## Notice of Regular Meeting <br> The Board of Trustees <br> LVISD

A meeting of the Board of Trustees of Lago Vista ISD will be held on January 21, 2013, at 6:00 PM in the Board Room in Viking Hall, 2039 Bar K Ranch Road, Lago Vista, Texas 78645.

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

1. Determination of quorum, call to order, pledges of allegiance
2. Welcome visitors/Public participation
3. Construction Update
4. Determination and Recommendation concerning floor covering and field composition
5. AEIS Public Hearing
6. Way Engineering Cost Savings Analysis
7. Regional Day School for the Deaf SSA
8. Resolution approving supplemental employee benefits (TASB)
9. Superintendent Report
a. Facility Use Policy
b. Voucher Resolution
c. 2013-14 SY Calendar
10. Minutes of previous meetings
11. Monthly Financial report
12. Discuss February meeting date
13. Adjourn

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. final votes, actions, or decisions will be taken in open meeting.

## Continued Activities:

- ICC has submitted comments from the Building Re-review on $1 / 17 / 13$. Team is reviewing comments
- Hagood submitted civil drawings to the City for final review
- Electrical and plumbing rough-in continues at classroom wing of main building
- Baseball, softball, and practice fields subgrade work is nearing completion
- Installation of 48" Storm Water drainage line from east side of football field to main building is in progress


## Looking Ahead:

- Complete electrical and plumbing rough-in at classroom wing by $1 / 25 / 13$
- Begin installing concrete reinforcing steel once electrical/plumbing rough-in is complete
- Pour classroom wing slab in early February
- Complete all major earthwork in the next two- three weeks
- CoLV expects to begin pre-welding 16 " Offsite Waterline pipe by $1 / 28 / 13$
- TCEQ has approved the Elevated Storage Tank submittal plans and is expect to be advertised for pricing in the next week

Budget Summary

**Base on construction costs of \$21,795,963
***Based on construction costs of $\$ 4,393,066$


CHANGE REQUEST LOG - OWNER CONTINGENCY

| CR \# | DESCRIPTION | AMOUNT SUBMITTED | DATE SUBMITTED | APPROVAL RECEIVED | OWNER CONTINGENCY BALANCE |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | OWNER CONTINGENCY - BEGINNING BALANCE: |  |  |  | \$75,000 |
| 001 | Musco Sports Lighting Credit | (\$12,000.00) | 26-Nov-12 | 13-Dec-12 | \$87,000 |
| 002 | Falcon Exit Device Credit | (\$7,500.00) | 26-Nov-12 | 13-Dec-12 | \$94,500 |
| 003 | Innovent HETD credit | ( $\$ 30,000.00$ ) | 12-Dec-12 | 13-Dec-12 | \$124,500 |
| 004 | Use Compact Aluminum wiring at 400 amp and above | (\$29,827.00) | 20-Dec-12 |  | \$154,327 |
| 005 | Baird/Williams to "Self-Perform" Concrete Work | (\$99,582.00) | 27-Dec-12 |  | \$253,909 |
| 006 | Use "Rguard Spray Wrap" in lieu of WIP 300HT | (\$9,000.00) | 15-Jan-13 |  | \$262,909 |
| 007 |  |  |  |  | \$262,909 |
| 008 |  |  |  |  | \$262,909 |
| 009 |  |  |  |  | \$262,909 |
| 010 |  |  |  |  | \$262,909 |
| 011 |  |  |  |  | \$262,909 |
| 012 |  |  |  |  | \$262,909 |
| 013 |  |  |  |  | \$262,909 |
| 014 |  |  |  |  | \$262,909 |
| 015 |  |  |  |  | \$262,909 |
| 016 |  |  |  |  | \$262,909 |
| 017 |  |  |  |  | \$262,909 |
| 018 |  |  |  |  | \$262,909 |
| 019 |  |  |  |  | \$262,909 |
| 020 |  |  |  |  | \$262,909 |


| PROJECT NAME: | Lago Vista ISD - New High School | VISIT DATE: |
| :--- | :--- | :--- |
| PROJECT \#: | 1104 |  |

WORK IN PROGRESS (check applicable divisions of work in progress):


## INFORMATION OR ACTION REQUIRED:

1. BWC has requested light pole base detail. FA has requested Pole loading Data from MEP. A forthcoming ASI will contain the pole base details.
2. Several piers need dimensions confirmed. AI-A4, AJ-A5, AI-A5, AG-A1
3. Several pier dimensions are requested; outside Piers along grid R2, two P5 piers closest to grid lines D0 and DF and grid lines D8 and DF. These dimensions to be provided by Structural Engineer.
4. BWC is intending to pour Area " A " slab monolithic.
5. Preliminary Fire Review has been completed by Mike Slaughter. Certification of revisions and compliance will be forthcoming. FA informed City that review had been completed.
6. COLV expressed concerns regarding water line stability at north bank. OBR to coordinate geotechnical testing in this location.
7. FA is holding "Saw Joint" RFI pending LVISD decision with regards to flooring.
8. ICC comments still not received.
a. FA requested meeting with building official upon receipt of ICC comments.
9. FA requests 48 hours notification prior to slab pours to inform engineers for site visits.
10. FA requested additional product data regarding CR 006. R-guard spray wrap.
11. Pier depths have been as expected according to BWC. No water encountered.
12. Updated Civil Sheets are available for download, incorporating COLV comments/review.

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1 GRADING AT VICTORY PLAZA


4 PLUMBING WORK AT AREAA


2 FELD HOUSE GRDING／STORM DRAIN


5 VIEWTO SE OF TRACK


3 FOUNDATION FOR MOCK WALL


6 PARKINGLOT GRADING

# BAIRD/WILLIAMS CONSTRUCTION, LTD. LAGO VISTA HIGH SCHOOL <br> LAGO VISTA INDEPENDENT SCHOOL DISTRICT 

SUBCONTRACT / PURCHASE ORDER STATUS

| SUBCONTRACTOR / SUPPLIER | ITEM OF WORK | AMOUNT |
| :---: | :---: | :---: |
| Ranger Excavating | Excavating \& Paving | \$2,445,000 |
| Chick Landscaping Inc | Landscape \& Irrigation | \$627,132 |
| Straight Line Striping | Pavement Striping | \$10,999 |
|  | Fencing |  |
| Chick Landscaping Inc | Site Retaining Walls | \$201,366 |
| Barnsco Inc | Reinforcing Steel - Mat'l | \$297,738 |
| Beaird Drilling Services Inc | Drilled Piers | \$60,800 |
| TXI - "Unit Price" Purchase Order | Ready-Mix Concrete | \$458,705 |
| BWC - Self Performed Work | Concrete - Form, Place, Finish | \$1,546,810 |
| CW Oates Masonry | Masonry | \$1,180,493 |
| Bludau Fabrication Inc | Structural Steel Fabrication | \$1,481,200 |
| A.N.E. Welders \& Erectors Inc | Structural Steel Erection | \$515,332 |
| Nystrom (Supplier) | Expansion Joint Systems | \$5,010 |
| Alpha Omega Casework LLC | Casework / Millwork | \$199,500 |
| Aquatech Waterproofing | Waterproofing / Damproofing | \$179,558 |
| Texas Fifth Wall Roofing Systems | Roofing System | \$902,860 |
| Nystrom (Supplier) | Roof Hatches \& Smoke Vents | \$9,557 |
| Pearland Industries | Hollow Metal Doors \& Frames | \$57,750 |
| American Door Products Inc | Wood Doors | \$40,490 |
| ABC Door Company | Overhead Doors | \$57,175 |
| Hidell Builders Supply Inc | Finish Hardware | \$115,275 |
| Floyd's Glass Company | Aluminum Storefront \& Windows | \$243,300 |
| Central Texas Drywall Inc | Drywall, Acoustical, and FRP | \$1,243,725 |
|  | Ceramic Tile |  |
|  | Athletic Rubber Flooring |  |
|  | Wood Flooring (Gym and Stage) |  |
| Rochester Flooring | Resilient Flooring / Carpet | \$115,000 |
| Rich Coatings | Epoxy Flooring | \$67,900 |
| C \& Z Enterprises LLC | Painting (inc. tape, float, \& texture) | \$241,760 |
| Trans Texas Tennis Ltd | Tennis Courts \& Equipment | \$171,242 |
| Best-Rite Contract Division | Marker Boards / Tack Boards | \$22,200 |
|  | Toilet Compartments |  |

# BAIRD/WILLIAMS CONSTRUCTION, LTD. LAGO VISTA HIGH SCHOOL <br> LAGO VISTA INDEPENDENT SCHOOL DISTRICT 

SUBCONTRACT I PURCHASE ORDER STATUS

|  | Flagpoles |  |
| :---: | :---: | :---: |
| iSi Central Valley | Signage | \$28,400 |
| List Industries | Metal Lockers | \$92,415 |
|  | Fire Extinguishers |  |
| aVadek | Aluminum Canopies | \$61,260 |
|  | Operable Partitions |  |
| Texas Scenic Company | Stage Equipment | \$192,275 |
|  | Washer / Dryer |  |
|  | Projection Screens |  |
|  | Toilet Accessories |  |
| Mission Restaurant Supply | Kitchen Equipment |  |
| Sports Con (AALCO Mfg Co) | Athletic Equipment | \$50,000 |
|  | Baseball Netting |  |
| Advanced Lab (Hamilton Scientific) | Science Lab Casework | \$217,984 |
| Pearland Industries | Sound Doors \& Frames | \$23,450 |
| Wenger Corporation | Music Storage Casework | \$62,768 |
| Capitol Blind \& Drapery Company | Window Treatments | \$3,567 |
| Irwin Seating Company | Auditorium Seating | \$89,215 |
| Irwin Telescopic Seating Company | Telescoping Bleachers | \$127,100 |
| Royal Vista Inc | Utilities, except Public Water Loop | \$ Pending |
| City of Lago Vista - possible award | Public Water Loop (HDPE Pipe \& FH's) | \$ Pending |
| Sturdisteel | Grandstand Bleachers | \$370,000 |
| ThyssenKrupp | Elevators | \$37,080 |
| Dickerson Inc | Fire Sprinkler System | \$181,100 |
| Schwartz Plumbing | Plumbing | \$958,538 |
| 5-F Mechanical | HVAC | \$2,225,700 |
| (with HVAC - Automated Logic Controls) | Building Automated Controls | with above |
| R. K. Bass Electric Inc | Electrical | \$2,831,394 |
| Titan Datacom | Cabling | \$156,280 |
| Hairel Enterprises | Audio Video Systems | \$171,000 |
| award pending "cost-savings" from Buck | Intercom / Clock and PA Systems |  |
| Care Specialties (Gamewell System) | Fire Alarm System | \$70,500 |
|  |  |  |

Date: January 11, 2013, 4:04:04 PM CST

Matt,
Thanks for getting us this information. Any chance we can get some additional information regarding these options?

1. VCT typical life expectancy - 10-20 years depending on traffic. In this installation, I would expect 15-20 years.
2. VCT replacement costs (does it replace at $\$ 1.50-\$ 2.00$, or does it differ?) Same as installation.
3. Are there any daily maintenance considerations that differentiate the options?
4. Annual Maintenance Costs
a. VCT Regular mopping/buffing. Usually annual/bi-annual stripping and re-waxing.
b. Stained Concrete Regular mopping/buffing. Usually annual/bi-annual sealing /clear coat application.
c. Polished Concrete Regular mopping/buffing. Usually annual/bi-annual sealing / clear coat application.

I realize that these questions are $100 \%$ straightforward; however, I feel like we cannot just base our decision on installation costs and appearance alone. Capital costs vary. Annual maintenance operations/costs are very similar.

Thanks,
Stacy S. Eleuterius



## STAINED CONCRETE

Acid staining is not a dyeing or pigment-base coloring systems, but a chemical reaction. A mixture of water, mineral salts and a slight amount of muratic acid is applied to the concrete surface. This chemical reaction with the existing minerals (primarily lime) in the concrete over a period of one to four hours creates new earth tone colors on the concrete concrete over a period of one to four hours creates new earth tone colors on the concrete
surface. The concrete surface is later scrubbed to remove excess stain and neutralized by a basic solution of ammonia and water or baking soda (less likely to cause whiting later) to help raise the ph level back to normal level. Due to inconsistencies in the surface level of concrete floor, acid staining creates a variegated or mottled appearance that is unique to each slab. The color penetration ranges from 1/16 to $1 / 32$ of an inch. Older exterior concrete surfaces may not color as well as interior surfaces because the environment has leached or percolated out the mineral content. As well, any exposed aggregate (rocks) in worn concrete will not accept staining.


Terrazzo is a composite material, poured in place or precast, which is used for floor and wall treatments. It consists of marble, quartz, granite, glass or other suitable chips, sprinkled or unsprinkled, and poured with a binder that is cementitious, chemical, or a combination of both. Terrazzo is cured and then ground and polished to a smooth surface or otherwise finished to produce a uniformly textured surface.


POLISHED CONCRETE
Polished concrete is concrete that has been treated with a chemical densifier and ground with progressively finer grinding tools. The grinding tools are usually progressive grits of diamond grinding cup wheels and diamond polishing pads. Typically,
concrete is not considered polished before 400 grit, and it is normally finished to either the 800, 1500, or 3000 grit level. Stains and dyes are often applied to enhance polished concrete as well as other options such as scoring, creating radial lines, grids, bands, borders, and other designs
--------- Forwarded message
From: Robert Gadbois [robert.g@obrlp.com](mailto:robert.g@obrlp.com)
Date: Fri, Jan 11, 2013 at 2:05 PM
Subject: RE: Pics
To: Matt Underwood <matt underwood@lagovista.txed.net>, Bob Shelton [bob@fromberg.com](mailto:bob@fromberg.com), Dustin Riley [dustin.r@obrlp.com](mailto:dustin.r@obrlp.com), Brandon Welch [brandon@bwconst.com](mailto:brandon@bwconst.com)

Here are some pics that Bob put together.

Cost wise, I think you're looking at:

Terrazzo - \$13 to \$18 per SF.
Polished concrete - $\$ 6$ to $\$ 10$ per SF.
Stained Concrete - $\$ 2.50-\$ 7$ per SF.
VCT will be $\$ 1.50$ to $\$ 2$ per SF

All pricing varies depending on the amount of SF.

## Cost for Grass Athletic Fields @ Florence ISD



## Football Field Water Usage

| Name: | SP HD: | \# HD: | GPM: | Min: | Days: | $\underline{\text { TPD: }}$ | $\underline{\text { TPW: }}$ | TPM: |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Game | \#43 Tip | 40 | 15.1 | 20 | 3 | 12,080 | 36,240 | 144,960 |
| PF \# 1 | \#43 Tip | 40 | 15.1 | 20 | 3 | 12,080 | 36,240 | 144,960 |
| PF\# 2 | \#43 Tip | 40 | 15.1 | 20 | 3 | 12,080 | 36,240 | 144,960 |
| PF \# 3 | \#43 Tip | PROJ. 40 | 15.1 | 20 | 3 | $(12,080)$ | $(36,240)$ | $(144,960)$ |
| Totals: |  |  |  |  |  | 36,240 | 108,720 | 434,880 |

## Baseball \& Softball Field Water Usage

| Name: | SP HD: | \# HD: | GPM: | $\underline{\text { Min: }}$ | $\underline{\text { Days: }}$ | $\underline{\text { TPD: }}$ | $\underline{\text { TPW: }}$ | $\underline{\text { TPM: }}$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Baseball | \#20/25 Tip | 100 | 11.1 | 20 | 3 | 22,200 | 66,600 | 266,400 |
| Softball | \#20/25 Tip | 40 | 11.1 | 20 | 3 | 8,880 | 26,640 | 106,560 |
| Totals: |  |  |  |  |  | 31,080 | 93,240 | 372,960 |

## Total Field Water Usage

| Name: | Total Daily: | Total <br> Weekly: | Total <br> Monthly: | Growing Season: | Sub Total <br> Growing <br> Season: | Estimate Non Growing Season 10\%: | Yearly <br> Totals: |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Football | 36,240 | 108,720 | 434,880 | 8 Months | 3,479,040 | 43,488 | 3,522,528 |
| Baseball | 22,200 | 66,600 | 266,400 | 8 Months | 2,131,200 | 26,640 | 2,157,840 |
| Softball | 8,880 | 26,640 | 106,560 | 8 Months | 852,480 | 10,600 | 863,080 |
| Totals: | 67,320 | 201,960 | 807,840 | 8 Months | 6,462,720 | 80,728 | 6,543,448 |

## Total Water \& Sewage Cost

| Name: | $\frac{\text { Water per }}{\text { Month: }}$ | Cost of Water <br> Per Month: | Sewage <br> Charge: | Total Cost <br> Per Month: | Total Cost Per Year: |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Growing Season <br> Cost April- Nov. | 807,840 | $\$ 5,347.00$ | $\$ 1761.00$ | $\$ 7108.00$ | $\$ 56,864.00$ |
| Non Growing <br> Season Dec.-March | 80,728 | $\$ 882.00$ | $\$ 388.00$ | $\$ 1270.00$ | $\$ 5,080.00$ |
| Totals: |  |  |  |  | $\$ 67,024.00$ |

## Other Cost associated with Grounds

| Item | Cost Per Year |  |
| :--- | :--- | :--- |
| Sprinkler Heads | $\$ 442.00$ |  |
| Fertilizers | $\$ 3706.00$ |  |
| Top Dressing Sand | $\$ 4212.00$ |  |
| Infield Conditioner | $\$ 2,795.00$ |  |
| Infield Dirt | $\$ 750.00$ |  |
| Marble Dust | $\$ 278.00$ |  |
| Marking Paint | $\$ 3080.00$ |  |
| Chemicals | $\$ 796.00$ |  |
| Rye Grass Seed | $\$ 1169.00$ |  |
| Lawn Mower | $\$ 1000.00$ |  |
| Gator/Golf Cart | $\$ 600.00$ |  |
| Misc. | $\$ 1200.00$ |  |
| Potzillized out over 10 years |  |  |

# Total Cost for Maintenance and Water Yearly 

| Item | Cost |
| :---: | :---: |
| Water \& Sewage | $\$ 67,024.00$ |
| Maintenance and Materials <br> not including Labor | $\$ 20,028.00$ |
| Totals: | $\$ 87,052.00$ |

# Grass Field vs Turf Field <br> Cost Analysis 

Rocket Field Yearly Cost

| Grounds salary | $\$ 25,000$ |
| :--- | ---: |
| Water | $\$ 35,135.00$ |
| Paint | $\$ 2,000$ |
| Fertilizer | $\$ 1,200$ |
| Top Dress | $\$ 1,500$ |
| Chemicals | $\$ 400$ |
| Mower Maintenance \& repairs | $\$ 1,200$ |
| Low cost to repair fields ( / 8) | $\$ 25,000$ |

## Turf Field Yearly Cost Over Life of Guarantee Field Turf \$93,750

*Yearly cost over estimated 10 year life of field turf \$75,000
*Grounds salary will remain, but will be used to enhance other areas of district

## Yearly Field Cost vs 8 Year Loan Note

| Yearly cost to maintain field | $(\$ 66,435)$ | Hellas cost for field turf | $\$ 750,000$ |  |
| :--- | ---: | :--- | ---: | ---: |
| Multiplied by 8 years | $\$ 531,480$ | Sturdisteel cost of bleachers | $\$ 250,000$ |  |
| Plus initial field work | $\$ 200,000$ |  | Total amount | $\$ 1,000,000$ |
| Safety rails \& fencing | $\$ 59,500$ |  |  |  |
| Remove wood/add alum | $\$ 63,000$ |  |  |  |
| TOTAL COST | $\$ 853,980$ |  |  |  |
| Total Yearly Cost of field | $\$ 106,748$ |  |  |  |

Net difference $\$ 18,253$

Field usage per extracurricuar activity (7th-12th)

| 145 HS Football |
| :--- |
| 160 JH Football |
| 135 HS Band |
| 175 JH Band |
| 20 HS Cheerleaders |
| 25 JH Cheerleaders |
| 30 Drill Team |
| 50 HS Soccer |
| 50 Baseball |
| 30 Softball |
| 820 Total |

*Does not include elementary field days, Rachel's
Challenge, Peewee football superbowls, etc
*Some students play multiple sports
*1020 total students in 7th-12th grade

## Athletic Surface Costs and Field Usage Data Over 10-Year Period

| EXPENSE | GRASS FIELD | ARTIFICIAL TURF |  |
| :---: | :---: | :---: | :---: |
| Installation Cost | N/A | \$1,200,000 |  |
| Labor / Maintenance | \$319,110 | \$106,370 |  |
| Equipment | \$30,000 | \$800 |  |
| Crowning, Top Dressing, Insecticides, Etc. | \$167,500 | \$0 |  |
| Water | \$150,000 | \$0 |  |
| Sprinkler Repairs | \$15,000 | \$0 |  |
| Line Paint | \$12,000 | \$0 |  |
| TOTAL COST OVER 10 YEARS | \$693,610 | \$1,307,170 |  |
| Number of Events Supported in a 10-Year Period | 340 | 2800 |  |
| COST PER EVENT | \$2,040.03 | \$466.85 |  |
|  |  |  |  |
| Review of Cost Estimates |  |  |  |
|  |  |  |  |
| Although initial installation costs for an artificial playing surface are substantially higher than for a natural grass field, the reduction in maintenance costs and increased usability of the facility result in a lower cost per event over the expected lifer of the product. To illustrate this, the current annual expenditures to maintain a grass field were projected for 10 years with no adjustment for inflation. These costs were then compared to the initial installation and anticipated maintenance costs for an artificial playing surface. Dividing these 10-year costs by the number of events each surface could reasonably be expected to support, results in a "cost per event" that is more than four times higher on the natural grass field. |  |  |  |

## 2011-12 Academic Excellence Indicator System

District Name: LAGO VISTA ISD
District \#: 227912
PBM Special Education Monitoring Results Status:
Local Interventions Implemented

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| Indicator: | State | $\begin{aligned} & \text { Region } \\ & 13 \end{aligned}$ | District | African American | Hispanic | White | American Indian | Asian | Pacific <br> Islander | Two or More Races | $\begin{gathered} \text { Special } \\ \text { Ed } \end{gathered}$ | Econ Disad | LEP | $\begin{gathered} \text { At } \\ \text { Risk } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| College-Ready Graduates Eng Lang Arts |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Class of 2011 | 64\% | 69\% | 79\% | * | 63\% | 82\% | * | * | * | * | * | 70\% | * | 50\% |
| Class of 2010 | 66\% | 71\% | 81\% | * | 57\% | 84\% | * | * | * | * | * | 75\% | * | 60\% |
| Mathematics |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Class of 2011 | 67\% | 72\% | 88\% | * | 89\% | 88\% | * | * | * | * | * | 80\% | * | 83\% |
| Class of 2010 | 64\% | 69\% | 69\% | * | 71\% | 70\% | * | * | * | * | 40\% | 63\% | * | 20\% |
| Both Subjects |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Class of 2011 | 52\% | 58\% | 74\% | * | 63\% | 76\% | * | * | * | * | * | 65\% | * | 50\% |
| Class of 2010 | 52\% | 59\% | 61\% | * | 57\% | 63\% | * | * | * | * | * | 50\% | * | 20\% |


| STUDENT INFORMATION | \|-------District-------| |  | \|------------State------------1 |  |
| :---: | :---: | :---: | :---: | :---: |
| Total Students: | Count $1,328$ | $\begin{array}{r} \text { Percent } \\ 100.0 \% \end{array}$ | $\begin{gathered} \text { Count } \\ 4,978,120 \end{gathered}$ | $\begin{array}{r} \text { Percent } \\ 100.0 \% \end{array}$ |
| Students By Grade: Early Childhood Education | 11 | 0.8\% | 13,231 | 0.3\% |
| Pre-Kindergarten | 22 | 1.7\% | 224,322 | 4.5\% |
| Kindergarten | 90 | $6.8 \%$ | 379,093 | 7.6\% |
| Grade 1 | 90 | 6.8\% | 392,017 | 7.9\% |
| Grade 2 | 102 | 7.7\% | 383,181 | 7.7\% |
| Grade 3 | 94 | 7.1\% | 379,079 | $7.6 \%$ |
| Grade 4 | 87 | 6.6\% | 375,473 | 7.5\% |
| Grade 5 | 91 | 6.9\% | 377,502 | 7.6\% |
| Grade 6 | 114 | 8.6\% | 372,602 | 7.5\% |
| Grade 7 | 98 | 7.4\% | 365,903 | 7.4\% |
| Grade 8 | 123 | 9.3\% | 360,027 | 7.2\% |
| Grade 9 | 116 | 8.7\% | 393,268 | 7.9\% |
| Grade 10 | 103 | 7.8\% | 346,573 | 7.0\% |
| Grade 11 | 109 | 8.2\% | 322,783 | 6.5\% |
| Grade 12 | 78 | 5.9\% | 293,066 | 5.9\% |
| Ethnic Distribution: African American | 12 | 0.9\% | 637,934 | 12.8\% |
| Hispanic | 282 | 21.2\% | 2,530,789 | 50.8\% |
| White | 996 | 75.0\% | 1,520,320 | 30.5\% |
| American Indian | 7 | 0.5\% | 22,224 | $0.4 \%$ |
| Asian | 9 | 0.7\% | 176,755 | 3.6\% |
| Pacific Islander | 2 | $0.2 \%$ | 6,227 | $0.1 \%$ |
| Two or More Races | 20 | 1.5\% | 83,871 | 1.7\% |
| Economically Disadvantaged | 493 | 37.18 | 3,008,464 | 60.4\% |
| Non-Educationally Disadvantaged | 835 | $62.9 \%$ | 1,969,656 | 39.6\% |
| Limited English Proficient (LEP) | 51 | 3.8\% | 837,536 | 16.8\% |
| Students w/Disciplinary Placements (2010-11) | 17 | 1.2\% | $89,719$ | $1.8 \%$ |
| At-Risk | 223 | 16.8\% | 2,262,066 | 45.4\% |
| Graduates (Class of 2011): <br> Total Graduates | 92 | 100.0\% | 290,581 | 100.0\% |
| By Ethnicity (incl. Special Ed.): African American | 3 | 3.3\% | 38,755 | 13.3\% |
| Hispanic | 10 | 10.9\% | 127,746 | $44.0 \%$ |
| White | 76 | 82.6\% | 107,597 | 37.0\% |
| American Indian | 1 | 1.1\% | 1,430 | 0.5\% |
| Asian | 1 | 1.1\% | 10,468 | 3.6\% |
| Pacific Islander | 0 | 0.0\% | 406 | 0.1\% |
| Two or More Races | 1 | 1.1\% | 4,179 | 1.4\% |
| By Graduation Type (incl. Special Ed.): Minimum H.S. Program Recommended H.S. Pgm./DAP | 5 87 | $\begin{array}{r} 5.4 \% \\ 94.6 \% \end{array}$ | $\begin{array}{r} 57,772 \\ 232,809 \end{array}$ | $\begin{aligned} & 19.9 \% \\ & 80.1 \% \end{aligned}$ |
| Special Education Graduates | 4 | 4.3\% | 26,142 | 9.0\% |



| STAFF INFORMATION | \|--------District-------| |  | \|-----------State-----------1 |  |
| :---: | :---: | :---: | :---: | :---: |
|  | Count | Percent | Count | Percent |
| Total Staff: | 140.5 | 100.0\% | 637,847.6 | 100.0\% |
| Professional Staff: | 108.6 | $77.3 \%$ | 406, 954.3 | 63.8\% |
| Teachers | 92.1 | 65.6\% | 324,144.6 | 50.8\% |
| Professional Support | 7.5 | 5.3\% | 57,782.9 | 9.1\% |
| Campus Administration (School Leadership) | 7.0 | 5.0\% | 18,480.5 | 2.9\% |
| Central Administration | 2.0 | 1.4\% | 6,546.3 | 1.0\% |
| Educational Aides: | 14.9 | 10.6\% | 58,114.0 | 9.1\% |
| Auxiliary Staff: | 17.0 | 12.1\% | 172,779.4 | 27.1\% |
| Total Minority Staff: | 6.0 | 4.3\% | 284,793.9 | 44.6\% |
| Teachers by Ethnicity and Sex: |  |  |  |  |
| African American | 0.0 | 0.0\% | 29,897.0 | 9.2\% |
| Hispanic | 4.0 | 4.3\% | 79,115.8 | 24.4\% |
| White | 88.1 | 95.7\% | 205,476.3 | 63.4\% |
| American Indian | 0.0 | 0.0\% | 1,310.3 | 0.4\% |
| Asian | 0.0 | 0.0\% | 4,281.5 | 1.3\% |
| Pacific Islander | 0.0 | 0.0\% | 255.6 | $0.1 \%$ |
| Two or More Races | 0.0 | 0.0\% | 3,808.1 | 1.2\% |
|  |  |  |  |  |
| Females | $67.5$ | $73.2 \%$ | $249,017.7$ | $76.8 \%$ |
| Teachers by Highest Degree Held: |  |  |  |  |
| Bachelors | 72.8 | 79.1\% | 245,911.1 | 75.9\% |
| Masters | 19.3 | 20.9\% | 73,951.5 | 22.8\% |
| Doctorate | 0.0 | 0.0\% | 1,748.8 | 0.5\% |
| Teachers by Years of Experience: |  |  |  |  |
| Beginning Teachers $1-5$ Years Experience | 2.0 18.5 | $2.2 \%$ $20.1 \%$ | $14,993.4$ $92,933.8$ | $4.6 \%$ $28.7 \%$ |
| 6-10 Years Experience | 19.0 | 20.6\% | 72,188.9 | 22.3\% |
| 11-20 Years Experience | 36.4 | 39.5\% | 86,121.9 | 26.6\% |
| Over 20 Years Experience | 16.2 | 17.6\% | 57,906.6 | 17.9\% |
| Number of Students per Teacher: | 14.4 | n/a | 15.4 | n/a |

STAFF INFORMATION (Continued)
Average Years Experience of Teachers:
Average Years Experience of Teachers with District:
verage Teacher Salary by Years of Experience: (regular duties only)

## Beginning Teachers

1-5 Years Experience
11-20 Years Experience Over 20 Years Experience

Average Actual Salaries (regular duties only):
Teachers
Professional Support
Campus Administration (School Leadership) Central Administration

Turnover Rate for Teachers:
Instructional Staff Percent:
STAFF EXCLUSIONS:
Shared Services Arrangement Staff:
$\begin{array}{ll}\text { Professional Staff } & 0.0 \\ \text { Educational Aides } & 0.0\end{array}$
Auxiliary Staff
Contracted Instructional Staff:
$\$ 39,730$
$\$ 42,133$
$\$ 42,133$
$\$ 45,146$
$\$ 45,146$
$\$ 51,172$
$\$ 51,172$
$\$ 56,496$
\$48,802
53,601
$\$ 53,601$
$\$ 70,354$
\$110,900
17.5\%
75.7\%
0.0
0.2

| 13.1 yrs. | 11.6 yrs. |
| :---: | :---: |
| 7.0 yrs. | 8.1 yrs. |

7.0 yrs.
8.1 yrs.
\$40,911
$\$ 40,911$
$\$ 43,669$
$\$ 43,669$
$\$ 46,224$
$\$ 46,224$
$\$ 50,064$
$\$ 50,064$
$\$ 58,031$
\$48,375
\$56,219
\$70,510
\$89, 811
12.6\%
64.1\%

1,127.0
243.3

5,645.2
1,645.5


| ACTUAL EXPENDITURE INFORMATION (continued) | General Fund | Percent | Per Student | $\begin{aligned} & \text { All } \\ & \text { Funds } \end{aligned}$ | Percent | Per Student | $\begin{aligned} & \text { All } \\ & \text { Funds } \end{aligned}$ | Percent | Per Student |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| By Function (Objects 6100-6400 only) : |  |  |  |  |  |  |  |  |  |
| Total Operating Expenditures | \$10, 805,145 | 100.0\% | \$8,468 | \$12,184,686 | 100.0\% | \$9,549 | \$42,804,942,407 | 100.0\% | \$8,717 |
| Instruction (11,95) | \$6,439,533 | 59.6\% | \$5,047 | \$7,179,731 | 58.9\% | \$5,627 | \$24,850,834,243 | $58.1 \%$ | \$5,061 |
| Instructional-Related Services $(12,13)$ | \$254,211 | 2.4\% | \$199 | \$254,211 | 2.1\% | \$199 | \$1, 487, 980,138 | 3.5\% | \$303 |
| Instructional Leadership (21) | \$100,041 | 0.9\% | \$78 | \$100, 041 | 0.8\% | \$78 | \$633,188,477 | 1.5\% | \$129 |
| School Leadership (23) | \$794,805 | 7.4\% | \$623 | \$794,805 | 6.5\% | \$623 | \$2,416, 161,985 | 5.6\% | \$492 |
| Support Services-Student (31, 32,33) | \$461,128 | 4.3\% | \$361 | \$463,672 | 3.8\% | \$363 | \$2, 050, 747, 085 | 4.8\% | \$418 |
| Student Transportation (34) | \$301, 016 | 2.8\% | \$236 | \$301, 016 | 2.5\% | \$236 | \$1,203,209,454 | 2.8\% | \$245 |
| Food Services (35) | \$0 | 0.0\% | \$0 | \$550,678 | 4.5\% | \$432 | \$2,299, 738, 035 | 5.4\% | \$468 |
| Cocurricular Activities (36) | \$569,431 | 5.3\% | \$446 | \$655, 552 | 5.4\% | \$514 | \$1,156, 668, 526 | 2.7\% | \$236 |
| Central Administration (41,92 **) | \$520,150 | 4.8\% | \$408 | \$520,150 | 4.3\% | \$408 | \$1,336,156,478 | 3.1\% | \$272 |
| Plant Maintenance and Operations (51) | \$1,142,398 | 10.6\% | \$895 | \$1,142,398 | 9.4\% | \$895 | \$4, 423, 322,992 | 10.3\% | \$901 |
| Security and Monitoring Services (52) | \$1,952 | 0.0\% | \$2 | \$1,952 | 0.0\% | \$2 | \$330, 934, 637 | $0.8 \%$ | \$67 |
| Data Processing Services (53) | \$220,480 | 2.0\% | \$173 | \$220,480 | 1.8\% | \$173 | \$616,000,357 | 1.4\% | \$125 |
| Community Services (61) | \$21,796 | n/a | \$17 | \$21,796 | n/a | \$17 | \$209,373,294 | n/a | \$43 |
| Equity Transfers <br> (excluded from expenditures) | \$5,397, 461 | n/a | \$4,230 | \$5,397,461 | n/a | \$4,230 | \$1, 034, 195, 645 | n/a | \$211 |
| Instructional Expenditure Ratio (11,12,13,31) |  | 63.8\% |  |  |  |  |  | 64.8\% |  |
| ACTUAL PROGRAM EXPENDITURE INFORMATION (2010-11) |  |  |  |  |  |  |  |  |  |
| By Program: |  |  |  |  |  |  |  |  |  |
| Total Operating Expenditures | \$8,730,008 | 100.0\% | \$6,842 | \$9,449,267 | 100.0\% | \$7,405 | \$32,209,900,270 | 100.0\% | \$6,559 |
| Bilingual/ESL Education (25) | \$79,292 | 0.9\% | \$62 | \$79,292 | 0.8\% | \$62 | \$1, 150, 211, 353 | 3.6\% | \$234 |
| Career \& Technical Education (22) | \$250,180 | 2.9\% | \$196 | \$250, 180 | 2.6\% | \$196 | \$1,080, 000, 452 | 3.4\% | \$220 |
| Accelerated Education (24,30) | \$333,882 | 3.8\% | \$262 | \$479,992 | 5.1\% | \$376 | \$4,124,466,726 | 12.8\% | \$840 |
| Gifted \& Talented Education (21) | \$88,254 | 1.0\% | \$69 | \$89,520 | 0.9\% | \$70 | \$406, 931, 100 | 1.3\% | \$83 |
| Regular Education (11) | \$6,015,456 | 68.9\% | \$4,714 | \$6,244,021 | 66.1\% | \$4,893 | \$18,850,503,238 | 58.5\% | \$3,839 |
| Special Education (23) | \$1,291, 325 | 14.8\% | \$1,012 | \$1,634,643 | 17.3\% | \$1,281 | \$5,123, 262,630 | 15.9\% | \$1,043 |
| Athletics/Related Activities (91) | \$470,083 | 5.4\% | \$368 | \$470,083 | 5.0\% | \$368 | \$796,806,151 | 2.5\% | \$162 |
| High School Allotment (31) | \$125,632 | 1.4\% | \$98 | \$125,632 | 1.3\% | \$98 | \$323,890,152 | 1.0\% | \$66 |
| Other ( $26,28,29$ ) | \$75,904 | 0.9\% | \$59 | \$75,904 | 0.8\% | \$59 | \$353,828,468 | 1.1\% | \$72 |


| PROGRAM INFORMATION | \|-------District-------| |  | \|-----------State----------1 |  |
| :---: | :---: | :---: | :---: | :---: |
|  | Count | Percent | Count | Percent |
| Student Enrollment by Program: |  |  |  |  |
| Bilingual/ESL Education | 50 | 3.8\% | 809,074 | 16.3\% |
| Career \& Technical Education | 240 | 18.1\% | 1,072,030 | 21.5\% |
| Gifted \& Talented Education | 80 | 6.0\% | 381, 706 | 7.7\% |
| Special Education | 128 | 9.6\% | 430,350 | 8.6\% |
| Teachers by Program (population served) : |  |  |  |  |
| Bilingual/ESL Education | 1.3 | 1.4\% | 17,231.0 | 5.3\% |
| Career \& Technical Education | 2.7 | 2.9\% | 13,232.7 | 4.1\% |
| Compensatory Education | 1.8 | 1.9\% | 9,285.6 | 2.9\% |
| Gifted \& Talented Education | 1.0 | 1.1\% | 6,191.5 | 1.9\% |
| Regular Education | 69.8 | 75.7\% | 238,754.3 | 73.7\% |
| Special Education | 10.9 | 11.9\% | 28,977.2 | 8.9\% |
| Other | 4.7 | 5.1\% | 10,472.3 | 3.2\% |


| Indicator: St | State | $\begin{aligned} & \text { Region } \\ & 13 \end{aligned}$ | Dist | trict | $\begin{aligned} & \text { BE } \\ & \text { Total } \end{aligned}$ | $\begin{gathered} \text { BE-Trans } \\ \text { Early } \\ \text { Exit } \end{gathered}$ | BE-Trans Late Exit | $\begin{aligned} & \text { BE-Dual } \\ & \text { Two-Way } \end{aligned}$ | BE-Dual <br> One-Way | $\begin{gathered} \text { ESL } \\ \text { Total } \end{gathered}$ | ESL <br> Content | $\begin{gathered} \text { ESL } \\ \text { Pull-out } \end{gathered}$ | $\begin{gathered} \text { LEP } \\ \text { No } \\ \text { Services } \end{gathered}$ | $\begin{gathered} \text { LEP } \\ \text { with } \\ \text { Services } \end{gathered}$ | Total LEP |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| TAKS Met 2012 Standard | (Sum | of Grades |  | and 11) |  |  |  |  |  |  |  |  |  |  |  |
| Eng Lang Arts 2012 | 92\% | 93\% |  | 98\% | * | * | * | * | * | * | * | * | * | * | * |
| Mathematics 2012 | 82\% | 84\% |  | 93\% | * | * | * | * | * | * | * | * | * | * | * |
| Science 2012 | 84\% | 86\% |  | 95\% | * | * | * | * | * | * | * | * | * | * | * |
| Soc Studies 2012 | 96\% | 96\% |  | 98\% | * | * | * | * | * | * | * | * | * | * | * |
| All Tests 2012 | 75\% | 77\% |  | 89\% | * | * | * | * | * | * | * | * | * | * | * |
| Progress of Prior Year taks Failers |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Percent of Failers Pas | assing | TAKS (Sum | of | Grades | 10 and | 11) |  |  |  |  |  |  |  |  |  |
| Eng Lang Arts 2012 | 57\% | 57\% |  | * | * | * | * | * | * | * | * | * | * | * | * |
| Mathematics 2012 | 50\% | 48\% |  | 62\% | * | * | * | * | * | * | * | * | * | * | * |

'@' Asian, Pacific Islander and Two or More Races are not available for indicators that use the former race/ethnicity definitions. See the Glossary for more details.
'^' Primary Spring Administration, plus October first-time 11th grade testers who pass all 4 tests in October
'?' Indicates that the data for this item were statistically improbable, or were reported outside a reasonable range
'*' Indicates results are masked due to small numbers to protect student confidentiality.
' Indicates zero observations reported for this group.
n/a' Indicates data reporting is not applicable for this group.
'\#' The $\$ 0.176$ includes 213 districts with an Interest and Sinking ( $I \& S$ ) tax rate of $\$ 0.000$. Among districts with $I \& S$ tax rates, the state average is $\$ 0.222$
'@@' Not used for School Funding calculations
'**' Function 81, for charter schools only, is included in the Central Administration Total Operating Expenditure.
'+' For this district, state revenue includes
distributed under the Federal American Recovery and Reinvestment Act.

## ESC Region 13 REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

Bastrop Independent School District, Bartlett Independent School District, Blanco Independent School District, Burnet Consolidated Independent School District, Comal Independent School District, Comfort Independent School District, Coupland Independent School District, Del Valle Independent School District, Dime Box Independent School District, Doss Consolidated Independent School District, Dripping Springs Independent School District, Eanes Independent School District, Elgin Independent School District, Fayetteville Independent School District, Flatonia Independent School District, Florence Independent School District, Fredericksburg Independent School District, Georgetown Independent School District, Giddings Independent School District, Gonzales Independent School District, Granger Independent School District, Harper Independent School District, Hays Consolidated Independent School District, Hutto Independent School District, Jarrell Independent School District, Johnson City Independent School District, La Grange Independent School District, Lago Vista Independent School District, Lake Travis Independent School District, Leander Independent School District, Lexington Independent School District, Liberty Hill Independent School District, Llano Independent School District, Lockhart Independent School District, Luling Independent School District, Manor Independent School District, Marble Falls Independent School District, Marion Independent School District, McDade Independent School District, Navarro Independent School District, New Braunfels Independent School District, Nixon-Smiley Consolidated Independent School District, Pflugerville Independent School District, Prairie Lea Independent School District, Round Rock Independent School District, Round Top-Carmine Independent School District, San Marcos Consolidated Independent School District, Schertz-Cibolo-Universal City Independent School District, Schulenburg Independent School District, Seguin Independent School District, Smithville Independent School District, Taylor Independent School District, Thrall Independent School District, Waelder Independent School District, and Wimberley Independent School District ("member districts"), hereby agree to cooperatively operate certain aspects of their special education programs as described herein under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the ESC Region 13 RDSPD SSA REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SSA ("ESC Region 13 RDSPD SSA RDSPD SSA").

Member districts agree that:

## 1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the member districts may provide for the efficient delivery of legally required special education
and related services to eligible students who are deaf or hard of hearing residing within the boundaries of the member districts who are parties to this Agreement. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the ESC Region 13 RDSPD SSA, subject to the Admission, Review, \& Dismissal ("ARD") Committee recommendations.
1.2 The member districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.
1.3 The ESC Region 13 RDSPD SSA's administrative offices will be located in Austin, Texas.
1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. $\S 12101$ et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code $\S \S 30.081$ 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes; and the ESC Region 13 RDSPD SSA administrative guidelines approved by the Shared Service Arrangement (SSA) Management Board. Administrative Guidelines inconsistent with the terms of this SSA will be deemed null and void.
1.5 Should an Local Education Agency ("LEA") seek to become a member district of the ESC Region 13 RDSPD SSA, a written request must be provided to the ESC Region 13 RDSPD SSA designee for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a Member. Any reconfiguration is subject to approval by each member district's Board of Trustees.
1.6 It is agreed and understood that the Education Service Center - Region 13 is not considered a member district for purposes of this Agreement. The Education Service Center Region 13 is serving in the role of Fiscal Agent and is not considered a Local Education Agency (LEA) as contemplated by IDEA.
1.7 AI students not enrolled in the ESC Region 13 RDSPD SSA who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent
the processing of linguistic information to impede academic progress, shall not be enrolled in the RDSPD for direct services. The ESC Region 13 RDSPD SSA shall, upon written request to the Region 13 designee, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the ESC Region 13 RDSPD SSA designee of the ESC Region 13 RDSPD SSA, the ESC Region 13 RDSPD SSA will make available personnel for consultation on a per pupil fee basis. Any member district seeking to access these services shall provide notice to the ESC Region 13 RDSPD SSA by the end of the previous school year. Personnel for consultation will be provided on a per-pupil fee basis. The per-pupil fee will be set at each annual budget proposal and is subject to approval by the SSA Management Board.

## 2. Management

2.1 The ESC Region 13 RDSPD SSA shall be governed by the SSA Management Board ("Management Board") comprised of the Special Education Directors/Coordinators for the participating member districts or their designees and a representative from the Fiscal Agent. Such Management Board will meet, at least annually, to review the SSA Agreement. Other meetings shall be scheduled as determined by the chairperson whereby the Management Board may either meet as a whole or as ad hoc sub-committees to address issues related to funding, programming, operation, and short and long-term needs of the RDSPD SSA. The Fiscal Agent will be assigned to record, prepare and maintain minutes. Management Board members shall keep their respective superintendents advised of ESC Region 13 RDSPD SSA Management Board actions, as appropriate.
2.2 Members of the Management Board shall annually appoint a chairperson each May for the forthcoming academic year. Term of office shall be for one year and shall begin on July 1 and end on June 30. Appointment of a chairperson requires approval of a majority of a quorum of the Management Board.
2.3 The Fiscal Agent, on behalf of the ESC Region 13 RDSPD SSA, may purchase goods and services necessary to administer and operate the ESC Region 13 RDSPD SSA. All personal property including, but not limited to, instructional materials, AT equipment, computers, and testing materials purchased for the SSA using RDSPD funds (as set forth in Section 4.4), shall be deemed property of the ESC Region 13 RDSPD SSA. All personal property purchased with ESC IDEA B discretionary funds shall be deemed property of the ESC Region 13 RDSPD SSA. The ESC Region 13 RDSPD SSA designee has the discretion to allot an amount of funds to be applied to materials in support of instruction. It is further agreed that ESC Region 13 RDSPD SSA may, in its discretion, transfer personal property to member districts based upon student need.
2.4 Members of the Management Board will establish and maintain SSA Administrative Guidelines. Any Administrative Guidelines that are inconsistent with this Agreement shall be deemed null and void. Any revision to the Administrative Guidelines requires a majority vote of the Members of the Management Board.
2.5 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of member districts. A quorum is defined as a majority of all of the member districts of the ESC Region 13 RDSPD SSA. It is agreed and understood that the Directors of Special Education SSAs may vote on behalf of that Special Education SSA's membership if such authority has been granted to the Director of the Special Education SSA. The ESC Region 13 RDSPD SSA designee has discretion to allow for votes to be submitted by written communication.
2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all boards of trustees of the member districts.
2.7 The Management Board may by a majority vote of its membership, recommend revocation of the membership of a member district for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the ESC Region 13 RDSPD SSA, or for non-compliance with the terms and conditions of any written agreement between the ESC Region 13 RDSPD SSA and the member district in question. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. The ESC Region 13 RDSPD SSA Board shall submit its recommendation to revoke the membership of the member district to the member districts' Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the member district being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all member districts with the exception of the member district being recommended for revocation.

## 3. Personnel

3.1 The chief administrator of the ESC Region 13 RDSPD SSA will be the ESC Region 13 RDSPD SSA designee. The ESC Region 13 RDSPD SSA designee shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the ESC Region 13 RDSPD SSA designee and do not require Management Board action. Additionally, the ESC Region 13 RDSPD SSA designee has discretion to provide feed-back regarding the delivery of instructional services by RDSPD

[^1]funded staff or at a Cluster site. At any time, should the ESC Region 13 RDSPD SSA designee determine that the Cluster Site is unable to fulfill the criteria as contemplated by this Agreement, then a new Cluster Site will be determined by the ESC Region 13 RDSPD SSA designee on behalf of the Fiscal Agent. The ESC Region 13 RDSPD SSA designee, with the approval of the Management Board, may determine the location of Cluster Sites. It is further agreed that Cluster Site selection is contingent upon the member district Board of Trustees approval where the Cluster Site is to be located.
3.2 The Special Education Director of each member district shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act, unless otherwise indicated in the member district's Board policy.
3.3 The ESC Region 13 RDSPD SSA designee may assist member districts in locating and interviewing qualified, certified deaf education and instructional personnel, educational interpreters or other professionals who provide direct deaf education services upon request of a member district. It is agreed and understood that each member district remains responsible for hiring qualified staff. All individuals providing services on behalf of the SSA must be appropriately certified or licensed to perform the applicable services.
3.4 Each member district shall be responsible for adopting a salary schedule for deaf education personnel who are providing direct and related services for that member district and who are employed by that member district.
3.5 Deaf education personnel who are employed by a member district, but are funded by ESC Region 13 RDSPD SSA, to provide itinerant services or centralized services, are subject to the policies of that member district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits and personnel evaluations. Additionally, that member district retains final hiring and termination authority regarding employment of the SSA personnel who are employed by that member district. The assignment of funds for deaf education personnel is at the discretion of ESC Region 13 RDSPD SSA.
3.6 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the district with whom the employee has a contractual or employment relationship. Any hearing on an employee grievance or termination involving a ESC Region 13 RDSPD SSA employee, is the responsibility of, and will be held in accordance with the policies of the ESC Region 13 RDSPD SSA.
3.7 Except as otherwise provided herein, each member district shall be responsible for evaluating deaf education personnel employed by that member district, pursuant to the evaluation policies and procedures of that member district. ESC Region 13 RDSPD SSA staff
may provide evaluation input for SSA personnel employed by a member district, at the discretion of the ESC Region 13 RDSPD SSA designee. ESC Region 13 RDSPD SSA employees will be evaluated pursuant to the respective ESC Region 13 RDSPD SSA policies and procedures.
3.8 Cluster Site Deaf Education personnel which may include deaf education certified teachers, audiologists, certified interpreters and classroom aides are employed by the member district where the sites are located. Cluster site personnel salaries, travel and consumable materials are funded by ESC Region 13 RDSPD SSA pursuant to letters of agreement between ESC Region 13 RDSPD SSA and the member district Cluster Site. Cluster Site Deaf Education Personnel are subject to the personnel policies of the member district where the site is located, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits.

Itinerant certified deaf education teachers, who provide services at a student's home campus, are employed by member districts who have agreed to employ itinerant deaf education certified teachers, at the request of the ESC Region 13 RDSPD SSA designee, who has determined such is needed for program operation and efficiency. Itinerant salaries, travel and consumable materials are funded by ESC Region 13 RDSPD SSA pursuant to letters of agreement between ESC Region 13 RDSPD SSA and the member district who has agreed to employ itinerant deaf education certified teachers to serve the ESC Region 13 RDSPD SSA. Itinerant Deaf Education certified teachers employed by a member district are subject to the personnel policies of that member district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits.

ESC Region 13 RDSPD SSA may employ additional itinerant staff which may include deaf education certified teachers, certified interpreters, audiologists, deaf education consultant, secretary and the ESC Region 13 RDSPD SSA designee. Such ESC Region 13 RDSPD SSA itinerant staff will be subject to ESC Region 13 employment policies, including, but not limited to, all policies governing contracts, at-will employment, leave and benefits and evaluations. ESC Region 13 retains final hiring and termination authority for its employees. It is agreed and understood that ESC Region13 deaf education certified teachers and audiologists will be assigned to implement Part-C services for eligible infants as part of their duties.

## 4. Fiscal Agent

4.1 The ESC Region 13 shall serve as the Fiscal Agent.
4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent shall provide
accounting services, reports, and shall perform any other responsibilities required by ESC Region 13 RDSPD SSA Administrative Guidelines. Such Guidelines must be specifically approved by the Fiscal Agent. The Fiscal Agent will maintain personnel records and payroll systems for ESC Region 13 employees.
4.3 The Fiscal Agent is responsible for preparing the operational budget for the Region 13 RDSPD SSA. The Fiscal Agent will account for salaries and expenses of Region 13 RDSPD SSA personnel and Region 13 RDSPD SSA operating expenses. Member districts who employ Cluster Site or itinerant personnel will account for salaries and expenses of those employees consistent with Section 3.8 herein. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. Member district per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations.
4.4 The ESC Region 13 RDSPD SSA is funded as follows: Two levels of tuition charges to member districts: Tier 1 basic fee for weekly services provided to itinerant schoolage students and infants served in the home program, and Tier 2 tuition charged for those students placed at cluster sites who are receiving daily services supplemented by resources at the cluster site districts.

Tier 1 Fee calculation for basic services to itinerant students and infants is set forth in Section 7.2 herein.

The total state and federal revenue received by the ESC Region 13 RDSPD SSA includes the following sources:

State Deaf Funds
IDEA-B Preschool Deaf
IDEA-B Discretionary Deaf
IDEA-B Formula Deaf
IDEA-C ECI
Local Fee based on December 1 Child Count
Total Budget - Expenses $=$ Negative $/$ Deficit
Total Deficit/All students enrolled on December 1 = Amount due per student Tier 1
Tier 2 fee calculations for daily services to students at cluster site districts are determined as follows:

Tier 2 fee calculations includes a fee added to the Tier 1 Basic Services which is calculated for those students who are transported to a cluster site for daily deaf education services from ESC Region 13 RDSPD SSA. This is to off-set the costs incurred by the Cluster site district in providing administrative oversight and services to out of district students not directly funded by the SSA. The additional fee does not apply to students who are served by itinerant staff and remain in their home district. Additionally, this fee does not apply to resident students receiving services at the Cluster site

The amount of the additional Tier 2 fee may change as cost estimates are updated at the discretion of ESC Region 13 RDSPD SSA with information provided by the Cluster Sites.

This amount may be updated annually and is subject to the approval by ESC Region 13 RDSPD SSA Management Board.

To offset the costs incurred by a Cluster Site district in providing administrative oversight and services not funded by the SSA, as set forth herein, the following formula shall apply:

1. Multiply the Tier 1 amount times each resident student living in a cluster site district;
2. Multiply the Tier 2 amount times each student transported daily to that cluster site district; and
3. Subtract total in step 2 above from total in step 1 above to ascertain the amount the Cluster Site district incurred for delivery of services not covered by the ESC Region 13 RDSPD SSA which will be factored into the final amount due from the Cluster site district.

Tier 2 requires annual documentation from the cluster district sites on how these funds were spent serving RDSPD students from outside the district and is used to project the fee for the following school year.
4.5 Except as otherwise provided herein, the Fiscal Agent will prepare and submit, any reports or applications required by federal or state law or RDSPD Administrative Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a member district's failure to maintain its effort.
4.6 The Fiscal Agent, on behalf of the SSA, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request Americans with Disabilities Act and FERPA compliance by each service provider.
4.7 The Fiscal Agent must notify the member districts of any intention to withdraw as Fiscal Agent of the SSA on or before October 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 preceding the end of the fiscal year that it intends to be its last fiscal year to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency.
4.8 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a member district as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a member district, if so elected by the Management Board, is not required to serve as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would require specific approval by the member district's Board of Trustees or other governing body, if not an ISD.
4.9 Each member district, where the student resides, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each member district where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving ESC Region 13 RDSPD SSA services. In the event a member district fails to submit PEIMS student data on the 163 Record for a student who has been served by the ESC Region 13 RDSPD SSA, it is agreed and understood that the member districts that failed to report a ESC Region 13 RDSPD SSA student will contribute toward the financial deficit resulting from such failure, and agrees to pay the amount of lost funding that the students who were not reported would have generated. The additional costs will be calculated by ESC Region 13 and invoiced to the member district in the spring in addition to the annual tuition charges for the member district's student(s).

## 5. Member Districts' General Obligations

5.1 Member Districts agree that any funds assessed under ESC Region 13 RDSPD SSA Administrative Guidelines or this Agreement will be remitted within ninety (90) calendar days of receiving a statement from the Fiscal Agent. Each member district acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds.
5.2 Each member district will be liable for any cost associated with its residentially placed students. This includes any transportation cost incurred as a result of a district's initiated placement in the Texas School for the Deaf.
5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the ESC Region 13 RDSPD SSA operations. Member districts retain responsibility for maintaining student eligibility folders.
5.4 Member districts, including the cluster site member districts, shall provide suitable and sufficient classroom space to accommodate students of the program who are Auditorially Impaired as well as office space for supportive personnel as requested by the ESC Region 13 RDSPD SSA and retain responsibility for cost related to such classroom facilities.
5.5 The withdrawing member district, which is not a cluster site, at the time of reconfiguration, shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, AT in its possession to the ESC Region 13 RDSPD SSA consistent with Section 2.3. It is further agreed that the withdrawing member district will not be entitled to any carry over funds. The withdrawing member district retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the ESC Region 13 RDSPD SSA, not to exceed $\$ 5,000.00$.
5.6 The withdrawing member district which is serving as a cluster site at the time of the reconfiguration shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, AT in its possession to the ESC Region 13 RDSPD SSA consistent with Section 2.3. After consultation with the cluster site member district, the ESC Region 13 RDSPD SSA, in its discretion may distribute personal property based on student need. It is further agreed that the withdrawing member district will not be entitled to carryover funds, if any. The withdrawing member district retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the ESC Region 13 RDSPD SSA, not to exceed $\$ 5,000.00$.
5.7 Except as otherwise provided herein, member districts are ultimately responsible for the education of all students with Auditory Impairments within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. For students who are being served in the Cluster Site or through the itinerant programs, the ESC Region 13 RDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Pupil Appraisal Support
- Auditory Training
- Speech and Language Assistance
- Itinerant Teachers
- Specialized Assistive Listening Devices
- Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee as needed

The provision of any services referenced in provision 5.7 is contingent upon the ARD Committee determination that such services are necessary for the provision of a Free and Appropriate Public Education (FAPE).
5.8 Initial Evaluation for Eligibility is the responsibility of the member district wherein the student resides. The ESC Region 13 RDSPD SSA will fund Audiological reevaluations, but not initial Audiological evaluations. The re-evaluation of RDSPD students is the responsibility of the District serving the student. The serving district (Cluster Site) may seek support for the evaluation from the sending district and/or ESC Region 13 RDSPD SSA, but the serving District retains responsibility for the completion of the evaluation.
5.9 Each member district agrees that prior to joining another RDSPD SSA that the member district agrees to consult with the ESC Region 13 RDSPD SSA Management Board and the ESC Region 13 RDSPD SSA designee regarding the dual membership.
5.10 Each member district agrees to adhere to the procedures described in the ESC Region 13 RDSPD SSA Administrative Guidelines.
5.11 Member districts who are members of special education shared services arrangements shall notify the ESC Region 13 RDSPD SSA designee of the ESC Region 13 RDSPD SSA of reconfigurations impacting the special education shared services arrangement prior to the effective date of the withdrawal of the member districts or dissolution of the special education SSA.

## 6. Non-Member Services

6.1 Students from school districts other than those member districts who are parties to this Agreement ("non-member LEAs") will be considered for services/placement upon written

[^2]request to the ESC Region 13 RDSPD SSA designee or other Administrator as determined by the Fiscal Agent of the ESC Region 13 RDSPD SSA. An authorized representative of the nonmember LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The member district Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs. The member districts acknowledge that it is TEA's expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the SSA RDSPD, the Fiscal Agent shall refer the matter to TEA for review.
6.2 Factors to be considered by the Management Board when considering the nonmember LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional ESC Region 13 RDSPD SSA staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of the student as AI to the ESC Region 13 RDSPD SSA as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by ESC Region 13 RDSPD SSA in providing educational services to the student(s); and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student or his or her parents.
6.3 The costs for providing Non-Member LEA educational services shall be in accordance with the fee schedule at Exhibit "A", as applicable and as may be amended from time to time by the ESC Region 13 RDSPD SSA designee for the Fiscal Agent. Further, the nonmember LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract as set forth in the form attached as Exhibit "A".
6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "B".
6.5 Students from Charter Schools who are not parties to this Agreement may be considered for placement upon request to the ESC Region 13 RDSPD SSA designee of the Fiscal Agent of the RDSPD through a services contract. Such contracts shall be in the form attached as Exhibit "C". The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as Exhibit "A".
6.6 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the ESC Region 13 RDSPD SSA will provide contact information of providers with whom those schools may directly contract for services, if available.
6.7 Each member district, by approval of this ESC Region 13 RDSPD SSA Agreement, authorizes and delegates to the member district's Superintendent the authority to execute the forms of agreements set forth at Exhibits "B" and "C".

## 7. Fiscal Practices

7.1 The ESC Region 13 RDSPD SSA will operate on a budget prepared by the ESC Region 13 RDSPD SSA designee, reviewed and approved by the Management Board. The special education director of each member district or Co-op shall ensure that the respective share to be contributed to the RDSPD is included in the budget adopted by the member district board of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.
7.2 Administrative costs, including, but not limited to, all costs and salaries related to the ESC Region 13 RDSPD SSA designee, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, and contracts with outside service providers, including, but not limited to audiologists, interpreters, and consultants, as well as any uncontrollable costs, incurred by the ESC Region 13 RDSPD SSA, over and above the amount of state deaf and/or federal funds (local fee), shall be divided among member districts based upon the number of students enrolled in the ESC Region 13 RDSPD SSA on December 1.

The total count of students enrolled in the ESC Region 13 RDSPD SSA for services for itinerant, home program or at cluster sites as of December 1 will be the basis of tuition calculation for the school year.

LEAs have an opportunity to update and correct student data information which may impact student invoicing to that member district between Dec 1 and the end of the $3^{\text {rd }}$ week of January after winter break. During this period, LEAs who have enrolled RDSPD students would have the opportunity to make corrections to the ESC database. Member districts which fail to update student data information by the time set forth herein will be required to submit payment for invoice.

During this same time period from December 1 through end of $3^{\text {rd }}$ week in January, payment may be modified based upon the following:

- If an ESC Region 13 RDSPD SSA eligible student moves from one ESC Region 13 RDSPD SSA LEA to another ESC Region 13 RDSPD SSA LEA, then each district shall pay half of the tuition (both districts would be invoiced for half the year each).
- If an ESC Region 13 RDSPD SSA eligible student moves out of ESC Region 13 RDSPD SSA, the LEA where the student was served for half the year shall pay half of the tuition for that year.
- If an ESC Region 13 RDSPD SSA eligible student transfers into a ESC Region 13 RDSPD SSA LEA from outside of ESC Region 13 RDSPD SSA, that district shall pay half of the tuition for the remainder of the school year.

This applies to infants, itinerant school-age and cluster served students.
The formula for administrative and uncontrollable costs is set forth in Section 4.4
7.3 Member districts will be notified in writing, by June 1 of the fiscal year regarding the estimate of excess costs to be charged back to member districts and what the maximum total of their shared excess local costs are estimated to be.
7.4 A member district shall not be responsible for any costs associated with the ESC Region 13 RDSPD SSA until such time that a member district has a student receiving services from the ESC Region 13 RDSPD SSA.
7.5 The ESC Region 13 RDSPD SSA's accounts will be audited annually by the independent auditor for the Fiscal Agent.

## 8. Dissolution

8.1 Dissolution of the SSA shall require the affirmative vote of a majority of the Management Board and a majority of the Boards of Trustees of each member district. Upon dissolution, an appraisal of all personal property shall be conducted by the ESC Region 13 RDSPD SSA. The appraised value and the amount of the SSA funds remaining at the time of the dissolution is effectuated, shall be divided equally among the member districts. All TEA timelines and requirements for documentation of affected parties shall apply. After an audit and full satisfaction of all charges and liabilities have been determined, the dissolution will take effect on July 1.

## 9. Risk of Loss

9.1 Except as otherwise provided herein, each member district and ESC Region 13 RDSPD SSA bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.
9.2 Each member district will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents. ESC Region 13 RDSPD SSA or the Fiscal Agent does not provide transportation and does not utilize vehicles for the furtherance of this program.

## 10. Transportation

10.1 Each member district bears responsibility for providing or contracting for the transportation of each of its eligible students to each facility at which services are provided. ESC Region 13 RDSPD SSA has no responsibility in regard to transportation.

## 11. Interpreter Services for School Sponsored Activities Outside the Instructional Day

11.1 It is the responsibility of the member district of the AI student's residence to provide and fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, after-school tutoring and any other extra-curricular activity sponsored by a school district.

## 12. The Cluster Site Determination

12.1 It is agreed and understood that the ESC Region 13 RDSPD SSA designee may determine Cluster Site locations with input from the member districts. Criteria for Cluster Sites shall be set forth in the Administrative Guidelines. Final Cluster Site determination is contingent upon Management Board approval consistent with Section 2.5 herein and approval by the Board of Trustees for the member district where the site is to be located.
12.2 Should the Cluster Site fail to satisfy the criteria set forth in the Administrative Guidelines, the ESC Region 13 RDSPD SSA designee's authority as set forth in Section 3.1, shall apply.

## 13. Legal Responsibilities

13.1 Except as otherwise provided herein, the member district wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").
13.2 Except as otherwise provided herein, the member district wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.
13.3 If the ESC Region 13 RDSPD SSA or ESC Region 13 RDSPD SSA is a named party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the member district wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the ESC Region 13 RDSPD SSA or ESC Region 13 for any legal costs incurred by the ESC Region 13 RDSPD SSA or ESC Region 13.
13.4 Each member district shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship. Education Service Center Region 13 shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.
13.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.
13.6 The member districts of this Shared Services Arrangement contract and ESC Region 13 agree to negotiate in good faith in an effort to resolve any dispute related to this contract. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split among the member districts. ESC Region 13 shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

## 14. The Agreement

14.1 This Agreement will be automatically renewed by each member district annually unless notification of withdrawal is given by a member district or the program is otherwise terminated by action of TEA.
14.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the ESC Region 13 RDSPD SSA.
14.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
14.4 This Agreement is governed by the laws of the State of Texas.
14.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The member districts agree that all remaining provisions of this Agreement will remain in effect.
14.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
14.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.
14.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes
14.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

Executed this $\qquad$ day of $\qquad$ 2012.

Bastrop Independent School District


## Coupland Independent School District

Board President
$\overline{\text { Date of Approval }}$

Del Valle Independent School District

Board President
$\overline{\text { Date of Approval }}$

Dime Box Independent School District

Board President
Date of Approval

Doss Consolidated Independent School District

Board President
$\overline{\text { Date of Approval }}$
Dripping Springs Independent School District

Board President
$\overline{\text { Date of Approval }}$

Eanes Independent School District

Board President
Date of Approval

Elgin Independent School District

Board President

Fayetteville Independent School District

Board President

Date of Approval

Flatonia Independent School District

Board President

Florence Independent School District
Board President

Board President
$\overline{\text { Date of Approval }}$

Fredericksburg Independent School District
$\qquad$
Board President
$\overline{\text { Date of Approval }}$

Georgetown Independent School District
$\qquad$
Board President
$\overline{\text { Date of Approval }}$

Giddings Independent School District
$\qquad$
Board President
$\overline{\text { Date of Approval }}$

Gonzales Independent School District
$\qquad$
Board President
Date of Approval

Granger Independent School District

Board President
$\overline{\text { Date of Approval }}$

Harper Independent School District
$\overline{\text { Board President }} \quad \overline{\text { Date of Approval }}$

Hays Consolidated Independent School District

Board President
Date of Approval

Hutto Independent School District

Board President
$\overline{\text { Date of Approval }}$

Jarrell Independent School District

Board President
Date of Approval

Johnson City Independent School District

Board President
Date of Approval

La Grange Independent School District

Board President
$\overline{\text { Date of Approval }}$

Lago Vista Independent School District

Board President
$\overline{\text { Date of Approval }}$

ESC - Region 13 Regional Day School Program for the Deaf Shared Services Arrangement Agreement

Lake Travis Independent School District

| Board President | $\overline{\text { Date of Approval }}$ |
| :---: | :---: |
| Leander Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |
| Lexington Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |
| Liberty Hill Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |
| Llano Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |
| Lockhart Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |
| Luling Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |

$\overline{\text { Date of Approval }}$

Manor Independent School District
$\overline{\text { Board President }} \quad \overline{\text { Date of Approval }}$

Marble Falls Independent School District

| Board President |
| :---: |
| Marion Independent School District |

Board President
$\overline{\text { Date of Approval }}$

Board President
McDade Independent School District

Board President $\quad \overline{\text { Date of Approval }}$

Navarro Independent School District

Board President
$\overline{\text { Date of Approval }}$

New Braunfels Independent School District
$\qquad$
Board President
$\overline{\text { Date of Approval }}$

Nixon-Smiley Consolidated Independent School District

Board President
$\overline{\text { Date of Approval }}$

ESC - Region 13 Regional Day School Program for the Deaf

Pflugerville Independent School District

| Board President |  |
| :---: | :---: |
| Prairie Lea Independent School District |  |
| Board President | $\overline{\text { Date of Approval }}$ |
| Round Rock Independent School District | $\overline{\text { Bate of Approval }}$ |

Round Top-Carmine Independent School District

Board President
Date of Approval

San Marcos Consolidated Independent School District

Board President
Date of Approval

Schertz-Cibolo-Universal City Independent School District

Board President
Date of Approval

Schulenburg Independent School District

Board President
$\overline{\text { Date of Approval }}$

ESC - Region 13 Regional Day School Program for the Deaf
Shared Services Arrangement Agreement
Updated 2012

Seguin Independent School District
$\qquad$
Board President
Date of Approval

Smithville Independent School District

Board President
Date of Approval

Taylor Independent School District

Board President
Date of Approval

Thrall Independent School District

Board President
Date of Approval

Waelder Independent School District

Board President
Date of Approval

Wimberley Independent School District

Board President
Date of Approval

## Availability of such services will be determined at the time of a Request for Non-Member services is submitted.

## EXHIBIT A

## Requested Non-Member LEA or Charter Schools Services and Applicable Fees

Non-member districts will be charged the same annual fee per student (determined by the Dec 1 count) as is required of the member districts. The non member LEA will pay an additional $10 \%$ of the member district annual fee per student as an administrative fee plus an amount equal to the ADA generated by the student in the non member home district.

This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity.

Students who attend a centralized program/cluster site will not be considered transfer students.

## EXHIBIT B

## STATE OF TEXAS

COUNTY OF TRAVIS

§ INTERLOCAL AGREEMENT: § FOR
$\S$

The Regional Day School Program for the Deaf, a SSA, in Travis County, Texas ("the SSA"), and $\qquad$ ("Non-Member LEA"), an independent school district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement ("the Agreement") for the provision of agreed to deaf education services for Non-Member LEA students who are eligible for deaf education services pursuant to IDEA as further defined herein ("the Deaf Services"), in order to provide access to the SSA's deaf education program as required by the Texas Education Agency ("TEA"). SSA and Non-Member LEA may be referred to jointly herein as the "Parties," and individually as a "Party."

WHEREAS, SSA is currently providing Deaf Services to its Member Districts; and

WHEREAS, pursuant to the Region XIII Regional Day School Program for the Deaf Shared Services Agreement dated $\qquad$ , the SSA may provide Services to Non-Member LEAs, as requested by TEA, by and through an Interlocal Agreement; and

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA agrees to provide the Services, by means of this Interlocal Agreement; and

WHEREAS, both Parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, et seq. of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will comply with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interest of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

## 1. Purpose

Pursuant to Chapter 791 of the Act, the Non-Member LEA and the Member Districts made a part of the SSA are public entities, entering into this Agreement
for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: deaf education services and will provide for the public health and welfare.
2. General Agreement

The Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Services. The Services may include $\qquad$ and will be funded consistent with Exhibit "A" attached hereto.
3. SSA Responsibilities

SSA shall provide Services which may include $\qquad$ , utilizing best efforts, through its staff and personnel, funded consistent with Exhibit "A".
4. Non-Member LEA Responsibilities

- The Non-Member LEA agrees to remit any funds assessed by the RDSPD SSA within thirty (30) calendar days of receiving a statement from the fiscal Agent.
- The Non-Member LEA retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- The Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the RDSPD SSA. It is further agreed that all student records of any student recipient of RDSPD SSA services, shall be provided to the RDSPD SSA prior to the initiation of RDSPD services. In the event, records submitted are deemed unsatisfactory by the RDSPD SSA, or do not reflect IDEA compliance, non-member services may be rejected.
- The Non-Member LEA shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the Region XIII RDSPD SSA.
- It is agreed and understood that the continued delivery of services to students of districts who are members of the RDSPD SSA will take precedence over non-member students. When determining whether or not existing RDSPD SSA personnel may serve non-member LEA student(s), assurances shall be provided to the member districts that the member district students will continue to receive appropriate services. This agreement may be terminated, consistent with the termination clause set forth herein, should the RDSPD SSA, in its sole discretion, at any time determine that existing personnel or contract employees cannot adequately serve non-member LEA students while maintaining its obligation to serve member district students.
- Non-Member LEAs are responsible for the education of all students with auditory impairments who are within that Non-Member LEA's boundaries, whether the child is served in the local program, RDSPD, or other placements. Such responsibility includes the provision of FAPE or any related services as determined necessary by the ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this Interlocal contract, may retain AI services based upon the fee schedule set forth in Exhibit A.
- Child Find and the determination of eligibility for AI services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access non-member services without the submission of the required evaluations for AI eligibility of its students.
- The Non-Member LEA agrees to comply with applicable federal and state law and the RDSPD Administrative Guidelines. Non compliance, as determined by the RDSPD SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which services are provided.
- The Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).
- The Non-Member is responsible for required PEIMS reporting


## 5. Miscellaneous

A. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member LEA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Interlocal Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Interlocal Agreement. Further, Non-Member LEA shall indemnify and hold Region XIII RDSPD ("SSA") harmless from any actions brought against Region XIII RDSPD or any Member District of Region XIII for any reason related to the Deaf Services and/or this Interlocal Agreement.
B. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the SSA:
With a copy to:
To SSA:

With a copy to:

Denise Hays<br>Walsh, Anderson, Brown, Aldridge \& Gallegos, P.C.<br>505 E. Huntland Dr., Suite 600<br>Austin, Texas 78752

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.
C. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
D. Prior Agreement Superseded. This Agreement together with the terms of the Region XIII Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
E. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
G. Definition of Terms. Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated.

H Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
I. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Travis and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
J. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
K. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
L. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the NonMember District, their past or present officers, employees, or agents or employees.
M. Approval by Governing Bodies. This Agreement has been approved by the governing bodies or designees of the SSA and the Non-Member LEA Board of Trustees.
N. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
O. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party
P. Termination Clause. This agreement may be terminated by either party for any reason with or without cause by providing the other party with a 30 day written notice of intent to terminate this agreement. Such written notice of intent to terminate the agreement shall be provided 30 days prior to the effective date of the termination.
Q. This agreement automatically terminates on June $30^{\text {th }}$ of each school year unless otherwise specifically agreed to in writing by the parties.

EXECUTED TO BE EFFECTIVE this $\qquad$ day of $\qquad$ , AND (to terminate on June 30th of each year).
[INSERT]
By:
Printed Name:
Title: $\qquad$

## ATTEST:

By: $\qquad$
[INSERT]
By: $\qquad$

## ATTEST:

By: $\qquad$
Exhibits:
Exhibit "A" - Non-Member Services and Applicable Fees

## EXHIBIT C

## STATE OF TEXAS <br> § SERVICES AGREEMENT: $\S \quad$ FOR DEAF EDUCATION SERVICES

The Region XIII Education Service Center Regional Day School Program for the Deaf, a SSA, in Travis County, Texas ("the SSA"), and $\qquad$ ("Non-Member Charter School"), a Charter School established by the Texas Education Agency, hereby enter into this Services Agreement ("the Agreement") for the provision of agreed to deaf education services for Non-Member Charter School students who are eligible for deaf education services pursuant to IDEA as further defined herein ("the Deaf Services"), in order to provide access to the non-member Charter School students to the SSA's deaf education program as required by the Texas Education Agency ("TEA") RDSPD Guidelines. SSA and Non-Member Charter School may be referred to jointly herein as the "Parties," and individually as a "Party."

WHEREAS, SSA is currently providing Deaf Services to its Member Districts; and
WHEREAS, pursuant to the Region XIII Regional Day School Program for the Deaf Shared Services Agreement dated $\qquad$ , the SSA may provide Services to Non-Member Charter Schools, as requested by TEA, by and through a Services Agreement; and

WHEREAS, Non-Member Charter School seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member Charter School has requested Deaf Services and the RDSPD SSA agrees to provide the Services, by means of this Services Agreement; and

WHEREAS, both Parties acknowledge that such services agreement is consistent with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interests of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

## 1. Purpose

The Non-Member Charter School and the Member Districts made a part of the SSA are entering into this Agreement for the purpose of allowing non-member charter school students an opportunity to access RDSPD SSA deaf education services consistent with the terms of this agreement.

## 2. General Agreement

The Non-Member Charter School and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Services. The Services consist of and consistent with the fee schedule set forth in Exhibit "A" attached hereto.

## 3. SSA Responsibilities

The RDSPD SSA shall utilize best efforts to provide deaf education services to eligible students enrolled in a Non-Member Charter School subject to the terms of this agreement.

## 4. Non-Member Charter School Responsibilities

- The Non-Member Charter School agrees to remit any funds assessed by the RDSPD SSA within thirty (30) calendar days of receiving a statement from the fiscal Agent.
- The Non-Member Charter School retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.
- The Non-Member Charter School will be liable for any and all costs associated with its residentially placed students.
- The Non-Member Charter School agrees to maintain proper educational records, including eligibility folders, for students served by the RDSPD SSA. It is further agreed that all student records of any student recipient of RDSPD SSA services, shall be provided to the RDSPD SSA prior to the initiation of RDSPD services. In the event, records submitted are deemed unsatisfactory by the RDSPD SSA, or do not reflect IDEA compliance, non-member services may be rejected.
- The Non-Member Charter School shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the Region XIII RDSPD SSA.
- Any participation in the SSA programs by a Non-Member Charter School representative or employee, whether on a paid or volunteer basis, shall be considered within the scope of the employee's duties. Non-Member Charter School shall be provided appropriate supervision during all times they are performing duties associated with the provision of SSA Services, regardless of the time of day or the location where the duties are performed and SSA representative shall have no duty to supervise or provide supervision or assistance to such persons
- It is agreed and understood that the continued delivery of services to students of districts who are members of the RDSPD SSA will take precedence over nonmember students. When determining whether or not existing RDSPD SSA personnel may serve non-member Charter School student(s), assurances shall be provided to the member districts that the member district students will continue to receive appropriate services. This agreement may be terminated, consistent with the termination clause set forth herein, should the RDSPD SSA at any time
determine that existing personnel or contract employees cannot adequately serve non-member Charter School students while maintaining its obligation to serve member district students.
- Non-Member Charter Schools are responsible for the education of all students with auditory impairments who are within that Non-Member Charter School's boundaries, whether the child is served in the local program, RDSPD, or other placements. Such responsibility includes the provision of FAPE and any related services as determined necessary by the ARD Committee. Except as otherwise provided herein, the Non-Member Charter School, through this Services contract, may retain AI services based upon the fee schedule set forth in Exhibit A.
- Child Find and the determination of eligibility for AI services is the sole responsibility of the Non-Member Charter School. The Non-Member Charter School will not be allowed to access non-member services without the submission of the required evaluations for AI eligibility of its students.
- The Non-Member Charter School agrees to comply with applicable federal and state law and the RDSPD Administrative Guidelines. Non compliance, as determined by the RDSPD SSA, will result in a termination of services, as set forth in the termination clause herein.
- The Non-Member Charter School is solely responsible for transportation of its eligible students to each facility at which services are provided, and for related insurance for it vehicles as required herein.
- The Non-Member Charter School is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- The Non-Member Charter School is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).
- The Non-Member Charter is responsible for PEIMS reporting

If and when applicable, the Non-Member Charter School will sign documents prepared by SSA and acceptable to $\qquad$ $-$

## 5. Risk of Loss and Indemnification.

A. Except as otherwise provided herein, Non-Member Charter School bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.
B. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member Charter School agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Services Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Services Agreement.
C. NON-MEMBER CHARTER SCHOOL SHALL INDEMNIFY AND HOLD REGION XIII RDSPD ("SSA") HARMLESS FROM ANY ACTIONS BROUGHT AGAINST REGION XIII RDSPD OR ANY MEMBER DISTRICT OF REGION XIII FOR ANY REASON RELATED TO THE DEAF SERVICES AND/OR THIS SERVICES AGREEMENT.

## 6. Insurance Requirements.

A. Commercial General Liability. Coverage limits of $\$ 1,000,000.00$ for each occurrence and $\$ 2,000,000$ General Aggregate.
B. Automobile Liability. The Non-Member Charter School will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents. The Non-Member Charter School acknowledges that the Region XIII RDSPD SSA does not provide transportation and does not utilize vehicles for the furtherance of this program or in its role as Fiscal Agent.
C. Worker's Compensation. Coverage shall be provided for all liability arising out of the Non-Member Charter School's employment of its employees and anyone for whom the Non-Member Charter School shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
D. General Provisions Applicable to Insurance.

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued, and rated no less than B in the most current edition of Best's Rating Manual at all times during the term of this Agreement.
2. The General Liability and Automobile policy or policies so issued in the name of the Non-Member Charter School shall also name the SSA as an additional insured, as their respective interests may appear. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to the SSA, with the SSA's insurance being excess, secondary and non-contributing. The Commercial General Liability and Automobile coverage provided by the Non-Member Charter School shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.
3. The Non-Member Charter School shall have its insurance carrier(s) furnish to the SSA insurance certificates in form satisfactory to SSA specifying the types
and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Services Agreement is in effect without thirty (30) calendar days prior written notice to SSA, and a statement that the SSA is named as additional insured as provided above.
E. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the SSA:
With a copy to:
To SSA:

With a copy to

## Denise Hays

Walsh, Anderson, Brown, Aldridge \& Gallegos, P.C. 505 E. Huntland Dr., Suite 600
Austin, Texas 78752
Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.
F. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
G. Prior Agreement Superseded. This Agreement together with the terms of the Region XIII Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Non-Member Services.
H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
I. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
J. Definition of Terms. Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated.
K. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
L. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Travis and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
M. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
N. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of SSA and the Non-Member District, respectively.
O. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the NonMember District, their past or present officers, employees, or agents or employees.
P. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member Charter School Board of Trustees.
Q. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
R. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
S. Termination Clause. This agreement may be terminated by either party for any reason with or without cause by providing the other party with a 30 day written notice of intent to terminate this agreement. Such written notice of intent to terminate the agreement shall be provided 30 days prior to the effective date of the termination.
T. This agreement automatically terminates on June $30^{\text {th }}$ of each school year unless otherwise specifically agreed to in writing by the parties.

EXECUTED TO BE EFFECTIVE this $\qquad$ day of $\qquad$ , $\qquad$ AND (to terminate on June 30th of each year).
[INSERT]
By:
Printed Name:
Title: $\qquad$
ATTEST:
By:
[INSERT]
By: $\qquad$

## ATTEST:

By: $\qquad$
Exhibits:
Exhibit "A" - Non-Member Services and Applicable Fees

## BOARD RESOLUTION

of
LAGO VISTA INDEPENDENT SCHOOL DISTRICT
(Name of District)

## TASB Supplemental Employee Benefits

WHEREAS, the above-named Independent School District ("District") intends to sponsor or make available supplemental employee benefits for its employees; and

WHEREAS, District desires to join the TASB Supplemental Employee Benefits administrative agency ("Agency"), administered by First Public, LLC, a subsidiary of the Texas Association of School Boards, Inc.; and

WHEREAS, District has reviewed the Amended and Restated Interlocal Agreement for Supplemental Employee Benefits, dated October 1, 2012, ("Agreement"), and seeks to adopt such agreement in order to become a member of, and participate in, the Agency; and

WHEREAS, the Board of Trustees of the above-named District has determined that it is in the best interest of the District to join the Agency in order to achieve efficiencies in the discharge of its personnel functions;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the Agency; and
2. That the Board authorizes the Superintendent, or the Superintendent's designee, to take any and all necessary and appropriate action to execute and carry out the foregoing, including entering into agreements with providers or vendors that are authorized under the Agency.

PASSED AND ADOPTED at a meeting of the Board as of the following date:
January 21, 2013

## ATTEST:

Secretary, Board of Trustees

# TASB Supplemental Employee Benefits INTERLOCAL AGREEMENT 

This Amended and Restated Interlocal Agreement ("Agreement") is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of obtaining supplemental employee benefits.

## A. RECITALS

WHEREAS, the original Interlocal Agreement ("Original Agreement") was entered into by two Texas school districts with an effective date of August 27, 2007, and over time other school districts or governmental entities became parties to that Original Agreement by executing an additional party addendum; and

WHEREAS, the Original Agreement can be amended by a majority of the parties, with the amendment being effective on all parties once all receive at least 60 days prior written notice; and

WHEREAS, each party to this Agreement is a governmental entity authorized to enter into an agreement under the Interlocal Cooperation Act; and

WHEREAS, each party is authorized under law to provide or make available personal benefits to employees and their dependents, such as health, accident, accidental death and dismemberment, disability, and other coverage; and

WHEREAS, the parties to this Agreement are collectively discharging their governmental functions by increasing their bargaining power to obtain supplemental employee benefits; and

WHEREAS, it is a public purpose to provide such benefits to the parties' employees in order to attract and retain a competent workforce;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the parties agree as follows.

## B. TERMS AND CONDITIONS

1. Creation of Administrative Agency. The parties hereby create an administrative agency ("Agency"), as authorized by Section 791.013 of the Interlocal Cooperation Act, to supervise the performance of this Agreement. This Agency is considered a "local government" itself, as defined under Section 791.003(4)(E) of the Interlocal Cooperation Act, because it is a combination of two or more governmental entities authorized to enter into an interlocal agreement. As such, the Agency shall have all such powers and authorities permitted by the Interlocal Cooperation Act and other law that may apply over time.
2. Governance. The Agency shall be governed by a Board of Trustees (or such other name as the Board may determine), consistent with the terms of this Interlocal and in accordance with the bylaws, policies, and agreements adopted by the Board, from time to time. The Board shall be composed of public officials (elected or appointed) or employees of member participants.
3. Membership. Local governments, political subdivisions, and other governmental entities which can enter into a contract under the Interlocal Cooperation Act can become members of the Agency on the terms and conditions established by the Board. Current parties to the Original Agreement shall become members of the Agency automatically, upon the effective date of this Agreement. Conversely, any current party may terminate its membership upon such terms and conditions as prescribed by the Board. In the absence of any Board-adopted process for terminating membership, a current party or other party may terminate its membership by giving the Agency at least 30 days prior written notice of termination. However, a terminating member must continue to fulfill and be bound by its third-party obligations entered into with providers of employee benefits, including any policies of insurance, obtained through the Agency.
4. Board. No later than six months from the effective date of this Agreement, the initial Board shall be composed of five (5) individuals appointed by the President of the Texas Association of School Boards, Inc. Two individuals shall be school board members and three individuals shall be employees of member participants. The initial Board shall establish staggered terms for its Board members, with a term expiring in no less than one year. Thereafter, the Board shall have the power to determine the number and composition of the Board, including selecting the members of the Board to partial, expiring, or new terms, in accordance with the Agency's bylaws.

The Board shall have all power and authority allowed by law, including the authority to (a) adopt bylaws and policies for the governance of the Agency; (b) enter into contracts for the general administration and operation of the Agency, in amounts that fairly compensate the performing parties under such contracts; and (c) take such other action as the Board deems appropriate to accomplish the purposes of the Agency.
5. Assignment. The Agency formed under this Agreement shall assume all surviving right, title and interest in the Original Agreement, including the contract with the administrator designated therein, and any assignment of same. Moreover, the administrator of the Original Agreement is authorized to manage the Agency created herein until the initial Board holds its first organizational meeting.
6. Dissolution. Upon dissolution of the Agency formed under this Agreement, any assets of the Agency shall be used to pay its debts and obligations, and any remaining assets shall be distributed to the members of the Agency or used for any other lawful purpose, as determined by the Board.

## C. GENERAL PROVISIONS

1. Authorization to Participate. Each Party represents and warrants that its governing
body has duly authorized its participation in this Agreement, it being understood that a party may cease its participation in accordance with the termination provisions of the Original Agreement before this Agreement takes effect.
2. Current Revenue. Each party hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current local revenues budgeted and available to the party.
3. Coordinator. Each party agrees to appoint a contract coordinator who shall have express authority to represent and bind the party. The Agency or its designee (collectively "Agency") under this Agreement will not be required to contact any other individual regarding contract matters. Any notice to or any agreements with the coordinator shall be binding upon the party. Each party reserves the right to change the coordinator as needed by giving written notice to the Agency. Such notice is not effective until actually received by the Agency.
4. Notice. Any written notice that a party to this Agreement must give to the Agency shall be sent as provided in the Agency's bylaws. Notices required to be given to parties by the Agency shall be sent as provided in the Agency's bylaws.
5. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the fullest extent authorized by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
6. Disclaimer. To the fullest extent authorized by law, it is agreed that no party to this Agreement nor the Agency itself, or its designated administrator, (i) is a guarantor of a provider's performance, claim determinations, or solvency; (ii) bears any risk for the employee benefits obtained through this Agreement; or (iii) is liable for any actions or failure on the part of any carrier, reinsurer, stop loss carrier, broker or agent.
7. No Derivative Rights. Unless expressly provided otherwise, nothing in this Agreement is intended to confer, nor does it confer, any benefits, rights, claims, or remedies upon any person or entity, other than the parties hereto.
8. Liability. The following shall apply to the parties of this Agreement unless a future agreement is entered into with the Agency that supersedes this provision. Without waiver of any disclaimer in this Agreement, the parties agree to the following to the fullest extent authorized by law:
a. No party to this Agreement nor the Agency itself, or its designated administrator, waives any immunity from liability afforded under law;
b. If any party files suit against the Agency or its designated administrator, the maximum amount recoverable will be limited to the amount of fees the Agency or administrator received, directly or indirectly, as a result of that particular party's participation with providers under this Agreement. No more than 24 months of fees may be recovered, and only actual damages may be sought;
c. In the event of a lawsuit or other formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
10. Amendment. This Agreement may be amended by the approval of the Board, provided that notice of any such amendment is sent to all parties, members or participants to be bound thereby, at least 60 days before the effective date of the amendment. Notwithstanding the foregoing, no notice of amendment is required if the Board merely allows other entities to become an additional party to this Agreement without further change to the Agreement.
11. Signatures/Counterparts. A party's facsimile or imaged signature shall suffice as an original for all purposes and this Agreement may be executed in several separate counterparts, each of which shall constitute an original and all of which shall constitute a complete instrument.
[Signatures on file with Agency or its designee.]

## TASB Supplemental Employee Benefits

## Adoption of Interlocal Agreement

The undersigned entity adopts the Amended and Restated Interlocal Agreement for Supplemental Employee Benefits, dated October 1, 2012, ("Agreement"), agreeing to its terms without any change or alteration thereto, thereby becoming a member of the administrative agency created by such Agreement. The undersigned entity appoints its superintendent or chief executive officer, or such person's designee, to serve as the coordinator as described in the Agreement.

Executed and effective this 21st day of January , 20 13.
(Governmental Entity)
By:
(Printed Name)
$\qquad$
(Title)
(Signature)
Date: $\qquad$

## BOARD OF TRUSTEES INDEPENDENT SCHOOL DISTRICT

## RESOLUTION

# VOUCHERS, TAXPAYER SAVINGS GRANTS, TAX CREDITS AND OTHER MECHANISMS THAT REDUCE PUBLIC EDUCATION FUNDING 

State of Texas §
$\S$
County of $\qquad$ §

WHEREAS, Article 7, Section 1 of the Texas Constitution requires that the Texas Legislature "establish and make suitable provision for the support and maintenance of an efficient system of public free schools;"

WHEREAS, during the $82^{\text {nd }}$ Regular Session, the Texas Legislature reduced public education funding by $\$ 5.4$ billion;

WHEREAS, public school districts are subject to stringent accountability standards;
WHEREAS, school choice already exists in the Texas public school system;
WHEREAS, vouchers, taxpayer savings grants, and tax credits eliminate public accountability and do not provide all parents and children with school choice;

WHEREAS, vouchers, taxpayer savings grants, and tax credits have not been proven effective in improving student achievement and closing the achievement gap;

WHEREAS, diverting public money away from public schools is an inefficient use of scarce resources; and

WHEREAS, vouchers, taxpayer savings grants, and tax credits will not guarantee a competitive, educated workforce to meet the demands of employers in Texas.

NOW, THEREFORE, BE IT RESOLVED that the $\qquad$ ISD Board of Trustees calls on the Texas Legislature to reject all attempts to divert public dollars away from public schools in the form of vouchers, taxpayer savings grants, tax credits, or any other mechanisms that have the effect of reducing funding to public schools.
$\qquad$ day of $\qquad$ , 2013.

By:
Name:
Title:

By:
Name:
Title:

By:
Name:
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By:
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By:
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## 2013-2014 Approved Calendar



| July 2013 |  |  |  |  |  |  |
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| February 2014 |  |  |  |  |  |  |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | $21\}$ | 22 |
| 23 | 24 | 25 | ER | 27 | 28 |  |


| September 2013 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
| 1 | H | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | ER | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |  |  |  |  |  |


| March 2014 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
|  |  |  |  |  |  | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | H | H | H | H | H | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |  |  |  |  |  |


| October 2013 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
|  |  | 1 | 2 | 3 | $4\}$ | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | SD | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 250 | 26 |
| 27 | 28 | 29 | ER | 31 |  |  |


| April 2014 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
|  |  | $\mathbf{1}$ | 2 | 3 | 40 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | $\mathrm{H}\}$ | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | BW | 29 | 30 |  |  |  |


| Major Holidays \& Events |  |
| :--- | :---: |
| First Day of School | Aug. 26 |
| Labor Day | Sept. 2 |
| Rosh Hashanah | Sept. 4-6 |
| Yom Kippur | Sept. 13-14 |
| Columbus Day | Oct. 14 |
| Veteran's Day | Nov. 11 |
| Thanksgiving | Nov. 28 |
| Hanukkah | Nov. 27-Dec. 5 |
| Christmas Day | Dec. 25 |
| MLK Day | Jan. 20 |
| Spring Break | Mar. 10-14 |
| Good Friday | Apr. 18 |
| Memorial Day | May 26 |
| Last Day of School | Jun. 6 |


| STAAR \& TAKS Testing Days |  |
| :--- | ---: |
| October 21-24 | TAKS Exit Retest |
| December 2-13 | STAAR Testing |
| March 3-6 | TAKS Exit Level |
| March 31- April 4 | STAAR Testing |
| April 21-25 | STAAR Testing \&TAKS Exit Level |
| May 5-16 | STAAR Testing |


| November 2013 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
|  |  |  |  |  | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | $8\}$ | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | H | H | H | H | H | 30 |


| May 2014 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
|  |  |  |  | 1 | 2 | 3 |
| 4 | $\mathbf{5}$ | $\mathbf{6}$ | $\mathbf{7}$ | $\mathbf{8}$ | $\mathbf{9}$ | 10 |
| 11 | $\mathbf{1 2}$ | 13 | $\mathbf{1 4}$ | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | BW | 27 | 28 | 29 | 30 | 31 |


| December 2013 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | $20\}$ | 21 |
| 22 | H | H | H | H | H | 28 |
| 2 Z | H | H |  |  |  |  |


| June 2014 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | $60\}$ | 7 |
| 8 | SD | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |  |  |  |  |  |

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July 2013

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |  |  |  |

## August 2013

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :--- | :---: | :---: | :---: | :---: | ---: |
|  |  |  |  | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | $\left(\left[26^{*}\right.\right.$ | 27 | 28 | 29 | 30 | 31 |

September 2013

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | $\mathbf{Z}$ | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |  |  |  |  |  |

## October 2013

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | ---: |
|  |  | 1 | 2 | 3 | $4]$ | 5 |
| 6 | $[7$ | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | $25)$ | 26 |
| 27 | $(28$ | 29 | 30 | 31 |  |  |

November 2013

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | Th | F | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | $8]$ | 9 |
| 10 | $[11$ | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

December 2013

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | $20])$ | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |  |  |  |  |

## 2013-2014 School Calendar

| JULY 2013 |
| :---: |
| 4 July $4^{\text {th }}$ Holiday |
| AUGUST 2013 |
| New Teacher Orientation |
| 15-23 Staff Development/Prep Days |
| 26* First Day of School for Students |
| SEPTEMBER 2013 |
| 2 Labor Day/General Holiday |
| OCTOBER 2013 |
| 14 Columbus Day/Staff Development |
| NOVEMBER 2013 |
| 27-29 Thanksgiving Holiday |
| DECEMBER 2013 |
| 20 First Semester Ends |
| 23-31 Winter Break |
| JANUARY 2014 |
| 1-3 Winter Break |
| 6* Second Semester Begins |
| Teacher Prep Day/Student Holiday |
| 20 MLK Day/General Holiday |
| FEBRUARY 2014 |

## January 2014

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 1 | 2 | 3 | 4 |
| 5 | $([6$ | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |  |

February 2014

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | $14]$ | 15 |
| 16 | $[17$ | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 |  |

## March 2014

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 1 |  |
| 2 | 3 | 4 | 5 | 6 | $7)$ | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | $(17$ | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |  |  |  |  |  |

## April 2014

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | $11]$ | 12 |
| 13 | $[14$ | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |  |  |  |

May 2014

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | $30^{*}$ | 31 |

## June 2014

| $\mathbf{S}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T h}$ | $\mathbf{F}$ | $\mathbf{S}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 2 | $3])$ | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |

$\begin{array}{lrl}\text { Instructional Days } & 175\left(1^{\text {st }} \text { sem } 80 .: \text {., }{ }^{\text {nd }} \text { sem. } 95 \text { : }\right) \\ \text { Staff Dev./Prep Days } & 12\left(1^{\text {st }} \text { sem.8::, }{ }^{2 d} \text { sem. } \text { :) }\right.\end{array}$ Total Teacher Days 187

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## 2013-2014 SCHOOL CALENDAR



## Minutes of Regular Meeting

The Board of Trustees
Lago Vista ISD

A Regular meeting of the Board of Trustees of Lago Vista ISD was held Monday, December 17, 2012, in the board room of Viking Hall 8039 Bar K Ranch Road, Lago Vista, TX 78645

Members Present:

Laura Vincent, President
Jerrell Roque, Vice-President
David Scott, Secretary
Mark Abbott
Members Present:
None
Also Present:
Matt Underwood, Superintendent
Henri Gearing, Asst. Superintendent
Robert Gadbois, OBR
Dustin Riley, OBR
James Shipman
Shelby Womack

1. Invocation

Jerrell Roque called the meeting to order at 6:00pm and and led the Pledge of Allegiance and the Pledge to the Texas flag.
2. Welcome Visitors/Public Participation/Recognition

One community member signed up to speak - Julia Welch (MS / HS choir)
3. Construction Report: Owners Building Resource

Robert Gadbois gave board update on progress. Because of good weather, have gotten ahead of schedule a bi..
Discussed several flooring options; stained/sealed/polished concrete - VCT in original quote. Robert gave his opinions on 3 different options below:

Stained - "looks great at first, start to see traffic patterns
Polished - if you're going that way, go Terrazzo
VCT - inexpensive, durable, if you don't like, go back and change in 10 years.
Mr. Underwood asked to see some sample of the different looks at next meeting
Tom Rugel asked about traffic on Lohman once the trade numbers increase (which could reach 200 per day);
Robert thought widening the lanes would be the first thing done after Ranger finishes dirt work, should happen
sometime in January
BWC expects to have remaining subs on board by end of month.
Robert will fine-tune City of LV schedule
Dustin is going to send some soil samples to A\&M for re-evaluation
4. Technology Update

James Shipman gave presentation on the State of the Network (report included)
Currently about 9\% over budgeted amount to implement the changes
5. Monthly Financial Report

Ms. Gearing gave a brief presentation on monthly financial update.
Collections to date are coming in well; cash wise we are good.
David Scott motioned to accept the financial reports as presented
Stacy Eleuterius seconds
Motion carries 7-0
6. Budget Amendment

LCRA is requiring us to repair the retention pond at the elementary. Moved \$ into Function 81 Capital Projects to cover the $\$ 28,000$ repairs
Laura moves to accept the budget amendment
Mark Abbott seconds
Motion carries 7-0
7. Approval of minutes for regular meeting on November 19th

Laura Vincent moved to approve minutes as presented
David Scott seconds
Motion carries 7-0
8. Superintendent Report
a. Bullying Investigative Procedures - few recent incidents prompted discussions and have pieced together attorney opinions and came up with Anti-Bullying Toolkit from Walsh Anderson
b. LCRA Grant Opportunity - \$20K grant for lights that are used outside of school activities (tennis courts)
c. Superintendent Evaluation - someone suggested quarterly evaluations
d. Artificial Turf Information
e. Curriculum/Accountability Update -this January teachers will have a work day and answer the questions included in packet
f. Security Procedures
9. Closed/Executive Session: Texas Education Code Section 551.074, Personnel matters. The board went into closed session at 7:45pm
10. Reconvene from Closed Session

Board reconvened into open session at 8:25pm
11. Personnel: Assignment and employment

Mr. Underwood recommended offering a Probationary Teaching Contract to Jennifer Rohne.
Stacy Eleuterius moved to approve
Laura Vincent seconded
Motion carried 7-0
12. Adjourn

There being no more business, The meeting adjourned at 8:26pm

Board President








Program: FIN3050
Estimated Revenue

(Budget) \begin{tabular}{c}
Revenue <br>
Realized <br>
Current

$\quad$

Revenue Realized <br>
To Date

$\quad$

Revenue <br>
Balance

$\quad$


| Percent |
| :---: |
| Realized | <br>

\hline
\end{tabular}

5000 - RECEIPTS
5700 - REVENUE-LOCAL \& INTERMED
5710 - LOCAL REAL-PROPERTY TAXES
5730 - TUITION \& FEES FROM PATRONS
5740 - INTEREST, RENT, MISC REVENUE
5750 - REVENUE
5760 - OTHER REV FM LOCAL SOURCE
Total REVENUE-LOCAL \& INTERMED
5800 - STATE PROGRAM REVENUES
5810 - PER CAPITA-FOUNDATION REV
5830 - TRS ON-BEHALF
Total STATE PROGRAM REVENUES
Total Revenue Local-State-Federal

| $11,820,208.00$ | $-4,747,712.43$ | $-5,882,333.00$ | $5,937,875.00$ | $49.77 \%$ |
| ---: | ---: | ---: | ---: | ---: |
| $2,000.00$ | .00 | .00 | $2,000.00$ | $.00 \%$ |
| $56,500.00$ | $-2,093.71$ | $-43,556.70$ | $12,943.30$ | $77.09 \%$ |
| $26,000.00$ | $-2,153.00$ | $-23,056.02$ | $2,943.98$ | $88.68 \%$ |
| 100.00 | .00 | .00 | 100.00 | $.00 \%$ |
| $\mathbf{1 1 , 9 0 4 , 8 0 8 . 0 0}$ | $-\mathbf{4 , 7 5 1 , 9 5 9 . 1 4}$ | $-\mathbf{5 , 9 4 8 , 9 4 5 . 7 2}$ | $\mathbf{5 , 9 5 5 , 8 6 2 . 2 8}$ | $\mathbf{4 9 . 9 7 \%}$ |
|  |  |  |  |  |
| $3,350,847.00$ | $-113,554.00$ | $-932,394.00$ | $2,418,453.00$ | $27.83 \%$ |
| $380,000.00$ | $-30,375.37$ | $-90,038.74$ | $289,961.26$ | $23.69 \%$ |
| $\mathbf{3 , 7 3 0 , 8 4 7 . 0 0}$ | $\mathbf{- 1 4 3 , 9 2 9 . 3 7}$ | $\mathbf{- 1 , 0 2 2 , 4 3 2 . 7 4}$ | $\mathbf{2 , 7 0 8 , 4 1 4 . 2 6}$ | $\mathbf{2 7 . 4 0 \%}$ |
| $\mathbf{1 5 , 6 3 5 , 6 5 5 . 0 0}$ | $\mathbf{- 4 , 8 9 5 , 8 8 8 . 5 1}$ | $\mathbf{- 6 , 9 7 1 , 3 7 8 . 4 6}$ | $\mathbf{8 , 6 6 4 , 2 7 6 . 5 4}$ | $\mathbf{4 4 . 5 9 \%}$ |

Date Run: 01-08-2013 8:25 AM

Fund 199 / 3 GENERAL FUND

Program: FIN3050

6000 - EXPENDITURES
11 - INSTRUCTION
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
6600 - CPTL OUTLY LAND BLDG \& EQUIP
Total Function11 INSTRUCTION
12 - LIBRARY
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function12 LIBRARY
13 - CURRICULUM
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS 6400 - OTHER OPERATING EXPENSES
Total Function13 CURRICULUM
21 - INSTRUCTIONAL ADMINISTRATION
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function21 INSTRUCTIONAL
23 - CAMPUS ADMINISTRATION
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function23 CAMPUS ADMINISTRATION
31 - GUIDANCE AND COUNSELING SVS
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function31 GUIDANCE AND
33 - HEALTH SERVICES
6100 - PAYROLL COSTS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function33 HEALTH SERVICES
34 - PUPIL TRANSPORTATION-REGULAR
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS 6400 - OTHER OPERATING EXPENSES
Total Function34 PUPIL TRANSPORTATION-
$-5,759,785.00$
$-168,200.00$
$-378,690.00$
$-24,225.00$
.00
$-6,330,900.00$

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\begin{array}{r}
-119,073.00 \\
-6,300.00 \\
-25,500.00 \\
-1,280.00 \\
-152,153.00
\end{array}
$$

$$
\begin{array}{r}
-17,500.00 \\
-3,250.00 \\
-18,875.00 \\
-39,625.00
\end{array}
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-167,192.00
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-172,792.00
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\begin{array}{r}
-689,586.00 \\
-625.00 \\
-7,625.00 \\
-6,905.00
\end{array}
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-704,741.00
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-324,697.00

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-8,250.00
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-8,625.00
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-6,175.00
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-347,747.00
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-60,623.00
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-63,373.00
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-70,000.00 & 1,652.32 \\
-150.00 & .00 \\
\mathbf{- 3 4 5 , 1 5 0 . 0 0} & \mathbf{1 , 6 5 2 . 3 2}
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$1,935,998.00$
$80,881.27$
$66,427.47$
$7,631.09$
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$\mathbf{2 , 0 9 0}, 937.83$

| $476,928.22$ | $-3,823,787.00$ |
| ---: | ---: |
| $16,263.01$ | $-71,206.81$ |
| $8,091.36$ | $-307,265.06$ |
| $2,060.70$ | $-16,016.94$ |
| .00 | .00 |
| $\mathbf{5 0 3 , 3 4 3 . 2 9}$ | $-\mathbf{4 , 2 1 8 , 2 7 5 . 8 1}$ |


| $41,140.60$ | $10,222.80$ |
| ---: | ---: |
| .00 | .00 |
| $8,213.49$ | $6,281.15$ |
| .00 | .00 |
| $49,354.09$ | $\mathbf{1 6 , 5 0 3 . 9 5}$ |


| $-77,932.40$ | $34.55 \%$ |
| ---: | ---: |
| $-6,300.00$ | $-.00 \%$ |
| $-17,233.01$ | $32.21 \%$ |
| $-1,280.00$ | $-.00 \%$ |
| $\mathbf{- 1 0 2 , 7 4 5 . 4 1}$ | $\mathbf{3 2 . 4 4 \%}$ |
|  |  |
| $-17,500.00$ | $-.00 \%$ |
| $-2,950.00$ | $9.23 \%$ |
| $-12,384.01$ | $26.59 \%$ |
| $\mathbf{- 3 2 , 8 3 4 . 0 1}$ | $\mathbf{1 3 . 4 2 \%}$ |


| $13,992.78$ | $-112,003.41$ | $33.01 \%$ |
| ---: | ---: | ---: |
| .00 | $-1,600.00$ | $-.00 \%$ |
| 73.99 | $-1,813.82$ | $9.31 \%$ |
| 260.00 | $-1,370.00$ | $21.00 \%$ |
| $\mathbf{1 4 , 3 2 6 . 7 7}$ | $-\mathbf{- 1 1 6 , 7 8 7 . 2 3}$ | $\mathbf{3 2 . 2 9 \%}$ |
|  |  |  |
| $55,392.27$ | $-469,708.44$ | $31.89 \%$ |
| .00 | -625.00 | $-.00 \%$ |
| 18.00 | $-7,607.00$ | $.24 \%$ |
| $1,244.00$ | $-4,582.09$ | $33.64 \%$ |
| $56,654.27$ | $-482,522.53$ | $31.53 \%$ |
|  |  |  |
| $26,951.78$ | $-218,074.95$ | $32.84 \%$ |
| .00 | $-8,250.00$ | $-.00 \%$ |
| 537.41 | $-6,708.89$ | $18.74 \%$ |
| .00 | $-5,405.00$ | $12.47 \%$ |
| $\mathbf{2 7 , 4 8 9 . 1 9}$ | $-238,438.84$ | $31.35 \%$ |
|  |  |  |
| $4,947.28$ | $-40,617.43$ | $33.00 \%$ |
| .00 | $-1,612.40$ | $35.50 \%$ |
| .00 | -250.00 | $-.00 \%$ |
| $4,947.28$ | $-42,479.83$ | $32.97 \%$ |
|  |  |  |
| $28,340.99$ | $-185,099.39$ | $32.69 \%$ |
| $4,298.82$ | $-40,996.62$ | $39.07 \%$ |
| .00 | -93.00 | $38.00 \%$ |
| $\mathbf{3 2 , 6 3 9 . 8 1}$ | $-\mathbf{2 2 6 , 1 8 9 . 0 1}$ | $\mathbf{3 3 . 9 9 \%}$ |

Date Run: 01-08-2013 8:25 AM

## Fund 199 / 3 GENERAL FUND

Program: FIN3050
Page: 3 of 13
File ID: C

6000 - EXPENDITURES
36 - CO-CURRICULAR ACTIVITIES
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function36 CO-CURRICULAR ACTIVITIES
41 - GENERAL ADMINISTRATION
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function41 GENERAL ADMINISTRATION
51 - PLANT MAINTENANCE \& OPERATION
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
6600 - CPTL OUTLY LAND BLDG \& EQUIP
Total Function51 PLANT MAINTENANCE \&
52 - SECURITY
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
Total Function52 SECURITY
53 - DATA PROCESSING
6100 - PAYROLL COSTS
6200 - PURCHASE \& CONTRACTED SVS
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function53 DATA PROCESSING
61 - COMMUNITY SERVICES
6100 - PAYROLL COSTS
Total Function61 COMMUNITY SERVICES
71 - DEBT SERVICES
6500 - DEBT SERVICE
Total Function71 DEBT SERVICES
81 - CAPITAL PROJECTS
6600 - CPTL OUTLY LAND BLDG \& EQUIP
Total Function81 CAPITAL PROJECTS
91 - CHAPTER 41 PAYMENT
6200 - PURCHASE \& CONTRACTED SVS
Total Function91 CHAPTER 41 PAYMENT
99 - PAYMENT TO OTHER GOVERN ENT 6200 - PURCHASE \& CONTRACTED SVS Total Function99 PAYMENT TO OTHER
Total Expenditures

| -229,327.00 | . 00 | 85,178.69 | 24,388.12 | -144,148.31 | 37.14\% |
| :---: | :---: | :---: | :---: | :---: | :---: |
| -62,950.00 | 218.50 | 25,126.89 | 4,753.68 | -37,604.61 | 39.92\% |
| -103,150.00 | 11,705.23 | 73,030.19 | 2,181.35 | -18,414.58 | 70.80\% |
| -157,535.00 | 3,169.56 | 46,103.20 | 11,600.77 | -108,262.24 | 29.27\% |
| -552,962.00 | 15,093.29 | 229,438.97 | 42,923.92 | -308,429.74 | 41.49\% |
| -382,400.00 | . 00 | 131,612.25 | 32,731.19 | -250,787.75 | 34.42\% |
| -89,950.00 | 243.23 | 31,016.82 | 10,570.62 | -58,689.95 | 34.48\% |
| -9,750.00 | 629.32 | 1,861.59 | 32.00 | -7,259.09 | 19.09\% |
| -46,800.00 | 822.67 | 12,245.77 | 1,636.54 | -33,731.56 | 26.17\% |
| -528,900.00 | 1,695.22 | 176,736.43 | 44,970.35 | -350,468.35 | 33.42\% |
| -153,982.00 | . 00 | 50,956.59 | 12,758.69 | -103,025.41 | 33.09\% |
| -762,000.00 | 51,569.24 | 209,121.55 | 39,482.83 | -501,309.21 | 27.44\% |
| -60,500.00 | 2,954.44 | 22,229.63 | 2,829.47 | -35,315.93 | 36.74\% |
| -50,350.00 | . 00 | 47,490.99 | 6.14 | -2,859.01 | 94.32\% |
| -5,500.00 | . 00 | 5,435.00 | . 00 | -65.00 | 98.82\% |
| -1,032,332.00 | 54,523.68 | 335,233.76 | 55,077.13 | -642,574.56 | 32.47\% |
| -10,000.00 | . 00 | 2,538.50 | 1,296.00 | -7,461.50 | 25.38\% |
| -250.00 | . 00 | . 00 | . 00 | -250.00 | -.00\% |
| -10,250.00 | . 00 | 2,538.50 | 1,296.00 | -7,711.50 | 24.77\% |
| -144,919.00 | . 00 | 49,596.79 | 12,195.53 | -95,322.21 | 34.22\% |
| -47,732.00 | 27.50 | 26,042.50 | . 00 | -21,662.00 | 54.56\% |
| -12,000.00 | 5,300.52 | 2,721.31 | 109.00 | -3,978.17 | 22.68\% |
| -1,000.00 | 99.00 | 796.81 | 25.81 | -104.19 | 79.68\% |
| -205,651.00 | 5,427.02 | 79,157.41 | 12,330.34 | -121,066.57 | 38.49\% |
| -3,000.00 | . 00 | 1,769.89 | 403.33 | -1,230.11 | 59.00\% |
| -3,000.00 | . 00 | 1,769.89 | 403.33 | -1,230.11 | 59.00\% |
| -155,000.00 | . 00 | 154,002.18 | . 00 | -997.82 | 99.36\% |
| -155,000.00 | . 00 | 154,002.18 | . 00 | -997.82 | 99.36\% |
| -145,000.00 | 45,852.27 | 86,652.50 | 28,000.00 | -12,495.23 | 59.76\% |
| -145,000.00 | 45,852.27 | 86,652.50 | 28,000.00 | -12,495.23 | 59.76\% |
| -4,756,079.00 | . 00 | . 00 | . 00 | -4,756,079.00 | -.00\% |
| -4,756,079.00 | . 00 | . 00 | . 00 | -4,756,079.00 | -.00\% |
| -90,000.00 | . 00 | 40,877.10 | 21,030.66 | -49,122.90 | 45.42\% |
| -90,000.00 | . 00 | 40,877.10 | 21,030.66 | -49,122.90 | 45.42\% |
| -15,635,655.00 | 147,966.46 | 3,777,240.09 | 862,086.29 | -11,710,448.45 | 24.16\% |


| -229,327.00 | . 00 | 85,178.69 | 24,388.12 | -144,148.31 | 37.14\% |
| :---: | :---: | :---: | :---: | :---: | :---: |
| -62,950.00 | 218.50 | 25,126.89 | 4,753.68 | -37,604.61 | 39.92\% |
| -103,150.00 | 11,705.23 | 73,030.19 | 2,181.35 | -18,414.58 | 70.80\% |
| -157,535.00 | 3,169.56 | 46,103.20 | 11,600.77 | -108,262.24 | 29.27\% |
| -552,962.00 | 15,093.29 | 229,438.97 | 42,923.92 | -308,429.74 | 41.49\% |
| -382,400.00 | . 00 | 131,612.25 | 32,731.19 | -250,787.75 | 34.42\% |
| -89,950.00 | 243.23 | 31,016.82 | 10,570.62 | -58,689.95 | 34.48\% |
| -9,750.00 | 629.32 | 1,861.59 | 32.00 | -7,259.09 | 19.09\% |
| -46,800.00 | 822.67 | 12,245.77 | 1,636.54 | -33,731.56 | 26.17\% |
| -528,900.00 | 1,695.22 | 176,736.43 | 44,970.35 | -350,468.35 | 33.42\% |
| -153,982.00 | . 00 | 50,956.59 | 12,758.69 | -103,025.41 | 33.09\% |
| -762,000.00 | 51,569.24 | 209,121.55 | 39,482.83 | -501,309.21 | 27.44\% |
| -60,500.00 | 2,954.44 | 22,229.63 | 2,829.47 | -35,315.93 | 36.74\% |
| -50,350.00 | . 00 | 47,490.99 | 6.14 | -2,859.01 | 94.32\% |
| -5,500.00 | . 00 | 5,435.00 | . 00 | -65.00 | 98.82\% |
| -1,032,332.00 | 54,523.68 | 335,233.76 | 55,077.13 | -642,574.56 | 32.47\% |
| -10,000.00 | . 00 | 2,538.50 | 1,296.00 | -7,461.50 | 25.38\% |
| -250.00 | . 00 | . 00 | . 00 | -250.00 | -.00\% |
| -10,250.00 | . 00 | 2,538.50 | 1,296.00 | -7,711.50 | 24.77\% |
| -144,919.00 | . 00 | 49,596.79 | 12,195.53 | -95,322.21 | 34.22\% |
| -47,732.00 | 27.50 | 26,042.50 | . 00 | -21,662.00 | 54.56\% |
| -12,000.00 | 5,300.52 | 2,721.31 | 109.00 | -3,978.17 | 22.68\% |
| -1,000.00 | 99.00 | 796.81 | 25.81 | -104.19 | 79.68\% |
| -205,651.00 | 5,427.02 | 79,157.41 | 12,330.34 | -121,066.57 | 38.49\% |
| -3,000.00 | . 00 | 1,769.89 | 403.33 | -1,230.11 | 59.00\% |
| -3,000.00 | . 00 | 1,769.89 | 403.33 | -1,230.11 | 59.00\% |
| -155,000.00 | . 00 | 154,002.18 | . 00 | -997.82 | 99.36\% |
| -155,000.00 | . 00 | 154,002.18 | . 00 | -997.82 | 99.36\% |
| -145,000.00 | 45,852.27 | 86,652.50 | 28,000.00 | -12,495.23 | 59.76\% |
| -145,000.00 | 45,852.27 | 86,652.50 | 28,000.00 | -12,495.23 | 59.76\% |
| -4,756,079.00 | . 00 | . 00 | . 00 | -4,756,079.00 | -.00\% |
| -4,756,079.00 | . 00 | . 00 | . 00 | -4,756,079.00 | -.00\% |
| -90,000.00 | . 00 | 40,877.10 | 21,030.66 | -49,122.90 | 45.42\% |
| -90,000.00 | . 00 | 40,877.10 | 21,030.66 | -49,122.90 | 45.42\% |
| -15,635,655.00 | 147,966.46 | 3,777,240.09 | 862,086.29 | -11,710,448.45 | 24.16\% |


| -229,327.00 | . 00 | 85,178.69 | 24,388.12 | -144,148.31 | 37.14\% |
| :---: | :---: | :---: | :---: | :---: | :---: |
| -62,950.00 | 218.50 | 25,126.89 | 4,753.68 | -37,604.61 | 39.92\% |
| -103,150.00 | 11,705.23 | 73,030.19 | 2,181.35 | -18,414.58 | 70.80\% |
| -157,535.00 | 3,169.56 | 46,103.20 | 11,600.77 | -108,262.24 | 29.27\% |
| -552,962.00 | 15,093.29 | 229,438.97 | 42,923.92 | -308,429.74 | 41.49\% |
| -382,400.00 | . 00 | 131,612.25 | 32,731.19 | -250,787.75 | 34.42\% |
| -89,950.00 | 243.23 | 31,016.82 | 10,570.62 | -58,689.95 | 34.48\% |
| -9,750.00 | 629.32 | 1,861.59 | 32.00 | -7,259.09 | 19.09\% |
| -46,800.00 | 822.67 | 12,245.77 | 1,636.54 | -33,731.56 | 26.17\% |
| -528,900.00 | 1,695.22 | 176,736.43 | 44,970.35 | -350,468.35 | 33.42\% |
| -153,982.00 | . 00 | 50,956.59 | 12,758.69 | -103,025.41 | 33.09\% |
| -762,000.00 | 51,569.24 | 209,121.55 | 39,482.83 | -501,309.21 | 27.44\% |
| -60,500.00 | 2,954.44 | 22,229.63 | 2,829.47 | -35,315.93 | 36.74\% |
| -50,350.00 | . 00 | 47,490.99 | 6.14 | -2,859.01 | 94.32\% |
| -5,500.00 | . 00 | 5,435.00 | . 00 | -65.00 | 98.82\% |
| -1,032,332.00 | 54,523.68 | 335,233.76 | 55,077.13 | -642,574.56 | 32.47\% |
| -10,000.00 | . 00 | 2,538.50 | 1,296.00 | -7,461.50 | 25.38\% |
| -250.00 | . 00 | . 00 | . 00 | -250.00 | -.00\% |
| -10,250.00 | . 00 | 2,538.50 | 1,296.00 | -7,711.50 | 24.77\% |
| -144,919.00 | . 00 | 49,596.79 | 12,195.53 | -95,322.21 | 34.22\% |
| -47,732.00 | 27.50 | 26,042.50 | . 00 | -21,662.00 | 54.56\% |
| -12,000.00 | 5,300.52 | 2,721.31 | 109.00 | -3,978.17 | 22.68\% |
| -1,000.00 | 99.00 | 796.81 | 25.81 | -104.19 | 79.68\% |
| -205,651.00 | 5,427.02 | 79,157.41 | 12,330.34 | -121,066.57 | 38.49\% |
| -3,000.00 | . 00 | 1,769.89 | 403.33 | -1,230.11 | 59.00\% |
| -3,000.00 | . 00 | 1,769.89 | 403.33 | -1,230.11 | 59.00\% |
| -155,000.00 | . 00 | 154,002.18 | . 00 | -997.82 | 99.36\% |
| -155,000.00 | . 00 | 154,002.18 | . 00 | -997.82 | 99.36\% |
| -145,000.00 | 45,852.27 | 86,652.50 | 28,000.00 | -12,495.23 | 59.76\% |
| -145,000.00 | 45,852.27 | 86,652.50 | 28,000.00 | -12,495.23 | 59.76\% |
| -4,756,079.00 | . 00 | . 00 | . 00 | -4,756,079.00 | -.00\% |
| -4,756,079.00 | . 00 | . 00 | . 00 | -4,756,079.00 | -.00\% |
| -90,000.00 | . 00 | 40,877.10 | 21,030.66 | -49,122.90 | 45.42\% |
| -90,000.00 | . 00 | 40,877.10 | 21,030.66 | -49,122.90 | 45.42\% |
| -15,635,655.00 | 147,966.46 | 3,777,240.09 | 862,086.29 | -11,710,448.45 | 24.16\% |

Percent Encumbrance

Budget \begin{tabular}{c}
Encumbrance <br>
YTD

 

Expenditure <br>
YTD

 

Current <br>
Expenditure

$\longrightarrow$

Percent <br>
Expended
\end{tabular}

| Estimated Revenue <br> (Budget) | Revenue <br> Realized <br> Current | Revenue Realized <br> To Date |
| :---: | :---: | :---: |

5000 - RECEIPTS
5700 - REVENUE-LOCAL \& INTERMED
5750 - REVENUE
Total REVENUE-LOCAL \& INTERMED

5800 - STATE PROGRAM REVENUES
5820 - STATE PROGRAM REVENUES
Total STATE PROGRAM REVENUES
5900 - FEDERAL PROGRAM REVENUES
5920 - OBJECT DESCR FOR 5920
Total FEDERAL PROGRAM REVENUES
Total Revenue Local-State-Federal

| $331,494.00$ | $-20,289.59$ | $-111,102.25$ | $220,391.75$ | $33.52 \%$ |
| ---: | ---: | ---: | ---: | ---: |
| $\mathbf{3 3 1 , 4 9 4 . 0 0}$ | $\mathbf{- 2 0 , 2 8 9 . 5 9}$ | $\mathbf{- 1 1 1 , 1 0 2 . 2 5}$ | $\mathbf{2 2 0 , 3 9 1 . 7 5}$ | $\mathbf{3 3 . 5 2 \%}$ |
|  |  |  |  |  |
| $2,980.00$ | .00 | .00 | $2,980.00$ | $.00 \%$ |
| $\mathbf{2 , 9 8 0 . 0 0}$ | .00 | .00 | $\mathbf{2 , 9 8 0 . 0 0}$ | $.00 \%$ |
|  |  |  |  |  |
| $268,071.00$ | $-23,318.95$ | $-74,469.35$ | $193,601.65$ | $27.78 \%$ |
| $\mathbf{2 6 8 , 0 7 1 . 0 0}$ | $\mathbf{- 2 3 , 3 1 8 . 9 5}$ | $-\mathbf{7 4 , 4 6 9 . 3 5}$ | $\mathbf{1 9 3 , 6 0 1 . 6 5}$ | $\mathbf{2 7 . 7 8 \%}$ |
| $\mathbf{6 0 2 , 5 4 5 . 0 0}$ | $\mathbf{- 4 3 , 6 0 8 . 5 4}$ | $\mathbf{- 1 8 5 , 5 7 1 . 6 0}$ | $\mathbf{4 1 6 , 9 7 3 . 4 0}$ | $\mathbf{3 0 . 8 0 \%}$ |

6000 - EXPENDITURES
35 - FOOD SERVICES
6200 - PURCHASE \& CONTRACTED SVS

6300 - SUPPLIES AND MATERIALS
Total Function35 FOOD SERVICES
Total Expenditures

Budget $\xlongequal{$|  Encumbrance  |
| :---: |
|  YTD  |\(} \xlongequal[\begin{array}{c}Expenditure <br>

YTD\end{array}]{\)|  Current  |
| :---: |
|  Expenditure  |$} \xlongequal[\text { Balance }]{ }$| Percent |
| :---: |
| Expended |


| $-575,343.00$ | .00 | $183,792.79$ | $58,827.35$ |
| ---: | ---: | ---: | ---: |
| $-27,202.00$ | .00 | .00 | .00 |
| $-602,545.00$ | .00 | $183,792.79$ | $58,827.35$ |
| $-602,545.00$ | .00 | $183,792.79$ | $58,827.35$ |

-391,550.21
-27,202.00
-418,752.21
-418,752.21
31.94\%
-.00\% 30.50\% 30.50\%
Estimated Revenue

(Budget) \begin{tabular}{c}
Revenue <br>
Realized <br>
Current

$\quad$

Revenue Realized <br>
To Date

 


| Revenue |
| :---: |
| Balance | <br>

\hline
\end{tabular}

5000 - RECEIPTS
5700 - REVENUE-LOCAL \& INTERMED
5710 - LOCAL REAL-PROPERTY TAXES
5740 - INTEREST, RENT, MISC REVENUE
Total REVENUE-LOCAL \& INTERMED
Total Revenue Local-State-Federal

| $3,480,410.00$ | $-1,278,617.57$ | $-1,551,157.49$ | $\mathbf{1 , 9 2 9 , 2 5 2 . 5 1}$ |
| ---: | ---: | ---: | ---: |
| $3,500.00$ | -246.13 | -604.47 | $2,895.53$ |
| $\mathbf{3 , 4 8 3 , 9 1 0 . 0 0}$ | $\mathbf{- 1 , 2 7 8 , 8 6 3 . 7 0}$ | $\mathbf{- 1 , 5 5 1 , 7 6 1 . 9 6}$ | $\mathbf{1 , 9 3 2 , 1 4 8 . 0 4}$ |
| $\mathbf{3 , 4 8 3 , 9 1 0 . 0 0}$ | $\mathbf{- 1 , 2 7 8 , 8 6 3 . 7 0}$ | $\mathbf{- 1 , 5 5 1 , 7 6 1 . 9 6}$ | $\mathbf{1 , 9 3 2 , 1 4 8 . 0 4}$ |

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Board Report
Program: FIN3050

| Budget |
| :--- |
| Encumbrance <br> YTD |
| Expenditure <br> YTD | | Current |
| :---: |
| Expenditure |$\longrightarrow$| Balance |
| :---: | | Percent |
| :---: |
| Expended |

6000 - EXPENDITURES
71 - DEBT SERVICES
6500 - DEBT SERVICE
Total Function71 DEBT SERVICES

## Total Expenditures

| $-3,483,910.00$ | .00 | .00 | .00 | $-3,483,910.00$ | $-.00 \%$ |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $-3,483,910.00$ | .00 | .00 | .00 | $-3,483,910.00$ | $-.00 \%$ |
| $-3,483,910.00$ | .00 | .00 | .00 | $-3,483,910.00$ | $-.00 \%$ |


| Estimated Revenue <br> (Budget) | Revenue <br> Realized <br> Current | Revenue Realized <br> To Date | Revenue <br> Balance |
| :--- | :---: | :---: | :---: |

5000 - RECEIPTS
5700 - REVENUE-LOCAL \& INTERMED
5740 - INTEREST, RENT, MISC REVENUE
Total REVENUE-LOCAL \& INTERMED
Total Revenue Local-State-Federal
00

| $-19,481.81$ | $-38,701.04$ | $-38,701.04$ | $.00 \%$ |
| :--- | :--- | :--- | :--- |
| $-19,481.81$ | $-38,701.04$ | $-38,701.04$ | $.00 \%$ |
| $-19,481.81$ | $-38,701.04$ | $-38,701.04$ | $.00 \%$ |

Program: FIN3050
Budget

| Encumbrance |
| :---: |
| YTD |


| Expenditure |
| :---: |
| YTD | | Current |
| :---: |
| Expenditure |$\xrightarrow[\text { Balance }]{$|  Percent  |
| :---: |
|  Expended  |$}$

6000 - EXPENDITURES
81 - CAPITAL PROJECTS
6600 - CPTL OUTLY LAND BLDG \& EQUIP
Total Function81 CAPITAL PROJECTS
Total Expenditures

| $-28,092,652.49$ | $9,999.00$ | $2,004,042.54$ | $\mathbf{1 , 8 3 6 , 3 3 7 . 6 1}$ | $-26,078,610.95$ | $7.13 \%$ |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $-\mathbf{2 8 , 0 9 2}, \mathbf{6 5 2 . 4 9}$ | $\mathbf{9 , 9 9 9 . 0 0}$ | $\mathbf{2 , 0 0 4 , 0 4 2 . 5 4}$ | $\mathbf{1 , 8 3 6 , 3 3 7 . 6 1}$ | $\mathbf{- 2 6 , 0 7 8 , 6 1 0 . 9 5}$ | $\mathbf{7 . 1 3 \%}$ |
| $\mathbf{- 2 8 , 0 9 2 , 6 5 2 . 4 9}$ | $\mathbf{9 , 9 9 9 . 0 0}$ | $\mathbf{2 , 0 0 4 , 0 4 2 . 5 4}$ | $\mathbf{1 , 8 3 6 , 3 3 7 . 6 1}$ | $\mathbf{- 2 6 , 0 7 8 , 6 1 0 . 9 5}$ | $\mathbf{7 . 1 3 \%}$ |


| Estimated Revenue <br> (Budget) | Revenue <br> Realized <br> Current | Revenue Realized <br> To Date | Revenue <br> Balance |
| :---: | :---: | :---: | :---: |

5000 - RECEIPTS
5700 - REVENUE-LOCAL \& INTERMED
5740 - INTEREST, RENT, MISC REVENUE
Total REVENUE-LOCAL \& INTERMED
100.00

Total Revenue Local-State-Federal
100.00
100.00

| -.68 | -16.69 |
| :--- | :--- |
| -.68 | -16.69 |
| -.68 | -16.69 |

83.31
83.31
83.31
16.69\%
16.69\%
16.69\%
Budget

| Encumbrance |
| :---: |
| YTD |


| Expenditure |
| :---: |
| YTD | | Current |
| :---: |
| Expenditure |$\xrightarrow[\text { Balance }]{$|  Percent  |
| :---: |
|  Expended  |$}$

6000 - EXPENDITURES
81 - CAPITAL PROJECTS
6600 - CPTL OUTLY LAND BLDG \& EQUIF
Total Function81 CAPITAL PROJECTS
Total Expenditures

| $-23,121.18$ | $4,535.00$ | $18,477.00$ | $18,477.00$ | -109.18 | $79.91 \%$ |
| :--- | :--- | :--- | :--- | :--- | :--- |


| $-23,121.18$ | $4,535.00$ | $18,477.00$ | $18,477.00$ | -109.18 | $79.91 \%$ |
| :--- | :--- | :--- | :--- | :--- | :--- |

-23,121.18
4,535.00 18,477.00
18,477.00

| Estimated Revenue <br> (Budget) | Revenue <br> Realized <br> Current | Revenue Realized <br> To Date | Revenue <br> Balance |
| :---: | :---: | :---: | :---: |

5000 - RECEIPTS
5700 - REVENUE-LOCAL \& INTERMED
5730 - TUITION \& FEES FROM PATRONS
Total REVENUE-LOCAL \& INTERMED
Total Revenue Local-State-Federal

| $116,825.00$ | $-12,422.44$ | $-49,228.57$ | $67,596.43$ | $42.14 \%$ |
| :--- | :--- | :--- | :--- | :--- |
| $\mathbf{1 1 6 , 8 2 5 . 0 0}$ | $-12,422.44$ | $-49,228.57$ | $67,596.43$ | $\mathbf{4 2 . 1 4 \%}$ |
| $\mathbf{1 1 6 , 8 2 5 . 0 0}$ | $-12,422.44$ | $-49,228.57$ | $\mathbf{6 7 , 5 9 6 . 4 3}$ | $\mathbf{4 2 . 1 4 \%}$ |

Program: FIN3050

Budget $\quad$| Encumbrance |
| :---: |
| YTD |\(\xlongequal[\begin{array}{c}Expenditure <br>

YTD\end{array}]{\)|  Current  |
| :---: |
|  Expenditure  |$} \xlongequal[\text { Balance }]{$|  Percent  |
| :---: |
|  Expended  |$}$

6000 - EXPENDITURES
61 - COMMUNITY SERVICES
6100 - PAYROLL COSTS -110,375.00
6300 - SUPPLIES AND MATERIALS
6400 - OTHER OPERATING EXPENSES
Total Function61 COMMUNITY SERVICES
Total Expenditures

| $-3,000.00$ | .00 | 333.36 |
| ---: | ---: | ---: |
| $-3,450.00$ | 153.22 | 643.80 |
| $\mathbf{- 1 1 6 , 8 2 5 . 0 0}$ | $\mathbf{1 5 3 . 2 2}$ | $\mathbf{3 1 , 3 2 9 . 7 7}$ |
| $\mathbf{- 1 1 6 , 8 2 5 . 0 0}$ | $\mathbf{1 5 3 . 2 2}$ | $\mathbf{3 1 , 3 2 9 . 7 7}$ |


| $7,480.45$ | $-80,022.39$ |
| ---: | ---: |
| .00 | $-2,666.64$ |
| 161.13 | $-2,652.98$ |
| $\mathbf{7 , 6 4 1 . 5 8}$ | $-\mathbf{8 5 , 3 4 2 . 0 1}$ |
| $\mathbf{7 , 6 4 1 . 5 8}$ | $\mathbf{- 8 5 , 3 4 2 . 0 1}$ |


[^0]:    The Contractor is directed to make all necessary revisions to the Work that are not in compliance with the contract documents, whether identified above or not. Any discrepancies in, or objections to, this report must be brought to the Architect's attention in writing within 7 days of reporting date

[^1]:    ESC - Region 13 Regional Day School Program for the Deaf
    Shared Services Arrangement Agreement
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[^2]:    ESC - Region 13 Regional Day School Program for the Deaf Shared Services Arrangement Agreement

