
11. N59°52'31"E a distance of 460.03 feet to a ½ inch iron rod with "RDS" cap found,
12. N64°11'26"E a distance of 99.19 feet to a ½ inch iron rod found,
13. N64°33'58"E a distance of 192.03 feet to a ½ inch iron rod with "RDS" cap found,
14. N62°37'26"E a distance of 252.84 feet to a ½ inch iron rod with "RDS" cap found,
15. N56°13'47"E a distance of 70.34 feet to a ½ inch iron rod with "RDS" cap found,
16. N39°52'31"E a distance of 92.66 feet to a ½ inch iron rod with "RDS" cap found,
17. N33°57'16"E a distance of 182.27 feet to a ½ inch iron rod with "RDS" cap found,
18. N42°34'34"E a distance of 191.69 feet to a ½ inch iron rod with "Delta Survey" cap set and

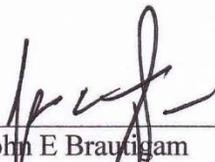
10.89 Acres
Access Easement
LTISD Reimers

Page 4 of 6

19. N53°48'59"E a distance of 481.78 feet to the POINT OF BEGINNING and containing 10.89 acres of land, more or less.

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

Date: 06-20-2017



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



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700



GRAPHIC SCALE

1" = 300'

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
 JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
 TRAVIS COUNTY, TEXAS
 JUNE 2017
 5 OF 6



LENORA REIMERS
 15.85 AC.
 DOC. #2003298808
 O.P.R.T.C.TX

LENORA REIMERS
 19.56 AC.
 DOC. #1999109310
 O.P.R.T.C.TX

KATHERINE LOUISE MERSHON
 13.17 AC
 VOL. 13288, PG. 227
 O.P.R.T.C.TX

KENDALL L. COLLIER
 CYNTHIA D. COLLIER
 10.744 AC
 DOC. #2003103740
 O.P.R.T.C.TX

LENORA REIMERS
 REMAINDER OF 343.80 ACRES
 DOC. #2002152377
 O.P.R.T.C.TX

LENORA REIMERS
 REMAINDER OF 343.80 ACRES
 DOC. #2002152377
 O.P.R.T.C.TX

LENORA REIMERS
 19.33 ACRES
 DOC. #2007157110
 O.P.R.T.C.TX

KOZMETSKY RONYA RANCH TRUST
 86.823 AC.
 (TRACT 10)
 DOC. #2010195713
 O.P.R.T.C.TX

KOZMETSKY RONYA
 RANCH TRUST
 48.438 AC.
 (TRACT 9)
 DOC. #2010195713
 O.P.R.T.C.TX

LEGEND

- IRON ROD WITH "DELTA SURVEY" CAP SET
- △ 60D NAIL FOUND
- 1/2 INCH IRON ROD FOUND
- ⊕ IRON ROD WITH "RDS" CAP FOUND
- ⊕ COTTON SPINDLE FOUND
- P.O.B. POINT OF BEGINNING

SEE PAGE 6 OF 6 FOR ADJOINER LIST AND LINE
 AND CURVE TABLES
 ALL CORNERS ARE CALCULATED POINTS UNLESS
 OTHERWISE NOTED.
 - SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD 200 ACRE

DWG. 10.89 ACCESS EASEMENT

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

ADJOINER LIST:

- 1 - REIMERS PEACOCK ROAD (60' ROW)
- 2 - JACK H. HOLT AND BETTY L. HOLT, 4.010 ACRES, VOLUME 12599, PAGE 900 DEED RECORDS, TRAVIS COUNTY, TEXAS
- 3 - JOHN CRAIG HERT, REMAINDER OF 45.010 ACRES DOCUMENT NUMBER 2000096670, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 4 - DAVID L. CHRISTOPHER, REMAINDER OF 38.632 ACRES, DOCUMENT NUMBER 2006115057, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 5 - CACIE LENORA COLLIER GAUVIN, 2.110, 12.96 AND 4.74 ACRES, DOCUMENT NUMBER 2014110019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 6 - LOT 11, TRAVIS SETTLEMENT BUSINESS PARK, DOCUMENT NUMBER 200200093, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S61°20'53"E	57.16'
L2	S62°14'37"E	76.42'
L3	S53°49'19"W	458.42'
L4	S32°27'40"W	106.94'
L5	S62°10'06"W	1009.56'
L6	S81°13'27"W	355.82'
L7	S60°51'56"W	198.48'
L8	N22°49'25"E	0.00'
L9	S22°49'25"W	76.48'
L10	S19°47'44"W	134.94'
L11	S14°11'12"W	121.05'
L12	S04°55'07"W	341.51'
L13	N84°53'19"W	30.00'
L14	N04°55'07"E	343.84'
L15	N14°11'12"E	124.95'
L16	N19°47'44"E	137.20'
L17	N22°49'25"E	77.27'
L18	N26°10'15"E	85.25'
L19	N29°31'06"E	377.98'
L20	N57°15'04"E	141.01'
L21	N62°04'10"E	171.84'
L22	N66°50'41"E	137.11'
L23	N69°00'11"E	124.96'
L24	N74°40'28"E	159.74'
L25	N79°26'30"E	156.05'
L26	N84°08'18"E	263.34'
L27	N76°59'37"E	50.76'
L28	N77°03'29"E	25.68'
L29	N65°33'41"E	115.07'
L30	N59°52'31"E	460.03'
L31	N64°11'26"E	99.19'
L32	N64°33'58"E	192.03'
L33	N62°37'26"E	252.84'
L34	N56°13'47"E	70.34'
L35	N39°52'31"E	92.66'
L36	N33°57'16"E	182.27'
L37	N42°34'34"E	191.69'
L38	N53°48'59"E	481.78'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	630.00'	234.87'	233.52'	S43°08'30"W	21°21'39"
C2	620.00'	321.46'	317.87'	S47°18'53"W	29°42'26"
C3	620.00'	206.20'	205.25'	S71°41'47"W	19°03'21"
C4	1380.00'	490.35'	487.77'	S71°02'42"W	20°21'31"
C5	700.00'	464.77'	456.28'	S41°50'41"W	38°02'31"

ADAMS, BEATY & MOULTON SUR. 37; ABST-43
 JOSHUA B. SHARPLESS SUR. 35 ABSTRACT-2124
 TRAVIS COUNTY, TEXAS
 JUNE 2017
 6 OF 6



Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
 PROJECT LTISD 200 ACRE
 DWG. 10.89 ACCESS EASEMENT



0 100'
SCALE: 1" = 100'

FIELD ROAD CONTINUES
TO PRIEST PROPERTY

30' ACCESS EASEMENT
DOC. NO. 2008192506
O.P.R.T.C.T.

WILLIAM C.
MORGAN
(10.74 AC)

PROPOSED DRIVEWAY #5
RECONNECTION

LAKE TRAVIS INDEPENDENT
SCHOOL DISTRICT PROPERTY
BOUNDARY

PROP. LTISD PRIVATE DRIVE

EXHIBIT "D"
PRIEST
DRIVEWAY ACCESS TO LTISD
PRIVATE DRIVEWAY

MALONE★WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

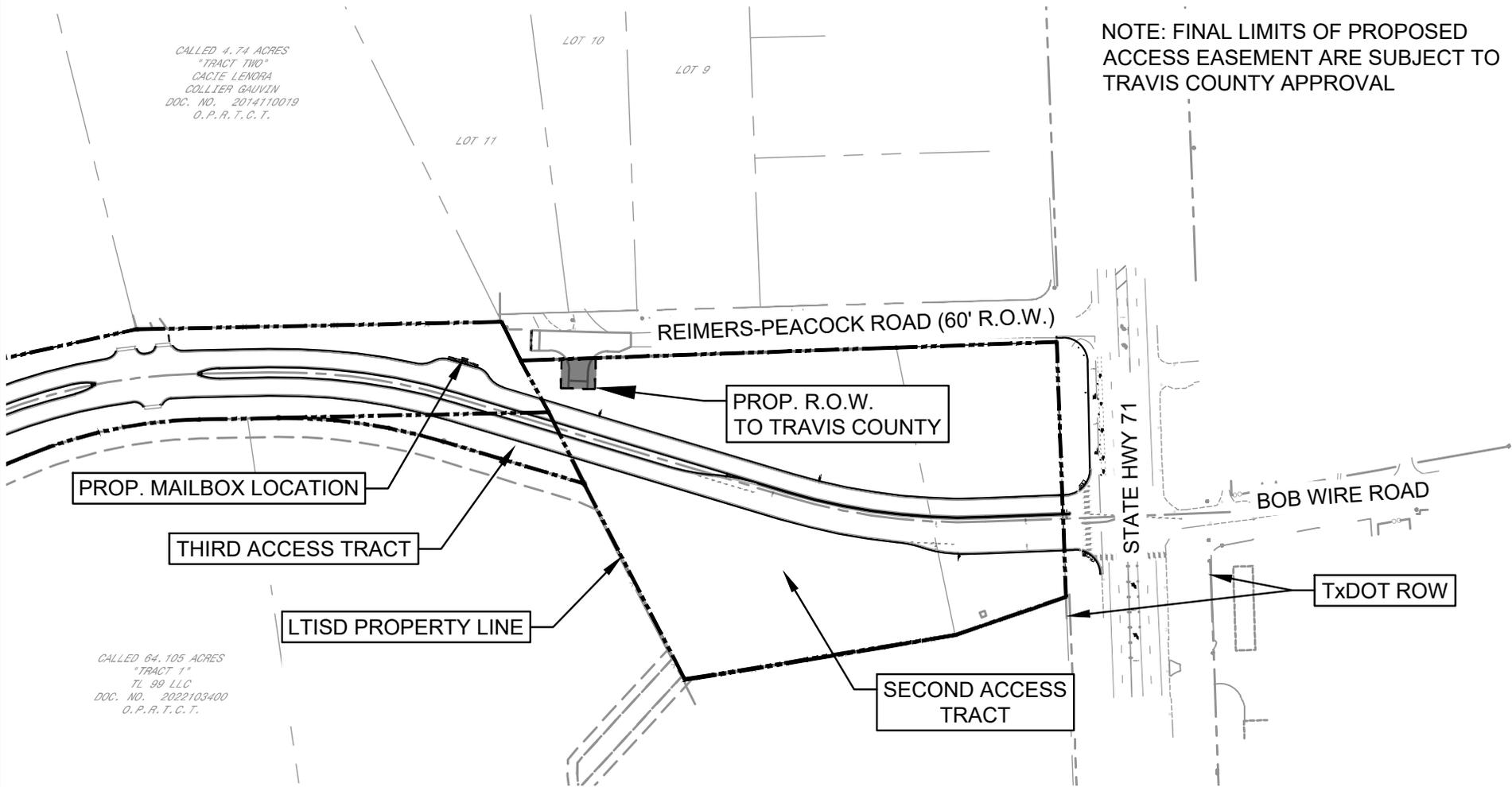
FILED: OVERALL PROJECTS/HIGH SCHOOL 2 MASTER FOLDER/PROJECTS/23-005-ANS LTISD REIMERS PEACOCK RD/DRAWINGS/EXHIBITS/ACCESS EASEMENT EXHIBIT.DWG, 6/30/2023, LONDON MCCLELLAN

CALLLED 4.74 ACRES
"TRACT TWO"
CACIE LENORA
COLLIER GAUVIN
DOC. NO. 2014110019
O.P.R.T.C.T.

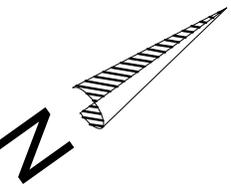
LOT 10
LOT 9

LOT 11

NOTE: FINAL LIMITS OF PROPOSED
ACCESS EASEMENT ARE SUBJECT TO
TRAVIS COUNTY APPROVAL



CALLLED 64.105 ACRES
"TRACT 1"
TL 99 LLC
DOC. NO. 2022103400
O.P.R.T.C.T.



0 200'
SCALE: 1" = 200'

EXHIBIT "E"

LTISD EDUCATIONAL FACILITIES - PHASE 1
PROPOSED ACCESS EASEMENT EXHIBIT
PRIVATE DRIVE

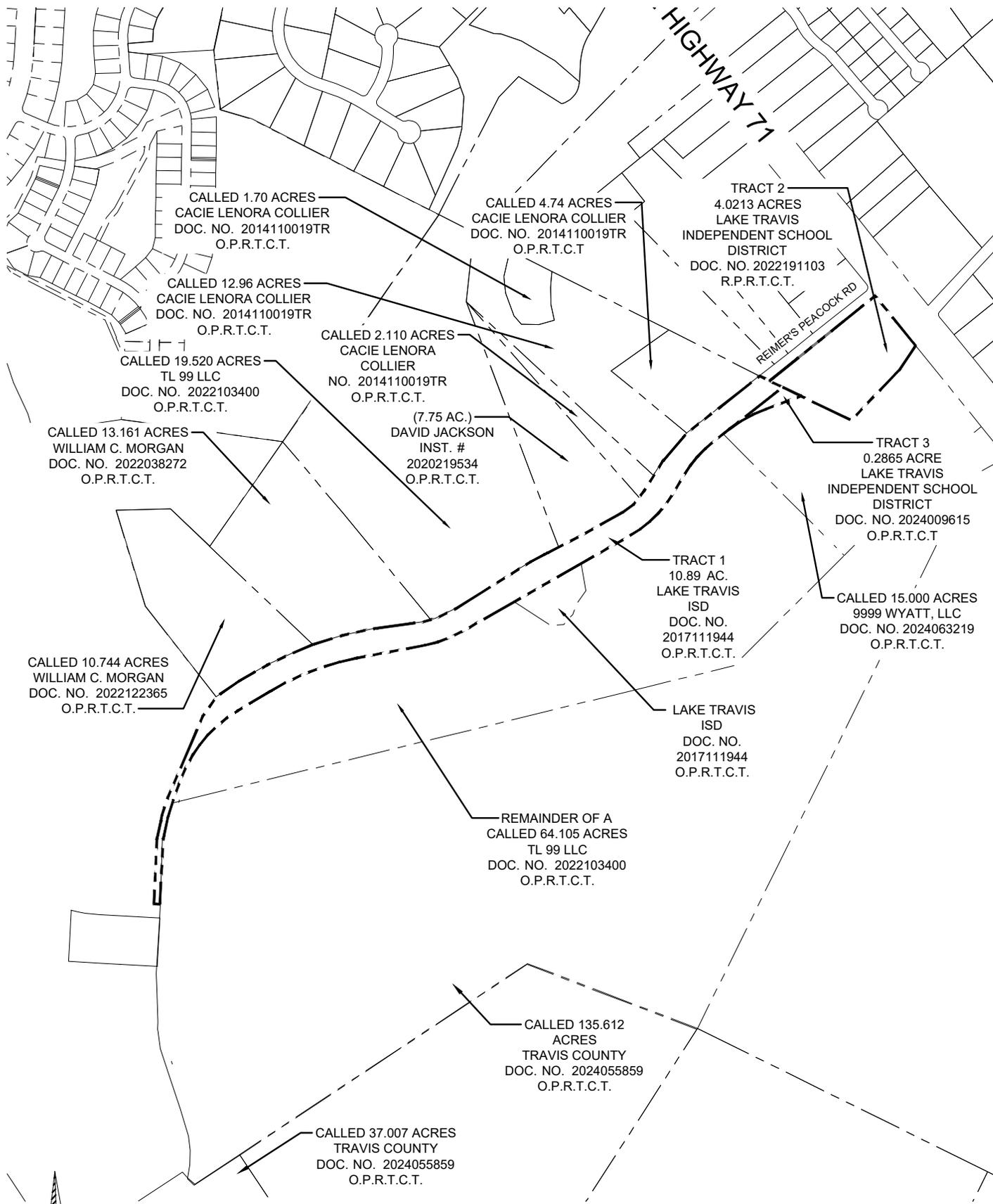
LEGEND

-  PROPERTY BOUNDARY
-  PROP. ROW TO TRAVIS COUNTY



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

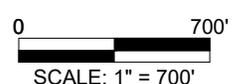
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601
Firm Registration No. F-786



HIGHWAY 71



N



ACCESS TRACTS
EXHIBIT "F"



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
 Austin, Texas 78735
 Phone: (512) 899-0601 Fax: (512) 899-0655
 Firm Registration No. F-786



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of Overhead and Underground Electric Distribution Line Utility Easements to Pedernales Electric Cooperative, Inc. for the Reimer's Road Private Drive Project

RECOMMENDED ACTION

Administration recommends approval of the granting of overhead and underground electric distribution line utility easements to Pedernales Electric Cooperative, Inc. and authorize execution of the easement by the Board President.

RATIONALE

Lake Travis Independent School District ("Grantor") grants Pedernales Electric Cooperative, Inc. ("Grantee") a permanent 20-foot-wide easement (10 feet on each side of the facilities' centerline) across specified property in Travis County, Texas.

The easement allows the construction, operation, maintenance, relocation, replacement, upgrade, and removal of overhead and/or underground electric distribution and communication facilities, including poles, wires, cables, conduits, transformers, pads, and related equipment. Grantee may also clear vegetation, place temporary structures, and access the easement area by foot, vehicle, or equipment over the property or adjacent lands. The easement remains in effect until formally released by Grantee and recorded in county property records.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez –Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Chad Crowson – General Counsel

ATTACHMENTS

PEC Overhead and Underground Utility Easement

MEETING DATE

August 20, 2025

Property Owner: Lake Travis Independent School District or Subdivision Name: _____
Address: _____
PEC Reference: _____

UTILITY EASEMENT

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

The undersigned Lake Travis Independent School District,
(Printed Name exactly as it/they appear on Deed Record)

(“Grantor”) (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto PEDERNALES ELECTRIC COOPERATIVE, INC. (“Grantee”) whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way (“Easement”) as hereinafter described for an overhead and/or underground electric distribution line or lines, including, without limitation, poles, guys and anchors, variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the “Facilities”), over, in, under, below, above, through, across and upon the following described lands located in TRAVIS County, Texas (the “Property”):

Acreage: A tract of land consisting of 190.05 acres of land, more or less, out of the “various” _____ Survey, Abstract No. _____, in TRAVIS County, Texas, as described in a deed or other instrument recorded in Volume _____, Page _____ or Document Number 2017111944 in the Official Real Property Records of TRAVIS County, Texas.

- Approximately 43.286 acres of land as described in the Deed recorded in Doc. No. 2007228271, Travis County Texas Official Public Records.
- 2.6928 acres as described in the Condemnation Judgment recorded in Doc. No. 2025070929, - Travis County Official Public Records.
- Approximately 1.84 acres of land as described in the Deed recorded in Doc. No. 201807098, Travis County Official Public Records.

The area of the Easement hereby conveyed for Facilities shall be: twenty (20) feet in width, being ten (10) feet on each side of the centerline of the Facilities as built (or twenty (20) feet in total if Facilities are built less than ten (10) feet from a property line) (the “Easement Area”) or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is released by written instrument executed by the Grantee and recorded in the Official Real Property Records of the County or Counties in which the Property is located.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, do hereby bind themselves to warrant and forever defend all and singular the above-described Easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

The undersigned has executed this Easement to be effective as of the ___ day of August, 2025.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: Lauren White

Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2025, by, Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas

Please Return to:

Pedernales Electric Cooperative, Inc.
Oak Hill Planning Department
9115 Circle Dr.
Austin, TX 78736

EXHIBIT A

DESCRIPTION OF PROPERTY

- Tract 1** 43.286 acres of land as described in the deed recorded in Document No. 2007228271, Official Public Records of Travis County, Texas.
- Tract 2** 1.84 acres of land described in the Special Warranty Deed recorded in Document No. 2018078098, Official Public Records of Travis County, Texas.
- Tract 3** 190.5 acres of land described in the Special Warranty Deed recorded in Document No. 2017111944, Official Public Records of Travis County, Texas.
- Tract 4** 5.517-acres of land in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas.
- Tract 5** 0.287-acre tract of land described as “Tract 1” in the Special Warranty Deed recorded in Document No. 2024009615, Travis County Official Public Records.
- Tract 6** 2.6928 acres of land as described in the Judgment recorded in Document No. 2025070929, Official Public Records of Travis County, Texas.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Drainage Easement to Travis County for the High School #2 Project

RECOMMENDED ACTION

Administration recommends approval of granting a drainage easement to Travis County for the High School #2 project and authorize execution of the easement by the Board President.

RATIONALE

Lake Travis ISD grants Travis County a non-exclusive drainage easement over portions of its 190.5-acre tract in Travis County. The easement allows access, maintenance, and removal of encroachments, and prohibits buildings, fences, or landscaping without county approval. The District must maintain all drainage facilities in good condition per County requirements and remains liable for maintenance even if a third party is engaged. The easement runs with the land, is subject to existing easements and rights-of-way, and allows continued district use that does not interfere with drainage purposes.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Chad Crowson – General Counsel

ATTACHMENTS

Travis County Drainage Easement

MEETING DATE

August 20, 2025

DRAINAGE EASEMENT WITH REQUIRED MAINTENANCE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

COUNTY OF TRAVIS §

That the Lake Travis Independent School District, an independent school district created under the laws of the State of Texas whose address is 3322 Ranch Road 620 South, Austin, Travis County, Texas 78738 (“GRANTOR”) and being the owner of 190.5 acre tract of land, as described by metes and bounds in the Special Warranty Deed recorded in Document No. 2017111944, Official Public Records of Travis County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to GRANTOR in hand paid by Travis County, a political subdivision of the State of Texas, hereinafter referred to as “GRANTEE,” the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, expressed or implied, is retained, has this day, subject to the terms set forth herein, GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto GRANTEE, a non-exclusive easement subject to the Permitted Encumbrances, out of the aforementioned tract of land, for drainage easement purposes in, under, upon, and across the following described property, to-wit:

Those certain tracts of land situated in Travis County and being more particularly described by metes and bounds in Exhibit A, which is attached hereto and made a part hereof (“**Easement Tract**”);

together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for drainage purposes, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the GRANTEE under this instrument for the Easement Purpose as determined by the GRANTEE in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

GRANTOR further covenants and agrees as follows:

1. To use the Easement Tract only in those ways consistent with the drainage easement herein granted and to do nothing which would impair, damage, or

destroy said drainage easement;

2. The covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and its successors and assigns;
3. No objects, including but not limited to buildings, fences, or landscaping, shall be allowed in subject Easement Tract except as approved by GRANTEE;
4. GRANTOR (i) shall be obligated to maintain to a good and functioning condition in accordance with the requirements of GRANTEE, as determined by the GRANTEE in its reasonable discretion drainage facilities, including drainage channels, detention and water quality controls with all associated roads, gates, erosion control structures, and other appurtenances located within the Easement Tract, and (ii) is liable to the Grantee for such maintenance obligations.

GRANTOR may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third party release GRANTOR from its obligations to GRANTEE under this Easement.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind GRANTOR's successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement, to the GRANTEE against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under GRANTOR, but not otherwise.

GRANTOR reserves for GRANTOR and GRANTOR's successors and assigns the right to continue to use and enjoy the Easement Tract for all purposes that do not interfere with or interrupt the Easement rights granted herein.

The Easement granted herein is subject to all easements, rights of way, and prescriptive rights whether of public record or not as of the date of this Easement, but no monetary liens, deeds of trusts or similar encumbrances.

Except where the context otherwise requires, GRANTOR includes GRANTOR's, successors, and assigns, GRANTEE includes GRANTEE's employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

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EXECUTED THIS THE ____ DAY OF _____, 2025.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: Lauren White

Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2025, by Lauren White, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of the July 15, 2025 Regular Board Meeting Minutes

RECOMMENDED ACTION

Administration recommends approval of the July 15, 2025 Regular Board Meeting Minutes.

RATIONALE

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

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Executive Assistant to the Superintendent of Schools

ATTACHMENTS

July 15, 2025 Regular Board Meeting Minutes

MEETING DATE

August 20, 2025

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 July 15, 2025, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

Due to Board President Lauren White's absence, Board Vice President Phillip Davis called the meeting to order at 6:00 p.m.

Quorum Determination

Trustees in attendance were Erin Archer, Robert Aird, Kristen Woodcock and Phillip Davis. Trustees Lauren White, Keely Cano and Jonathan Bove were absent.

Pledge of Allegiance and Moment of Silence

Joanmarie Famularo led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Dr. Bethany Medford, Assistant Superintendent of School Leadership**

The Lake Travis ISD Administration is excited to announce the selection of Dr. Bethany Medford as the district's new Assistant Superintendent of School Leadership, effective July 7, 2025.

Dr. Medford joins Lake Travis ISD with more than two decades of educational leadership experience, most recently serving as Deputy Superintendent in Conroe ISD. During her tenure, she played a pivotal role in supporting more than 73,000 students and 10,000 employees, overseeing strategic planning, instructional leadership, and talent development.

Throughout her career, Dr. Medford has demonstrated a deep commitment to fostering collaborative, student-centered learning environments and developing high-performing school leadership teams. She brings with her a rich history of designing systems to promote consistency across campuses, leading professional learning, supporting school principals, and building leadership pipelines. Her impact has been recognized statewide through honors including the Region 6 Innovative Instructional Leadership Award and the Danny Modisette Leadership Scholarship from N2Learning.

A former campus principal, assistant principal, and classroom teacher, Dr. Medford holds a Doctor of Education in Educational Leadership and Master's degree from Lamar University and a Bachelor of Science from the University of Houston. She is passionate about supporting the whole child, cultivating inclusive school cultures, and using data to guide student growth and achievement.

Dr. Medford's leadership philosophy is grounded in clear communication, purposeful collaboration, and a relentless commitment to student success—all of which align perfectly with our district's values and vision.

As a native of Kyle, Dr. Medford is excited to be returning home to Central Texas

Special Recognition

- **Brad Merritt, Chief of Police/Director of Safety and Security**

The Lake Travis ISD Administration is excited to announce the selection of Brad Merritt as the district's new Chief of Police/Director of Safety, effective July 28, 2025.

Chief Merritt brings more than 30 years of distinguished law enforcement experience to our district, including nearly two decades in supervisory and leadership roles. Most recently, he served as Chief of Police at Pilot Point ISD, where he successfully launched the district's police department and led efforts in emergency management, threat assessments, and school safety grant procurement. Prior to that, he served in the Frisco Police Department, retiring as a sergeant after 18 years of service.

Throughout his career, Chief Merritt has been deeply committed to creating safe, welcoming school environments through servant leadership and strategic collaboration. He is known for mentoring fellow officers, strengthening department operations, and building meaningful partnerships with students, staff, and community stakeholders.

Chief Merritt holds a TCOLE Master Peace Officer license and is a graduate of the LEMIT Leadership Command College and the ILEA School of Police Supervision. He also serves as an instructor with the Texas School Safety Center at Texas State University and remains actively engaged in numerous professional organizations dedicated to school safety and threat prevention.

As we continue to prioritize the well-being of our students and staff, we are confident that Chief Merritt's leadership and experience will enhance our safety programs and ensure a proactive approach to school policing across our campuses.

Special Recognition

- **Amanda Prehn, Principal, Lake Travis Elementary**

The Lake Travis ISD Administration is excited to announce the selection of Amanda Prehn as the new principal of Lake Travis Elementary School, effective immediately.

With over 20 years in public education, including recent leadership positions in LTISD, Mrs. Prehn brings a wealth of experience as a seasoned educator and administrator. Most recently, she served as the Director of Curriculum and Instruction, where she led critical work in instructional design, early childhood and emergent bilingual education, gifted and talented programming, and federal grant management.

Over the past two years, Mrs. Prehn has worked closely with the Lake Travis Elementary team—supporting teachers, students, and administrators. That experience has not only deepened her connection to the campus, but it has also fueled her desire and excitement to help guide the school’s continued growth and success. Prior to that, she served as principal of West Cypress Hills Elementary School and then opened Bee Cave Middle School, helping to foster supportive learning environments built on high expectations, meaningful relationships, and a strong sense of community. As a longtime LTISD leader and Lakeway resident, Mrs. Prehn understands what makes our district such a special place, and she is excited to return to the campus level.

Upon accepting the position, Ms. Prehn shared, “It is my deepest honor to serve a learning community that holds so much heart. Lake Travis Elementary is more than a school—it’s a vibrant, compassionate place where students thrive, staff inspire, and families partner with purpose. I am filled with gratitude and joy to lead this exceptional team, and I can’t wait to begin this next chapter together.”

Please join us in congratulating Mrs. Prehn on her new role and in welcoming her to the Squire family.

Special Recognition

Public Comments/Citizen Participation

1. None

Discussion/Presentation Items

- **Presentation and Discussion of Spring 2025 STAAR Results**
Kathy Burbank, Director of Accountability and Assessment, presented a review of the Spring 2025 STAAR assessment results.
 - June 10th – STAAR Results available to families

Presentation Only.

- **Presentation and Discussion of Spring 2024 Advanced Placement Exam Results**
Kathy Burbank, Director of Accountability and Assessment, presented a review of the Spring 2025 AP exam results.

Presentation Only.

- **Presentation and Discussion of the June 2025 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, and 2018/2023/2024 Capital Projects Reports**
Pam Sanchez, Assistant Superintendent of Business Services, presented a financial update to the Board and community regarding the financial position of the school district.

The financial highlights for the period ending June 30, 2025, include the following:

- The financial reports reflect activity through 83% of the fiscal year.
- Function 91-State Transfers represents the recapture payment made to the State in August. By disseminating the payment throughout the year, the District has recorded expenditures of 80% of the total general operating budget.
- Salaries and benefits paid during summer months to the 10-month employees (teachers, aides, professionals, auxiliary staff) are accrued monthly and are included in recorded expenditures. The total of \$12,250,421 is held in the accrued wages payable account on the balance sheet.
- The cash and temporary investments balance for all governmental and proprietary funds totals \$406,544,201. Investment instruments, focused on security and liquidity, include Local Government Investment Pools and money market funds approved under the Public Funds Investment Act.
- Monthly tax collections totaled \$258,111 representing a collection rate of 98.40% of 2024 total adjusted tax levy, in comparison to the prior year of 97.33%.
- The FYTD current and prior year adjusted tax levy totaled -\$4,264,681.
- The total 2018 bond expenditures are approximately \$260.2 million with remaining funds of approximately \$147,137.
- The total 2023 bond expenditures are approximately \$95.6 million with remaining funds of approximately \$238.3 million.
- The total 2024 bond expenditures are approximately \$5.4 million with remaining funds of approximately \$32 million.

Presentation/Discussion only.

- **Presentation and Discussion of the Proposed General Operating Fund, Debt Service Fund and Food Service Fund Budgets for 2025-2026**

Sections 44.002 through 44.006 of the Texas Education Code establish the legal basis for budget development in school districts. The following six items summarize the legal requirements from the code:

- The superintendent is the budget officer for the district and prepares or causes the budget to be prepared.
- The district budget must be prepared by August 20th and adopted by August 31st.
- The president of the board of trustees must call a public meeting of the board of trustees, giving ten-day public notice in a newspaper, for the adoption of the district budget. Any taxpayer in the district may be present and participate in the meeting.
- No funds may be expended in any manner other than as provided for in the adopted budget. The board does have the authority to amend the budget or to adopt a supplementary emergency budget to cover unforeseen expenditures.
- The budget must be prepared in accordance with generally accepted accounting principles and state guidelines.
- The budget must be legally adopted before the adoption of the tax rate.

Presentation/Discussion only, approval of the 2025-2026 Budgets will be requested at the August 20, 2025 Board Meeting.

- **Presentation and Discussion of Proposed Local Policy Updates**

LTISD Administration recommends adjustments to the following LOCAL policies in accordance with guidance received from TASB in Numbered Policy Update 125.

BDAA(LOCAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are recommended to this local policy on board officer duties and requirements. At Board Officers, the sentence indicating that the Board may assign a district employee to provide clerical assistance is recommended for deletion since the superintendent, rather than the Board, manages staff assignments, including providing support to the Board.

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

This policy has been revised in coordination with BDF(LOCAL) to clarify the difference between board committees and advisory committees. Accordingly, the subtopic of this code has been changed from Internal Committees to Board Committees, and new provisions are recommended to establish how board committees are formed and outline their purpose. Text addressing Dissolution of board committees is also recommended for inclusion. The language previously at Special Committees has been moved to BDF(LOCAL).

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

This new local policy is recommended for inclusion to coordinate with the changes at BDB. The subtopic of this code has been changed from Citizen Advisory Committees to Advisory Committees. Language has been moved here from BDB(LOCAL) and updated to clarify how advisory committees are formed and the parameters of their responsibilities. A section on Dissolution of the committees is also recommended for inclusion.

EFB(LOCAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

A complete rewrite aligns the District with HB 900 and TASB guidance following the 89th Texas Legislative Session. It creates a School Library Advisory Council; sets rigorous collection-development standards; requires Board approval and 30-day public notice of donated or proposed titles; guarantees parents on-demand access to campus catalogs; and establishes a TEA-aligned challenge/removal process, with annual compliance reporting.

EI(LOCAL) ACADEMIC ACHIEVEMENT

At Partial Credit, recommended revisions replace the phrase "combined grade for" with "average of" to more accurately reflect the determination of awarding credit when a student earns a passing grade in only half of a course.

FD(LOCAL) ADMISSIONS

The redlined revisions make two key adjustments. First, they clarify that any student who remains enrolled in a private school, including a homeschool, is ineligible for concurrent

enrollment in District courses and may not participate in UIL or other extracurricular activities. Second, the revisions clarify under what circumstances a nonresident student may attend District schools when the student receives after-school care from a resident grandparent; the Superintendent retains discretion to approve or deny such requests under Board-approved criteria.

FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

At Safe Schools Data, “bullying” is recommended for inclusion as an offense for which the district must collect and maintain data. The revision aligns with the Unsafe School Choice Option Guidance Handbook.

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity. The information in the first sentence of the policy has been incorporated at Absences Considered for improved readability. Rather than directing the board to establish attendance committees, the policy now authorizes the establishment of those committees by the administration. At Methods for Regaining Credit or Awarding a Final Grade, specifics regarding petitions for credit are recommended for deletion in favor of a reference to administrative regulations. Revisions at Imposing Conditions for Awarding Credit or a Final Grade are recommended to clarify requirements regarding "seat time."

FM(LOCAL) STUDENT ACTIVITIES

This policy is being revised only to stay consistent with the new language in FD(LOCAL). It now cross-references FD to confirm that private-school and homeschool students are not eligible to take part in District extracurricular programs, and it makes no other substantive changes.

FNCE(LOCAL) STUDENT CONDUCT: PERSONAL COMMUNICATIONS DEVICES

The District is proposing adoption of this local policy to comply with HB 1481. It prohibits student use of personal communication devices during the school day, requires secure storage of devices as directed by each campus, outlines confiscation and disposal procedures for violations, provides limited exemptions for documented medical, IEP or Section 504, and safety needs, and directs the Superintendent to issue implementing regulations and submit an annual compliance report.

Presentation only, action will be requested at the August 20, 2025 Board Meeting.

Consideration Items

- **Consideration of and Request for Approval of the Guaranteed Maximum Price (GMP) for CMR 23-18 for Cavalier Stadium Renovations at Lake Travis High School**

Present the Guaranteed Maximum Price (GMP) for CMR 23-18, Cavalier Stadium Renovations at Lake Travis High School, in the amount of \$48,310,878 and authorize the Superintendent or his designee to negotiate and execute the GMP amendment.

White Construction is the construction manager at risk for the project which includes the construction of:

- Additional seating from 7,400 to 12,000 capacity
- New press box with radio, television, public address, coaches, scoreboard operations rooms, film and observation deck
- New Women's Field House to include meeting rooms, coaches' offices and new location of Athletics offices
- Game day locker rooms with direct access to the field (visiting teams no longer must use the women's locker rooms)
- Game day concession stands, home and visitor's restrooms
- Spirit Store to replace the current portable building

A MOTION was made by Trustee Rob Aird and seconded by Trustee Erin Archer to approve the Guaranteed Maximum Price (GMP) of \$48,310,878 for the CMR 23-18 project with White Construction as the Construction Manager and authorize the Superintendent to negotiate and execute the GMP Amendment.

The motion passed by a vote of 4 -0.

- **Consideration of and Request for Approval to Call a Public Meeting to Discuss the 2025-2026 Proposed Budget and Tax Rate**

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 20, 2025 regular board meeting.

Lake Travis ISD will publish the maximum 2025 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 \$0.7122 for M&O and \$0.3275 for I&S for a total 2025 tax rate of \$1.0397. The 2024 tax rate was \$1.0656.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Kris Woodcock to approve that a meeting of the Board of Trustees be properly posted in accordance with the Texas Open Meetings Act, and called for 6:00 PM on August 20, 2025, for the purpose of discussing and adopting the 2025-2026 budget and 2025 tax rate and to authorize the Administration to publish a tax rate of \$1.0397 for purposes of the Notice of Public Hearing.

The motion passed by a vote of 4 - 0.

- **Consideration of and Potential Adoption of a Resolution Designating and Authorizing the Travis County Tax Assessor-Collector to Calculate the No-New-Revenue Tax Rate, the Voter Approval Tax Rate, and Other Truth-In-Taxation Requirements for Lake Travis ISD**

Texas Property Tax Code §26.04 requires taxing units to calculate two tax rates after receiving their certified appraisal roll from the chief appraiser. The first rate is the no-new-revenue tax rate. This rate allows the public to evaluate the relationship between taxes for the prior year and the current year, based on a tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years. The voter-approval tax rate applies only to school districts and is equal to the school district's maximum compressed tax rate plus the greater of the previous year's enrichment rate or eight cents per \$100 of taxable value. The debt rate is then added to this amount to get the final voter-approval tax rate. The Travis County Tax Assessor Collector provides these calculations to Lake Travis ISD as required by §26.04. The attached resolution formally acknowledges this as required by law. The resolution, if adopted, will remain in effect until the Board takes a different action.

A MOTION was made by Trustee Kris Woodcock and seconded by Trustee Rob Aird to adopt the proposed Resolution Designating and Authorizing the Travis County Tax Assessor-Collector to Calculate the No-New-Revenue Tax Rate, the Voter Approval Tax Rate, and Other Truth-In-Taxation Requirements for Lake Travis ISD as presented.

The motion passed by a vote of 4 - 0.

- **Consideration of and Request for Approval of an Agreement for the Purchase of Attendance Credits (Option 3 Agreement) for 2025-2026**

School districts designated by the State as property-wealthy are required to equalize their wealth in accordance with the provisions outlined in Chapters 48 and 49 of the Texas Education Code. On September 14, 1993, voters in Lake Travis Independent School District approved participation in an Option 3 Agreement. Under this agreement, the district purchases attendance credits from the State, thereby contributing to the financing of public education in Texas through the payment of recaptured funds.

The agreement has been automated through the Excess Local Revenue module. In order to complete the submission within this system, the Board must formally delegate authority to the superintendent to obligate the district under the provisions of Chapter 49. Furthermore, the superintendent must be the individual who submits the contract to the TEA via the Excess Local Revenue module.

The agreement 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.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Rob Aird to approve, for the 2025-2026 school year, the delegation of contractual authority to the superintendent in order to obligate the school district under Texas Education Code (TEC), Section 11.1511(c)(4),

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 Section 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).

The motion passed by a vote of 4 -0.

Consent Agenda

- A. Adoption of a Resolution Providing for the Defeasance and Calling for Redemption Certain Currently Outstanding District Obligations and Other Matters in Connection Therewith
- B. Approval of the June 18, 2025 Regular Board Meeting Minutes
- C. Approval of the Off Campus Physical Education (OCPE) Provider List
- D. Approval of the Attendance Waiver Submission to the Texas Education Agency
- E. Approval of an Interlocal Agreement between The University of Texas at Austin and Lake Travis ISD for the 2025-2026 OnRamps Program

A **MOTION** was made by Trustee Erin Archer and seconded by Trustee Rob Aird to approve the consent agenda, as presented.

The motion passed by a vote of 4 - 0.

Information Items

- **Annual Review of Required Professional Development**
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 2025-2026 school year.

Information Only.

- **Board Notification Under Board Policy CH (LOCAL) - Special Education Contracted Services**
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:

If contracted services are needed, it is anticipated costs will likely exceed the \$100,000 threshold for the 2025-2026 school year for the following contractors:

Amergis Healthcare Staffing, Inc
The Stepping Stones Group, LLC

Therapy Travelers, LLC
Trinity ES, LLC
VocoVision, LLC

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.

Information Only.

- **Board Notification Under Board Policy CH (LOCAL) - UT OnRamps 2024-2025**
Lake Travis ISD has the following budgeted purchase that requires Board notification:
 - UT OnRamps - \$119,945

There were 871 course enrollments for Lake Travis High School students in the 2024-25 school year.

Information Only.

- **Board Notification Under Board Policy CH (LOCAL) - Klett World Languages**
Lake Travis ISD has the following budgeted purchase that requires Board notification:
 - Klett World Languages (3-year access) - \$178,760.75

Klett World Languages provides the primary instructional resource for Spanish 1, Spanish 2, Spanish 3, French 1, French 2, and French 3.

Information Only.

- **Board Notification Under Board Policy CH (LOCAL) - Technology Bond Expenditure Report**
The 2023 Bond Program provided funding for purchasing technology items, such as classroom educational and instructional equipment, 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. Per Board Policy CH (LOCAL), the following purchases made via a cooperative purchasing program of \$100,000 or more are required to be presented to the Board for notification:

Notebook computers were purchased to replace obsolete notebooks in all Gifted & Talented classrooms district wide, as well as replacement of obsolete notebooks for some campus

administrators. This purchase will leverage the Texas DIR contract and volume purchase pricing from Dell computer for a total purchase price of \$237,400.00.

Information Only.

Closed Session

Trustees recessed into a closed session at 7:32 p.m. as permitted by the Texas Government Code 551.071 and Section 551.074.

Trustees returned from Closed session at 8:27 p.m. on July 15, 2025.

Consideration Items Arising from Closed Session

- **Consideration of and Potential Adoption of Resolution Approving Contingent Fee Legal Services Contract, including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General (See Exhibit A, attached)**

A **MOTION** was made by Trustee Kris Woodcock and seconded by Trustee Rob Aird to adopt a resolution approving the contingent fee legal services contract, that includes the findings required by Texas Government Code 2254, Subchapter C, and that are needed for submission of a contingent fee legal services agreement and a request to the Texas Attorney General for expedited review.

The motion passed by a vote of 4 - 0.

- **Consideration of and Potential Adoption of Contingent Fee Legal Services Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC (See Exhibit A, attached)**

A **MOTION** was made by Trustee Kris Woodcock and seconded by Trustee Erin Archer to adopt and approve entering into a Contingent Fee Legal Services Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC to represent the District in youth social media usage and related litigation.

The motion passed by a vote of 4 - 0.

Adjournment

There being no further action, the July 15, 2025 Board of Trustees' meeting adjourned on July 15, 2025 at 8:29 p.m.

Dr. Phillip Davis, Vice President

Erin Archer, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification Under Board Policy CH (LOCAL) – Emergent Tree 2025-2026

RECOMMENDED ACTION

No action required. Item is provided for the Board's information.

RATIONALE

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

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

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

Emergent Tree for \$127,745.00

BUDGET PROVISIONS

Title II, Part A Supporting Effective Instruction State Grants - \$96,245.00

199 General Operating Funds - \$31,500.00

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

Pam Sanchez – Assistant Superintendent of Business Services

ATTACHMENTS

None

MEETING DATE

August 20, 2025