



Notice of Regular Meeting The Board of Trustees LVISD

A meeting of the Board of Trustees of Lago Vista ISD will be held on January 23, 2012, at 6:00pm in the Board Room in Viking Hall, 8039 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. High School Design Update
4. Contract for Civil Engineer
5. Energy Performance Contract – Way Engineering
6. Lago Vista ISD Highly Qualified Report
7. Policy Update 92, affecting local policies (see attached list)
8. Superintendent Report
 - a. Concussion Management Team
 - b. Petermann Bus Services
 - c. 2011-12 SY Calendar
9. Minutes of previous meetings
10. Monthly Financial report
11. Closed Session pursuant to Government Code section 551.074. Discussion of Superintendent Evaluation and Contract.
12. Superintendent Contract
13. Discuss February meeting date
14. 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. All final votes, actions, or decisions will be taken in open meeting.

Matt Underwood
Superintendent

Date

(LOCAL) Policy Action List

LAGO VISTA ISD(227912) - Update / LDU 92

DFF(LOCAL): TERMINATION OF EMPLOYMENT - REDUCTION IN FORCE

DFFA(LOCAL): REDUCTION IN FORCE - FINANCIAL EXIGENCY

DFFB(LOCAL): REDUCTION IN FORCE - PROGRAM CHANGE

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 23, 2012 (“Effective Date”)

between

Lago Vista Independent School District (“OWNER”)

and

Hagood Engineering Associates, INC. (“ENGINEER”).

OWNER intends to construct a new High School Campus (“Project”) located on the 101 acre Lohman Ford Tract (“Property”) in Lago Vista, Texas. The High School is to have an initial student capacity of 600 students with core capacity of 1200 students. Included with the High School Facility will be a Performing Arts Facility, Athletic Fields, and associated parking, circulation drives, sidewalks, utilities and stormwater management basins.

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. OWNER has retained other Consultants as part of the Project:

- a. Owners Building Resource, LP as Bond Program Manager
- b. Fromberg Associates, LTD as Project Architect.

D. ENGINEER shall provide the Basic and Additional Services as outlined in Exhibit A in conjunction with the OWNER'S Consultants. ENGINEER shall function during the normal course of the Project relating to all forms of communication as a Consultant to the ARCHITECT.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by

ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they

shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems

necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the

Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

K. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Contract for Construction" (AIA Document No. A201- 2007) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the

ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall be named additional insured on ENGINEERS' general liability and automobile policies.

B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

C. ENGINEER shall deliver to OWNER certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

D. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 15 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work

but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to

properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 7 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 5 pages.

D. Exhibit D, NOT USED.

E. Exhibit E, NOT USED.

F. Exhibit F, NOT USED

G. Exhibit G, "Insurance," consisting of 3 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 pages.

I. Exhibit I, "Allocation of Risks," NOT USED

J. Exhibit J, NOT USED

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

This is **EXHIBIT A**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES for Civil Engineering

A1.01 *Feasibility and Entitlement Phase*

A. ENGINEER shall:

1. Consult with OWNER and ARCHITECT to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER.
 - a. In conjunction with OWNER and PROGRAM MANAGER, assist in the preparation of a Development Agreement between the OWNER and City of Lago Vista. ENGINEER's assistance to be limited to technical engineering consultation and opinions of probable cost related to utility and roadway design and construction.
4. Perform or provide the following additional tasks or deliverables:
 - a. Assist OWNER and City of Lago Vista with a zoning application for the Project.
 - b. Prepare a Master Development Plan submittal in accordance with City of Lago Vista Subdivision Ordinance.
 - c. Prepare a Preliminary Plan submittal in accordance with City of Lago Vista Subdivision Ordinance.
 - d. Prepare a Final Plat submittal in accordance with City of Lago Vista Subdivision Ordinance. (Public utility or street improvement construction plans which are required as part of the Subdivision process are scoped and provided in the Construction Documents Phase.)
5. Attend necessary public hearings, City of Lago Vista Planning and Zoning and City Council meetings to secure approval of regulatory entitlement items 4a thru 4d above.
6. Engage the following Consultants (these professional services will be billed as a reimbursable expenses as defined in Exhibit C):
 - a. Registered Professional Land Surveyor. Purpose is to perform an on-ground boundary, topographic (minimum 2' contour interval), tree, and visible improvement survey of the Property. Prepare an Autocad file of field work. Prepare a legal description of the metes and bounds of the property boundary. Review and seal the Final Plat document as required by the City of Lago Vista Subdivision.
 - b. Transportation Engineer. Purpose is to prepare a Traffic Impact Analysis of the Property based upon scope defined by LVISD and agreed to by the City of Lago Vista.

c. Environmental Consultant. Perform a site assessment of the Property's environmental characteristics for cultural resources. Prepare Archeological report in accordance with Texas Antiquities Commission regulations. Consult with TAC as necessary to secure release of site. This scope does not include recovery or collection of any discovered artifacts deemed by TAC to be historical.

8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish ____ final copies of the revised Report to the OWNER within ___ days after completion of reviewing it with OWNER.

A1.02 *Schematic Design Phase*

A. Upon authorization of the OWNER and in conjunction with the Architect, the ENGINEER shall:

1. On the basis of the acceptance of the OWNER of the Entitlements, reports and surveys defined in Section A1.01, prepare a Autocad drawing file of the existing conditions of the Property. Engineer shall consult with OWNER/ARCHITECT regarding the site characteristics and regulatory requirements.

2. Coordinate with utility providers to secure maps, records, and capacity data related to Property. Utility mapping will be based upon information obtained from utility owners.

3. Review with the Architect, attend necessary conference, prepare necessary analysis, drawings and other documents, be available for general consultation, and make recommendations regarding basic systems for This Part of the Project. When necessary, the Engineer shall consult with public agencies and other organizations concerning utility services and requirements.

4. Based on the information contained in the Schematic Design Phase Documents, submit an Opinion of Probable Construction Cost for this Portion of the Project and any adjustments to Total Project Budget known to ENGINEER.

5. Furnish the Schematic Design Phase documents to and review them with OWNER/ARCHITECT.

A1.03 *Design Development Phase*

A. After acceptance by OWNER/ARCHITECT of the Schematic Design Phase documents and revised opinion of probable Construction Cost as determined in the Schematic Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from OWNER, ENGINEER shall:

1. Prepare Design Development Documents from the Schematic Design Studies approved by the OWNER and confirmed by the Architect. The Design Development Documents shall consist of drawings and other documents to fix and describe This Part of the Project, including materials, equipment, component systems and types of construction as may be appropriate, all of which are to be approved by the OWNER and ARCHITECT.

2. Advise OWNER and ARCHITECT of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished separately sequenced from the ARCHITECTS (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Construction Documents Phase, develop a schedule for performance of ENGINEER's services during the Construction Document, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

A1.04 *Construction Documents Phase*

- A. After acceptance by OWNER/ARCHITECT of the Design Development documents and revised opinion of probable Construction Cost as determined in the Design Development Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from OWNER, ENGINEER shall:
1. Prepare drawings and specifications setting forth in detail the requirements for the construction of This Part of the Project, all of which are to be approved by the OWNER and ARCHITECT. The ENGINEER shall prepare the drawings and specifications in such format as the ARCHITECT may require.
 2. The drawings and specifications shall be prepared in accordance with the published City of Lago Vista site development regulations.
 3. Advise OWNER and ARCHITECT of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

A1.05 Regulatory Agency Phase

A. After acceptance by OWNER/ARCHITECT of the Construction Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by OWNER/ARCHITECT to proceed, ENGINEER shall:

1. Prepare necessary reports, and supporting documents as required by the City of Lago Vista in accordance with the Site Development and Non-point Source Pollution Control Regulations.
2. Revise construction documents as necessary based upon City review of plans and reports. Revisions to the documents are based upon two (2) rounds of review by the City.
3. Advise OWNER and ARCHITECT of Regulatory Fees necessary for the issuance of permits related to This Portion of the Project.

A1.06 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Construction Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
2. Consult with OWNER and ARCHITECT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.07 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER/ARCHITECT and in conjunction with Architect act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings

with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary and input from ARCHITECT/OWNER, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER/ARCHITECT informed of the progress of the Work.

b. The purpose of ENGINEER's visits to the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

4. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

5. *Change Orders and Work Change Directives.* Review and recommend Change Orders and Work Change Directives to OWNER and ARCHITECT for This Part of the Project as required.

6. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

7. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

8. *Inspections and Tests.* Review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

9. *Applications for Payment.* In conjunction with the ARCHITECT and based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.07.A.2.a are expressly subject to the limitations set forth in paragraph A1.07.A.2.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees for This Portion of the Project.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.07.A.6, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.07.A.6.

c. ENGINEER shall transmit these documents to ARCHITECT.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER, ARCHITECT, and Contractor, conduct an inspection to

determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ARCHITECT for final payment to Contractors.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

3. Services resulting from OWNER's request to evaluate additional Schematic Design Phase alternative solutions.

4. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

5. Providing renderings or models for OWNER's use.

6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

7. Furnishing services of ENGINEER's Consultants for other than Basic Services.

8. Services attributable to more than one (1) prime construction contracts .

9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
11. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
14. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
15. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
16. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
20. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
21. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
22. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
23. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
24. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
25. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
26. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a program manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

R. Perform or provide the following additional services:

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER --

C4.01 For Basic Services Having A Determined Scope -- Percentage of Construction Cost Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. General. An amount equal to six percent (6%) of the Construction Cost for This Portion of the Project. This amount includes compensation for ENGINEER's Basic Services excluding ENGINEER'S Consultants.

2. As a basis for payment to ENGINEER, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by ENGINEER:

a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by OWNER.

b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, ENGINEER's most

recent opinion of probable Construction Cost.

d. Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices.

e. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. Progress payments:

a. The portion of the amounts billed for ENGINEER's services which is on account of the Percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.

b. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Feasibility and Entitlement Phase	10%
Schematic Design Phase	10%
Design Development Phase	10%

Construction Documents Phase	35%
Bidding or Negotiating Phase	5%
Regulatory Agency Phase	15%
Construction Phase	15%
	100%

c. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the OWNER.

4. ENGINEER's total compensation is conditioned on Contract Times to complete the Work not exceeding 36 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for the Project than identified in Exhibit A, ENGINEER shall be compensated an additional amount equal to 5 percent of the Construction Cost for all Basic Services for each prime contract added.

C4.02 For Basic Services Having An Undetermined Scope -- Standard Hourly Rates Method of Payment

A. OWNER shall pay ENGINEER for Basic Services having an undetermined scope as follows:

1. Resident Project Representative Services. For services of ENGINEER's Resident Project Representative an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. Post-Construction Phase Services. For Post-Construction Phase services (after final payment to Contractor by Owner) an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

C4.03 For Additional Services

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.26, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. Serving as a Witness. For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.26, at the rate of \$200.00 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.06.

C4.04 For Reimbursable Expenses

A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related

internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.20.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 2013) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *Standard Hourly Rates*

A. Standard Hourly Rates are set forth in Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. The Standard Hourly Rates will be adjusted annually (as of January 2013) to reflect equitable changes in the compensation payable to ENGINEER.

C4.06 *For ENGINEER's Consultant's Charges*

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.10.

C4.07 *Factors*

A. The external Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

A. *Progress Payments.* The portion of the amounts billed for ENGINEER's services which are related to the services identified in paragraphs C4.02 and C4.03, will be during the billing period based on the cumulative hours charged to the Project by each class of ENGINEER's employees times the Standard Hourly Rate for each class plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services shall be

continued based on the Standard Hourly Rates Method of Payment.

C. *Estimated Compensation Amounts*

1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ENGINEER _____

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C, C4.04.D. Reimbursable expenses for services performed on the date of the Agreement are:

Overnight Deliveries	Cost of service
Reproducible Copies (Mylar) *	\$10.00/sheet.
Reproducible Copies (Paper) *	\$2.00/sheet
Regulatory Permitting Fees paid by ENGINEER	Cost of fee
Travel outside 50 miles radius of ENGINEERS Office:	Cost of transportation mode (rental car, plane, or mileage for personal automobile

ENGINEER'S Consultants for the Project to billed at actual cost:

Surveying -	Estimated Fee:	\$67,500.00
Transportation Engineering -	Estimated Fee:	\$25,000.00
Environmental Consultant -	Estimated Fee:	\$10,000.00

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ENGINEER _____

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C, C4.05.B. Hourly rates for services performed on the date of the Agreement are:

Principal Engineer	\$160.00
Project Engineer / Manager	\$110.00
Design Coordinator	\$80.00
CAD Technician	\$65.00
EIT/ Project Manager	\$100.00
Clerical	\$55.00
Project Field Representative	\$90.00

This is **EXHIBIT D**,

NOT USED

This is **EXHIBIT E**,

NOT USED

This is **EXHIBIT F**,

NOT USED

This is **EXHIBIT G**,

Engineer's Certificates of Insurance

(Attached)

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. A. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of the complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- B. The parties shall share the mediators fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ENGINEER _____

Allocation of Risks **NONE**

This is **EXHIBIT J**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated _____, _____.**

Initial:

OWNER _____

ENGINEER _____

Special Provisions **NONE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703

MICHAEL J. HALL & COMPANY
HALL & COMPANY
 19660 10TH AVENUE N.E.
 POULSBO WA 98370

CONTACT NAME: **MICHAEL J. HALL & COMPANY**PHONE (A/C, No, Ext): **(360) 598-3700**FAX (A/C, No): **(360) 598-3703**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Underwriters at Lloyd's, London**

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Hagood Engineering Associates Inc
 1 Chisholm Trl Ste 5200
 Round Rock, TX 78681-5090

COVERAGES

CERTIFICATE NUMBER: 151871

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTH ER \$
A	Professional Liability: Claims Made Basis			HPP1918/012	01/16/12	01/16/13	\$1,000,000 Each Claim \$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Lago Vista ISD
 8039 Bar-K Ranch Road
 Lago Vista, TX 78645

Attention: **Matt Underwood, Superintendent**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew L. Copus



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brookshire Insurance Agency 1611 Granger Road Taylor TX 76574		CONTACT NAME: Melissa Kriegel PHONE (A/C No. Ext): (512) 218-0262 FAX (A/C No.): (888) 317-6907 E-MAIL ADDRESS: melissa@brookshireins.com																						
INSURED HAGOOD ENGINEERING ASSOCIATES INC ONE CHISHOLM TRAIL #5200 ROUND ROCK TX 78681		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>America First Lloyds</td> <td>11526</td> </tr> <tr> <td>INSURER B</td> <td>Peerless Indemnity</td> <td>18333</td> </tr> <tr> <td>INSURER C</td> <td>America First Ins</td> <td>12696</td> </tr> <tr> <td>INSURER D</td> <td>Netherlands</td> <td>24171</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	America First Lloyds	11526	INSURER B	Peerless Indemnity	18333	INSURER C	America First Ins	12696	INSURER D	Netherlands	24171	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A	America First Lloyds	11526																						
INSURER B	Peerless Indemnity	18333																						
INSURER C	America First Ins	12696																						
INSURER D	Netherlands	24171																						
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: CL11121500636 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP8813194	12/10/2011	12/10/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			BA8814394	12/10/2011	12/10/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU8817494	12/10/2011	12/10/2012	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8816094 Terrell Hagood	12/10/2011	12/10/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER (512) 267-8304 Lago Vista ISD P. O. Box 4929 8039 Bar-K Ranch Road Lago Vista, TX 78645	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R. Brent Kriegel/KDC <i>R. Brent Kriegel</i>
--	--



Organization: Lago Vista ISD

County District: 227912101

Campus/Site: LAGO VISTA EL

ESC Region: 13

SAS#: NCLBAA12

Vendor ID: 1741990520

School Year: 2011-2012

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

	Amendment #	Version #
	00	01

District Not Required to Report This Campus (if selected, go to Part 11 to submit report)

Part 1: LEA Information

Campus Name	LAGO VISTA EL
Campus Number	227912101

Part 2: Number of Teachers

Help

	Regular	Special Ed.
Total number of Teachers in Core Academic Subject areas	28	5

Part 3: Core Academic Subject Classes

Help

Subject	Regular		Special Education		
	A	B	C	D	
	# of Classes	# of Classes Taught by HQ Teachers	# of Classes	# of Classes Taught by HQ Teachers	
Elementary (Grades PK-6): 1 Teacher = 1 Class					
1. All Subjects	28	28	5	5	
Secondary (Grades 7-12): Each Section Taught Counts as 1 Class					
2. English	0	0	0	0	
3. Reading/Language Arts	0	0	0	0	
4. Mathematics	0	0	0	0	
5. Science	0	0	0	0	
6. Foreign Languages	0	0	0	0	
7. Civics and Government	0	0	0	0	
8. Economics	0	0	0	0	
9. Arts	0	0	0	0	
10. History	0	0	0	0	
11. Geography	0	0	0	0	
Total Secondary	0	0	0	0	
Grand Total	28	28	5	5	
Total % Highly Qualified					100.00

Part 4: Number of Core Academic Teachers Who Are Teaching on the Following Permits

Help

	Permit	# of Teachers	
		Elem. (PK-6)	Secondary (7-12)
1.	Emergency (for certified personnel)	0	0
2.	Emergency (for uncertified personnel)	0	0
3.	Nonrenewable	0	0
4.	Temporary Classroom Assignment	0	0
5.	District Teaching	0	0
6.	Temporary Exemption	0	0



Organization: Lago Vista ISD

County District: 227912101

Campus/Site: LAGO VISTA EL

ESC Region: 13

SAS#: NCLBAA12

Vendor ID: 1741990520

School Year: 2011-2012

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

Part 5: Reasons for Not Being Classified as Highly Qualified in All Assignments

Elementary School Classes		Number
1.	Elementary School Classes Taught by Certified General Education Teachers Who Did Not Pass a Subject-Knowledge Test or (if eligible) Have Not Demonstrated Subject-Matter Competency through HOUSE	0
2.	Elementary School Classes Taught by Certified Special Education Teachers Who Did Not Pass a Subject-Knowledge Test or (if eligible) Have Not Demonstrated Subject-Matter Competency through HOUSE	0
3.	Elementary School Classes Taught by Teachers Who Are Not Fully Certified (and Are Not in an Approved Alternative Route Program)	0
4.	Other (please explain)	0

Secondary School Classes		Number
5.	Secondary School Classes Taught by Certified General Education Teachers Who Have Not Demonstrated Subject-Matter Competency in Those Subjects (e.g., Out-of-Field Teachers).	0
6.	Secondary School Classes Taught by Certified Special Education Teachers Who Have Not Demonstrated Subject-Matter Competency in Those Subjects.	0
7.	Secondary School Classes Taught by Teachers Who Are Not Fully Certified (and Are Not in an Approved Alternative Route Program).	0
8.	Other (please explain)	0

Part 6: FTEs of Special Education Teachers for Students by Age

Help

		Students 3-5	Students 6-21
1	Special Education FTEs That Are Highly Qualified	1.00	4.00
2	Special Education FTEs That Are Not Highly Qualified	0.00	0.00
3	Special Education FTEs That Are Not Required to Be Highly Qualified	0.00	0.00

Part 7 is hidden because you haven't selected either 'TA' or 'SW' on SC5000 schedule in the NCLB grant application.

Part 8 is hidden because you haven't selected either 'TA' or 'SW' on SC5000 schedule in the NCLB grant application.



Organization: Lago Vista ISD

County District: 227912101

Campus/Site: LAGO VISTA EL

ESC Region: 13

SAS#: NCLBAA12

Vendor ID: 1741990520

School Year: 2011-2012

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

Part 9: Teachers Not Meeting Highly Qualified

Elementary (PK-6) Teachers Not Meeting Highly Qualified

1. <input type="checkbox"/>	Teacher Name:			
	Teacher Assignments:	<input type="radio"/> General Elementary Curriculum <input type="radio"/> Outside General Elementary Curriculum (e.g., Music, Theatre, Art)		
	Setting:	<input type="checkbox"/> General Education <input type="checkbox"/> Special Education		
	Grade Level:	<input type="checkbox"/> PK <input type="checkbox"/> K <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6		
Strategies/Activities That Will Be Implemented to Meet HQ Requirements by the End of the School Year:				
<input type="checkbox"/>	Pass Content Exam	Exam #		
<input type="checkbox"/> Complete Certification Program <input type="checkbox"/> Reassign Teacher <input type="checkbox"/> Fill an Unfilled Position <input type="checkbox"/> Provide Professional Development				
<input type="checkbox"/>	Other			
	Responsible Person:			
	Target Completion Date:			

Secondary (7-12) Teachers Not Meeting Highly Qualified

1. <input type="checkbox"/>	Teacher Name:				
	Teacher Assignments:	<input type="checkbox"/> Economics <input type="checkbox"/> English <input type="checkbox"/> Fine Arts: Music or Art <input type="checkbox"/> Foreign Language <input type="checkbox"/> Geography <input type="checkbox"/> Government/Civics <input type="checkbox"/> History <input type="checkbox"/> Mathematics <input type="checkbox"/> Reading/Language Arts <input type="checkbox"/> Science			
	Setting:	<input type="checkbox"/> General Education <input type="checkbox"/> Special Education			
	Grade Level:	<input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12			
Strategies/Activities That Will Be Implemented to Meet HQ Requirements by the End of the School Year:					
<input type="checkbox"/>	Pass Content Exam	Exam #			
<input type="checkbox"/> Complete Certification Program <input type="checkbox"/> Reassign Teacher <input type="checkbox"/> Fill an Unfilled Position <input type="checkbox"/> Provide Professional Development					
<input type="checkbox"/>	Other				
	Responsible Person:				
	Target Completion Date:				



Organization: Lago Vista ISD

County District: 227912101

Campus/Site: LAGO VISTA EL

ESC Region: 13

SAS#: NCLBAA12

Vendor ID: 1741990520

School Year: 2011-2012

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

Part 10: Additional LEA Data (optional)

500 of 500

Part 11: Certification and Incorporation

Primary Contact

First Name			26 of 30	Initial	Last Name		24 of 30	Title	12 of 40	
Beth				A	Mohler			Director of Federal Programs		
Telephone	Ext.	Fax	E-Mail			30 of 60	Confirm E-Mail			30 of 60
512-267-8300	1502	267-267-8304	beth_mohler@lagovista.txed.net				beth_mohler@lagovista.txed.net			

Certification and Incorporation Statement

I hereby certify that the information contained in this report is, to the best of my knowledge, correct and that the local education agency named above has authorized me as its representative to submit this data. I further certify that reported program activities were conducted in accordance with all applicable State laws and regulations, and instructions, the Provisions and Assurances, Debarment and Suspension, Lobbying Requirements, Special Provisions and Assurances, and the schedules of the approved application for funding.

Authorized Official

Copy Click this button if the Authorized Official's contact information is the same as the Primary Contact information.

First Name			26 of 30	Initial	Last Name		24 of 30	Title	12 of 40	
Beth				A	Mohler			Director of Federal Programs		
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Submitter Information

First Name	Last Name	Approval ID	Submit Date and Time
Beth	Mohler	bamohle0820	11/11/2011 9:40:23 AM

Only the legally responsible party may submit this report.



Organization: Lago Vista ISD
 Campus/Site: LAGO VISTA MIDDLE
 Vendor ID: 1741990520

County District: 227912041
 ESC Region: 13
 School Year: 2011-2012

SAS#: NCLBAA12

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

	Amendment #	Version #
	00	01

 District Not Required to Report This Campus (if selected, go to Part 11 to submit report)

Part 1: LEA Information

Campus Name: LAGO VISTA MIDDLE
 Campus Number: 227912041

Part 2: Number of Teachers

Help

	Regular	Special Ed.
Total number of Teachers in Core Academic Subject areas	16	2

Part 3: Core Academic Subject Classes

Help

Subject	Regular		Special Education	
	A	B	C	D
	# of Classes	# of Classes Taught by HQ Teachers	# of Classes	# of Classes Taught by HQ Teachers
Elementary (Grades PK-6): 1 Teacher = 1 Class				
1. All Subjects	6	6	2	2
Secondary (Grades 7-12): Each Section Taught Counts as 1 Class				
2. English	0	0	0	0
3. Reading/Language Arts	10	10	1	1
4. Mathematics	10	10	1	1
5. Science	10	10	0	0
6. Foreign Languages	4	4	0	0
7. Civics and Government	0	0	0	0
8. Economics	0	0	0	0
9. Arts	4	4	0	0
10. History	10	10	0	0
11. Geography	0	0	0	0
Total Secondary	48	48	2	2
Grand Total	54	54	4	4
Total % Highly Qualified				100.00

Part 4: Number of Core Academic Teachers Who Are Teaching on the Following Permits

Help

	Permit	# of Teachers	
		Elem. (PK-6)	Secondary (7-12)
1.	Emergency (for certified personnel)	0	0
2.	Emergency (for uncertified personnel)	0	0
3.	Nonrenewable	0	0
4.	Temporary Classroom Assignment	0	0
5.	District Teaching	0	0
6.	Temporary Exemption	0	0



Organization: Lago Vista ISD
 Campus/Site: LAGO VISTA MIDDLE
 Vendor ID: 1741990520

County District: 227912041
 ESC Region: 13
 School Year: 2011-2012

SAS#: NCLBAA12

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

Part 5: Reasons for Not Being Classified as Highly Qualified in All Assignments

Elementary School Classes		Number
1.	Elementary School Classes Taught by Certified General Education Teachers Who Did Not Pass a Subject-Knowledge Test or (if eligible) Have Not Demonstrated Subject-Matter Competency through HOUSE	0
2.	Elementary School Classes Taught by Certified Special Education Teachers Who Did Not Pass a Subject-Knowledge Test or (if eligible) Have Not Demonstrated Subject-Matter Competency through HOUSE	0
3.	Elementary School Classes Taught by Teachers Who Are Not Fully Certified (and Are Not in an Approved Alternative Route Program)	0
4.	Other (please explain)	0

Secondary School Classes		Number
5.	Secondary School Classes Taught by Certified General Education Teachers Who Have Not Demonstrated Subject-Matter Competency in Those Subjects (e.g., Out-of-Field Teachers).	0
6.	Secondary School Classes Taught by Certified Special Education Teachers Who Have Not Demonstrated Subject-Matter Competency in Those Subjects.	0
7.	Secondary School Classes Taught by Teachers Who Are Not Fully Certified (and Are Not in an Approved Alternative Route Program).	0
8.	Other (please explain)	0

Part 6: FTEs of Special Education Teachers for Students by Age

Help

		Students 3-5	Students 6-21
1	Special Education FTEs That Are Highly Qualified	0.00	2.00
2	Special Education FTEs That Are Not Highly Qualified	0.00	0.00
3	Special Education FTEs That Are Not Required to Be Highly Qualified	0.00	0.00

Part 7 is hidden because you haven't selected either 'TA' or 'SW' on SC5000 schedule in the NCLB grant application.

Part 8 is hidden because you haven't selected either 'TA' or 'SW' on SC5000 schedule in the NCLB grant application.



Organization: Lago Vista ISD
 Campus/Site: LAGO VISTA MIDDLE
 Vendor ID: 1741990520

County District: 227912041
 ESC Region: 13
 School Year: 2011-2012

SAS#: NCLBAA12

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

Part 9: Teachers Not Meeting Highly Qualified

Elementary (PK-6) Teachers Not Meeting Highly Qualified

1. <input type="checkbox"/>	Teacher Name:			
	Teacher Assignments:	<input type="radio"/> General Elementary Curriculum <input type="radio"/> Outside General Elementary Curriculum (e.g., Music, Theatre, Art)		
	Setting:	<input type="checkbox"/> General Education <input type="checkbox"/> Special Education		
	Grade Level:	<input type="checkbox"/> PK <input type="checkbox"/> K <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6		
Strategies/Activities That Will Be Implemented to Meet HQ Requirements by the End of the School Year:				
<input type="checkbox"/>	Pass Content Exam	Exam #		
<input type="checkbox"/> Complete Certification Program <input type="checkbox"/> Reassign Teacher <input type="checkbox"/> Fill an Unfilled Position <input type="checkbox"/> Provide Professional Development				
<input type="checkbox"/>	Other			
	Responsible Person:			
	Target Completion Date:			

Secondary (7-12) Teachers Not Meeting Highly Qualified

1. <input type="checkbox"/>	Teacher Name:				
	Teacher Assignments:	<input type="checkbox"/> Economics <input type="checkbox"/> English <input type="checkbox"/> Fine Arts: Music or Art <input type="checkbox"/> Foreign Language <input type="checkbox"/> Geography <input type="checkbox"/> Government/Civics <input type="checkbox"/> History <input type="checkbox"/> Mathematics <input type="checkbox"/> Reading/Language Arts <input type="checkbox"/> Science			
	Setting:	<input type="checkbox"/> General Education <input type="checkbox"/> Special Education			
	Grade Level:	<input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12			
Strategies/Activities That Will Be Implemented to Meet HQ Requirements by the End of the School Year:					
<input type="checkbox"/>	Pass Content Exam	Exam #			
<input type="checkbox"/> Complete Certification Program <input type="checkbox"/> Reassign Teacher <input type="checkbox"/> Fill an Unfilled Position <input type="checkbox"/> Provide Professional Development					
<input type="checkbox"/>	Other				
	Responsible Person:				
	Target Completion Date:				



Organization: Lago Vista ISD
 Campus/Site: LAGO VISTA MIDDLE
 Vendor ID: 1741990520

County District: 227912041
 ESC Region: 13
 School Year: 2011-2012

SAS#: NCLBAA12

2011-2012 Annual Survey of Highly Qualified (HQ) Teachers

PR1100

PR1100 - Highly Qualified (HQ) Survey

Part 10: Additional LEA Data (optional)

500 of 500

Part 11: Certification and Incorporation

Primary Contact

First Name	26 of 30		Initial	Last Name	24 of 30	Title	12 of 40
Beth				Mohler		Director of Federal Programs	
Telephone	Ext.	Fax	E-Mail		30 of 60	Confirm E-Mail	30 of 60
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Submitter Information

First Name	Last Name	Approval ID	Submit Date and Time
Beth	Mohler	bamohle0820	11/11/2011 9:36:21 AM

Only the legally responsible party may submit this report.

District Not Required to Report This Campus

Region :	13		
Organization :	Lago Vista ISD	County-District:	227912
Campus Name :	LAGO VISTA H S	Campus Number :	227912001

Number Of Teachers

	Regular	Special Ed
Total number of Teachers in Core Academic Subject Areas	21	2

Core Academic Subject Classes

Subject	Regular				Special Education			
	A # of classes	B # of classes taught by HQ teachers	C % HQ	D % Not HQ	A # of classes	B # of classes taught by HQ teachers	C % HQ	D % Not HQ
Elementary (Grades PK-6): 1 Teacher = 1 Class								
1. All subjects	0	0	0.00	0.00	0	0	0.00	0.00
Secondary (Grades 7-12): Each Section Taught Counts as 1 Class								
2. English	18	18	100.00	0.00	1	1	100.00	0.00
3. Reading/Language Arts	0	0	0.00	0.00	0	0	0.00	0.00
4. Mathematics	22	22	100.00	0.00	1	1	100.00	0.00
5. Science	24	24	100.00	0.00	0	0	0.00	0.00
6. Foreign Languages	11	11	100.00	0.00	0	0	0.00	0.00
7. Civics and Government	4	4	100.00	0.00	0	0	0.00	0.00
8. Economics	5	5	100.00	0.00	0	0	0.00	0.00
9. Arts	9	9	100.00	0.00	0	0	0.00	0.00
10. History	10	10	100.00	0.00	0	0	0.00	0.00
11. Geography	4	4	100.00	0.00	0	0	0.00	0.00
Total Secondary :	107	107	100.00	0.00	2	2	100.00	0.00
Grand Total (Elementary + Secondary) :	107	107	100.00	0.00	2	2	100.00	0.00
TOTAL % Highly Qualified:	100.00							

District Not Required to Report This Campus

Region :	13		
Organization :	Lago Vista ISD	County-District:	227912
Campus Name :	LAGO VISTA H S	Campus Number :	227912001

Number of Core Academic Teachers Who Are Teaching on the Following Permits

Permit	# of teachers	
	Elem. (PK-6)	Secondary (7-12)
1. Emergency (for certified personnel)	0	0
2. Emergency (for uncertified personnel)	0	0
3. Non-renewable	0	0
4. Temporary Classroom Assignment	0	0
5. District Teaching	0	0
6. Temporary	0	0

Reasons for Not Being Classified as Highly Qualified in all Assignments

Elementary School Classes	Number
1. Elementary School Classes Taught by Cetified General Education Teachers Who Did Not Pass a Subject-Knowledge Test or (If Eligible) Have Not Demonstrated Subject-Matter Competency through HOUSE	0
2. Elementary School Classes Taught by Certified Special Education Teachers Who Did Not Pass a Subject-Knowledge Test or Have Not Demonstrated Subject-Matter Competency through HOUSE	0
3. Elementary School Classes Taught by Teachers Who Are Not Fully Certified (and Are Not in an Approved Alternative Route Program	0
4. Other	0
Secondary School Classes	Number
5. Secondary School Classes Taught by Certified General Education Teachers Who Have Not Demonstrated Subject-Matter Competency in Those Subjects (e.g., Out-of-Field Teachers)	0
6. Secondary School Classes Taught by Certified Special Education Teachers Who Have Not Demonstrated Subject-Matter Competency in Those Subjects	0
7. Secondary School Classes Taught by Teachers Who Are Not Fully Certified(and Are Not in an Approved Alternative Route Program)	0
8. Other	0

District Not Required to Report This Campus

Region :	13		
Organization :	Lago Vista ISD	County-District:	227912
Campus Name :	LAGO VISTA H S	Campus Number :	227912001

FTEs of Special Education Teachers for Students by Age

	Students 3-5	Students 6-21
1. Special Education FTEs That Are Highly Qualified	0.00	1.12
2. Special Education FTEs That Are Not Highly Qualified	0.00	0.00
3. Special Education FTEs That Are Not Required to Be Highly Qualified	0.00	0.00

District Not Required to Report This Campus

Region :	13		
Organization :	Lago Vista ISD	County-District:	227912
Campus Name :	LAGO VISTA H S	Campus Number :	227912001

Paraprofessional Qualifications

Title I, Part A Paraprofessionals WITH Instructional Support Duties in Core Academic Subject Areas (unduplicated count)

	Schoolwide		Targeted Assistance	
	Number	FTE	Number	FTE
1. Total Title I, Part A Paraprofessionals Who Provide Instructional Support in Core Academic Subject Areas Instructional Support Includes: 1. One-on-One Tutoring Scheduled at a Time When the Student Would Not Otherwise Receive Instruction from a Teacher 2. Assisting in Classroom Management, such as Organizing Instructional and Other Materials 3. Providing Instructional Assistance in a Computer Laboratory	0	0.00	0	0.00
2. Title I, Part A Paraprofessionals in 7.1.1 Who Have an Associate's	0	0.00	0	0.00
3. Title I, Part A Paraprofessionals in 7.1.1 Who Have Completed Two Years of Study at an Institute of Higher Education	0	0.00	0	0.00
4. Title I, Part A Paraprofessionals in 7.1.1 Who Have Passed a Rigorous State or Local Assessment Demonstrating Knowledge of, and the Ability to Assist in Instructing, Reading, Writing, and Mathematics; or Reading Readiness, Writing Readiness, and	0	0.00	0	0.00
5. Title I, Part A Paraprofessionals in 7.1.1 With Instructional Support Duties Who Are Not Included in 2, 3, or 4 Above (do not meet 1119 requirements)	0	0.00	0	0.00

Title I, Part A Paraprofessionals WITHOUT Instructional Support Duties in Core Academic Subject Areas (unduplicated count)

	Schoolwide	Targeted Assistance
	FTE	FTE
1. Total Title I, Part A Paraprofessionals without Instructional Support Duties, or with Instructional Support Duties outside the	0.00	0.00
2. Total Title I, Part A Noninstructional Paraprofessionals in 7.2.1 with Clerk or Secretarial Duties, Noninstructional Assistance in Computer Laboratory, Food Services, Cafeteria or Playground Supervisions, Personal Care Services, and Similar Duties	0.00	0.00

District Not Required to Report This Campus

Region :	13		
Organization :	Lago Vista ISD	County-District:	227912
Campus Name :	LAGO VISTA H S	Campus Number :	227912001

3. Title I, Part A Paraprofessionals in 7.2.1 Who Serve as Parental Liaisons	0.00	0.00
4. Title I, Part A Paraprofessionals in 7.2.1 Who Serve as Interpreters, but Provide No Direct Instruction	0.00	0.00
5. Title I, Part A Paraprofessionals in 7.2.1 without Instructional Support Duties Who Are Not Included in 2, 3, or 4 Above	0.00	0.00

Title I, Part A Paraprofessional FTEs for Students by Age		
	Students 3-5	Students 6-21
1. FTEs with Special Education Assignments That Met Title I, Part A, Section 1119(c) Requirement	0.00	0.00
2. FTEs with Special Education Assignments That Did Not Meet Title I, Part A, Section 1119(c) Requirement	0.00	0.00
3. FTEs with Special Education Assignments That Are Not Required to Meet Title I, Part A, Section 1119(c) Requirement	0.00	0.00

Parent Notifications

1a. Did the campus send parent notifications to notify parents that their child's teacher was not highly qualified? (P.L. 107 - 110, Section 1111(h)(6)(B)(ii))

Yes: 0
No: 0
No notification required: 0

1b. If yes, how many teachers required notifications to be sent? 0

Instruction Sheet

TASB Localized Policy Manual Update 92

District Lago Vista ISD

Code	Action To Be Taken	Note
D (LEGAL)	Replace table of contents	Revised table of contents
DEA (LEGAL)	Replace policy	Revised policy
DEAB (LEGAL)	ADD policy	See explanatory note
DFF (LEGAL)	ADD policy	See explanatory note
DFF (LOCAL)	DELETE policy	See explanatory note
DFFA (LOCAL)	ADD policy	See explanatory note
DFFB (LOCAL)	ADD policy	See explanatory note

Explanatory Notes

TASB Localized Policy Manual Update 92

District: Lago Vista ISD
D (LEGAL) PERSONNEL

The D section table of contents has been revised to reflect the renaming of policy code DEA, now titled Wage and Hour Laws, and the addition of DEAB, Salaries and Wages. Three other new codes have been added in the DFF series that address reduction in force due to financial exigency (DFFA), as a result of program change (DFFB), and for continuing contracts (DFFC).

DEA (LEGAL) COMPENSATION AND BENEFITS
WAGE AND HOUR LAWS

Update 92 includes reorganization of the DEA policy series addressing compensation and benefits. Content on the Fair Labor Standards Act will remain at DEA. General content on salaries and wages has been moved to DEAB, Salaries and Wages.

The reorganization also resulted in the following changes to this policy:

- Deletion of several expired or repealed provisions, including provisions addressing salaries for the 2009–10 and 2010–11 school years.
- Deletion of provisions on the allotment of funds for support staff health-care supplements, since this one-time pay mandate, which is still in law, has been incorporated into pay practices.
- Revision of the margin note addressing breaks for employees to express breast milk to BREAKS FOR NURSING MOTHERS to better reflect the statutory provisions.
- Addition of an existing statutory provision on the PAYDAY LAW EXEMPTION for school districts. See page 5.

DEAB (LEGAL) COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEAB includes several provisions moved from DEA without revision: minimum salary schedule, employees formerly on career ladder, pay increases, designation of compensation for benefits, TRS contributions and surcharges, and the earned income tax credit.

On page 4, new material has been added from a 2009 commissioner of education decision addressing a district's authority for DECREASING PAY of an educator. A reduction is permissible if the district gives formal and specific warning to the educator of the salary reduction when the educator still has the opportunity to unilaterally resign from his or her contract.

New provisions have also been added from SB 8 (First Called Session, 82nd Legislative Session) addressing salary reductions and furloughs. When a district implements WIDESPREAD SALARY REDUCTIONS for teachers based on district financial conditions, the district must also reduce the salaries of administrators or other professional employees in a proportionate amount.

Explanatory Notes

TASB Localized Policy Manual Update 92

Districts also now have the option of implementing a FURLOUGH PROGRAM in accordance with the statutory requirements and district policy. The district may reduce the number of days of service required by up to six days if the commissioner certifies that the district will receive less state and local funding for the year than was provided to the district during the 2010–11 school year. The commissioner must certify a decrease in FUNDING LEVELS by July 1 of each year. A new recommended local policy provision at DFFA provides authorization for the district to pursue a furlough. See the explanatory note for DFFA(LOCAL), below. A board's decision to implement a furlough is not subject to appeal.

For either a widespread reduction in salaries or a furlough, the district must also follow a specific process outlined in statute to implement the programs. The SALARY REDUCTION/FURLOUGH PROCESS requires the district to include the involvement of the district's professional staff in development of the program and to give district employees an opportunity to comment at a public meeting. At the PUBLIC MEETING, the district must provide information about:

- The options the district considered for managing the district's financial resources,
- How the program will limit the number of staff who will lose their jobs, and
- The district's local option of providing a residence homestead exemption.

DFF (LEGAL) TERMINATION OF EMPLOYMENT REDUCTION IN FORCE

This new legally referenced policy on reduction in force (RIF) includes existing commissioner of education decisions and statutory provisions, as well as new provisions from SB 8:

- The commissioner's decision in *Stidham v. Anahuac Independent School District* explains that the general BOARD AUTHORITY to govern the district includes making responsible choices in managing the finances and personnel of the district. *Wasserman v. Nederland Independent School District*, another commissioner's decision, clarifies that a district is free to change its organizational structure to increase efficiency.
- The commissioner's decision in *Amerson v. Houston Independent School District* outlines when an employee whose position was eliminated due to a RIF must be given CONSIDERATION FOR OPEN POSITIONS.
- Specific provisions on each type of contract describe when and under what circumstances an employee may be discharged and the board's options for the type of hearing to provide if requested by the employee.
- Repeated from CEA(LEGAL) is the requirement for a board to adopt a resolution declaring a FINANCIAL EXIGENCY. Also at this margin note is a provision explaining that the board can decide whether to use the independent hearing examiner process for terminations based on financial exigency.
- A provision from the federal WARN ACT clarifies that a school district is not subject to the Act's notice requirements for mass layoffs.

DFF (LOCAL) TERMINATION OF EMPLOYMENT REDUCTION IN FORCE

We have revised and moved local policy provisions addressing reduction in force due to financial exigency and program change to DFFA and DFFB, respectively.

Explanatory Notes

TASB Localized Policy Manual Update 92

DFFA (LOCAL) REDUCTION IN FORCE
FINANCIAL EXIGENCY

The local policy content addressing the process for a reduction in force (RIF), previously at DFF(LOCAL), has been split into two codes: DFFA(LOCAL), addressing RIFs based on a financial exigency, and DFFB(LOCAL), addressing RIFs based on a program change.

DFFA(LOCAL) focuses on available methods of reducing personnel costs and outlines the process for a RIF based on a financial exigency. Because of the extensive nature of the changes from text previously at DFF(LOCAL), we have included with Update 92 a separate "Update 92 Policy Revisions" document explaining the changes in detail.

DFFB (LOCAL) REDUCTION IN FORCE
PROGRAM CHANGE

DFFB(LOCAL) provides recommended text for a RIF based on a program change. See the "Update 92 Policy Revisions" document included with the update for a detailed explanation of the changes from text previously at DFF(LOCAL).

COMPENSATION AND BENEFITS
WAGE AND HOUR LAWS

DEA
(LEGAL)

FAIR LABOR
STANDARDS ACT

Unless an exemption applies, the District shall pay each of its employees not less than minimum wage for all hours worked. *29 U.S.C. 206(a)(1)*

MINIMUM WAGE
AND OVERTIME

Unless an exemption applies, the District shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of forty in any workweek. *29 U.S.C. 207(a)(1); 29 CFR pt. 778*

BREAKS FOR
NONEXEMPT
EMPLOYEES

Rest periods of up to 20 minutes must be counted as hours worked. Coffee breaks or time for snacks are rest periods, not meal periods. *29 CFR 785.18*

Bona fide meal periods of 30 minutes or more are not counted as hours worked if the employee is completely relieved from duty. The employee is not relieved from duty if the employee is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his or her desk is working while eating. It is not necessary that an employee be permitted to leave the premises if the employee is otherwise completely freed from duties during the meal period. *29 CFR 785.19*

BREAKS FOR
NURSING
MOTHERS

The District shall provide a nonexempt employee a reasonable break to express breast milk, each time the employee needs to express breast milk for her nursing child, for one year after the child's birth. The District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

The District is not required to compensate the employee receiving reasonable break time for any work time spent for such purpose.

A district that employs fewer than 50 employees is not subject to these requirements if the requirements would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the District.

29 U.S.C. 207(r)

COMPENSATORY
TIME

ACCRUAL

Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.

COMPENSATION AND BENEFITS
WAGE AND HOUR LAWS

DEA
(LEGAL)

An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.

PAYMENT FOR
ACCRUED TIME

Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time of payment. An employee who has accrued compensatory time off shall be paid for any unused compensatory time upon separation from employment at the rates set forth at 29 U.S.C. 207(o)(4).

USE

An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District.

The Fair Labor Standards Act does not prohibit the District from compelling the use of accrued compensatory time.

29 U.S.C. 207(o); Christensen v. Harris County, 529 U.S. 576 (2000); Houston Police Officers' Union v. City of Houston, 330 F.3d 298 (5th Cir. 2003)

EXEMPT
EMPLOYEES

The minimum wage and overtime provisions do not apply to any employee employed in a bona fide executive, administrative, or professional capacity. *29 U.S.C. 213(a)(1)*

ACADEMIC
ADMINISTRATORS

The term "employee employed in a bona fide administrative capacity" includes an employee:

1. Compensated for services on a salary or fee basis at a rate of not less than \$455 per week exclusive of board, lodging, or other facilities, or on a salary basis that is at least equal to the entrance salary for teachers in the District by which employed; and
2. Whose primary duty is performing administrative functions directly related to academic instruction or training in the District or department or subdivision thereof.

"Performing administrative functions directly related to academic instruction or training" means work related to the academic operations and functions in a school rather than to administration along the lines of general business operations. Such academic administrative functions include operations directly in the field of education. Jobs relating to areas outside the educational field are not within the definition of academic administration.

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Employees engaged in academic administrative functions include:

1. The Superintendent or other head of an elementary or secondary school system, and any assistants, responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program;
2. The principal and any vice principals responsible for the operation of an elementary or secondary school;
3. Academic counselors who perform work such as administering school testing programs, assisting students with academic problems and advising students concerning degree requirements; and
4. Other employees with similar responsibilities.

Jobs relating to building management and maintenance, jobs relating to the health of the students, and academic staff such as social workers, psychologists, lunch room managers, or dietitians do not perform academic administrative functions, although such employees may qualify for another exemption.

29 CFR 541.204

SALARY BASIS

To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis, unless the employee is a teacher. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the District did not intend to pay exempt employees on a salary basis. *29 CFR 541.600, .602(a), .603*

PARTIAL-DAY
DEDUCTIONS

A District employee who otherwise meets the salary basis requirements shall not be disqualified from exemption on the basis that the employee is paid according to a pay system established by statute, ordinance, or regulation, or by a policy or practice established pursuant to principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the employee's pay to be reduced or the employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one workday when accrued leave is not used by an employee because:

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1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

Deductions from the pay of a District employee for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

29 CFR 541.710

SAFE HARBOR
POLICY

If the District has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism, reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the District will not lose the deduction unless the District willfully violates the policy by continuing to make improper deductions after receiving employee complaints.

The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to employees upon hire, publishing the policy in an employee handbook, or publishing the policy on the District's intranet.

29 CFR 541.603(d)

TEACHERS

The term "employee employed in a bona fide professional capacity" includes any employee with a primary duty of teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and who is employed and engaged in this activity as a teacher in an elementary or secondary school system by which the employee is employed. The salary basis requirements do not apply to teaching professionals.

Exempt teachers include:

1. Regular academic teachers;
2. Teachers of kindergarten or nursery school pupils;
3. Teachers of gifted or disabled children;
4. Teachers of skilled and semi-skilled trades and occupations;
5. Teachers engaged in automobile driving instruction;
6. Home economics teachers; and

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7. Vocal or instrumental music instructors.

Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisors in such areas as drama, speech, debate, or journalism are engaged in teaching. Such activities are a recognized part of the schools' responsibility in contributing to the educational development of the student.

The possession of an elementary or secondary teacher's certificate provides a clear means of identifying the individuals contemplated as being within the scope of the exemption for teaching professionals. Teachers who possess a teaching certificate qualify for the exemption regardless of the terminology (e.g., permanent, conditional, standard, provisional, temporary, emergency, or unlimited) used by the state to refer to different kinds of certificates. However, a teacher who is not certified may be considered for exemption, provided that such individual is employed as a teacher by the employing school or school system.

29 CFR 541.303

WAGE AND HOUR
RECORDS

The District shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the Fair Labor Standards Act. *29 CFR 516.2(a)*

PAYDAY LAW
EXEMPTION

The Texas Payday Law does not apply to the state or a political subdivision. *Labor Code 61.003*

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MINIMUM SALARY SCHEDULE — EDUCATORS	The District shall pay each classroom teacher, full-time librarian, full-time counselor, or full-time nurse not less than the minimum monthly salary, based on the employee's level of experience, specified in Education Code 21.402 and 19 Administrative Code 153.1021.
DEFINITIONS	
'CLASSROOM TEACHER'	"Classroom teacher" means an educator who teaches an average of at least four hours per day in an academic or career and technology instructional setting, focusing on the delivery of the Texas Essential Knowledge and Skills, and who holds the relevant certificate from the State Board for Educator Certification (SBEC). Although noninstructional duties do not qualify as teaching, necessary functions related to the educator's instructional assignment, such as instructional planning and transition between instructional periods, should be applied to creditable classroom time.
'LIBRARIAN'	"Librarian" means an educator who provides full-time library services and holds the relevant certificate from SBEC.
'COUNSELOR'	"Counselor" means an educator who provides full-time counseling and guidance services and holds the relevant certificate from SBEC.
'NURSE'	"Nurse" means an educator employed to provide full-time nursing and health-care services and who meets all the requirements to practice as a registered nurse (RN) pursuant to the Nursing Practice Act and the rules and regulations relating to professional nurse education, licensure, and practice and has been issued a license to practice professional nursing in Texas.
'FULL-TIME'	"Full-time" means contracted employment for at least ten months (187 days) for 100 percent of the school day, in accordance with the definitions of school day in Education Code 25.082, employment contract in Education Code 21.002, and school year in Education Code 25.081. <i>19 TAC 153.1022(a)</i>
PLACEMENT ON SALARY SCHEDULE	The Commissioner's rules determine the experience for which a teacher, librarian, counselor, or nurse is to be given credit in placing the teacher, librarian, counselor, or nurse on the minimum salary schedule. The District shall credit the teacher, librarian, counselor, or nurse for each year of experience, whether or not the years are consecutive. <i>Education Code 21.402(a), .403(c); 19 TAC 153.1022</i>
EMPLOYEES FORMERLY ON CAREER LADDER	A teacher or librarian who received a career ladder supplement on August 31, 1993, is entitled to at least the same gross monthly salary the teacher or librarian received for the 1994–95 school year as long as the teacher or librarian is employed by the same district.

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In addition, a teacher or librarian who was on level two or three of the career ladder is entitled, as long as he or she is employed by the same district, to placement on the minimum salary schedule according to the guidelines at Education Code 21.403(d).

Education Code 21.402(f), .403(d)

PAY INCREASES

The District shall not grant any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part. *Tex. Const. Art. III, Sec. 53*

SALARY ADVANCES
AND LOANS

The District shall not lend its credit or gratuitously grant public money or things of value in aid of any individual, association, or corporation. *Tex. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Tex. Civ. App.—Houston [1st Dist.] 1976, no writ)*

DESIGNATION OF
COMPENSATION FOR
BENEFITS

An employee who is covered by a cafeteria plan or who is eligible to pay health-care premiums through a premium conversion plan may elect to designate a portion of the employee's compensation to be used as health-care supplementation. The amount designated may not exceed the amount permitted under federal law. *Education Code 22.103*

USE

An employee may use the compensation designated for health-care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health-care premiums through a premium conversion plan. *Education Code 22.106*

ANNUAL ELECTION

Each school year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health-care supplementation. The election must be made at the same time that the employee elects to participate in a cafeteria plan, if applicable. *Education Code 22.105*

DEFINITION

For purposes of the designation of compensation as health-care supplementation, "employee" means an active, contributing member of TRS who:

1. Is employed by the District;
2. Is not a retiree eligible for coverage under Insurance Code Chapter 1575 (retiree group health benefits);
3. Is not eligible for coverage by a group insurance plan under Insurance Code Chapter 1551 (state employee health insurance) or Chapter 1601 (state university employee health insurance); and

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4. Is not an individual performing personal services for the District as an independent contractor.

Education Code 22.101(2)

TRS CONTRIBUTIONS
FOR NEW HIRES

During each fiscal year, the District shall pay an amount equal to the state contribution rate, as established by the General Appropriations Act for the fiscal year, applied to the aggregate compensation of new members of the retirement system, during their first 90 days of employment.

“New member” means a person first employed on or after September 1, 2005, including a former member who withdrew retirement contributions under Government Code 822.003 and is reemployed on or after September 1, 2005.

On a monthly basis, the District shall:

1. Certify to TRS the total amount of salary paid during the first 90 days of employment of a new member and the total amount of employer payments under this section for the payroll periods; and
2. Retain information, as determined by TRS, sufficient to allow administration of this section, including information for each employee showing the applicable salary as well as aggregate compensation for the first 90 days of employment for new employees.

The District must remit the amount required under this section to TRS at the same time the District remits the member’s contribution. In computing the amount required to be remitted, the District shall include compensation paid to an employee for the entire pay period that contains the 90th calendar day of new employment.

Gov’t Code 825.4041

TRS SURCHARGE FOR
REHIRED RETIREES
TRS FUND
CONTRIBUTIONS

During each payroll period for which a retiree is reported, the District shall contribute to the retirement system for each retiree reported an amount based on the retiree’s salary equal to the sum of:

1. The current contribution amount that would be contributed by the retiree if the retiree were an active, contributing member; and
2. The current contribution amount authorized by the General Appropriations Act that the state would contribute for that retiree if the retiree were an active, contributing member.

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HEALTH INSURANCE CONTRIBUTIONS	In addition, each payroll period and for each rehired retiree who is enrolled in TRS Care (retiree group health insurance), the District shall contribute to the TRS Care trust fund any difference between the amount the retiree is required to pay for the retiree and any enrolled dependents to participate in the group program and the full cost of the retiree's and enrolled dependents' participation in the group program, as determined by TRS. If more than one employer reports the retiree to TRS during a month, the amount of the required payment shall be prorated among employers.
EXCEPTION	The District is not required to contribute these amounts for a retiree who retired from the retirement system before September 1, 2005. <i>Gov't Code 825.4092; Insurance Code 1575.204</i>
NOTICE REGARDING EARNED INCOME TAX CREDIT	Not later than March 1 of each year, the District shall provide employees with information regarding general eligibility requirements for the federal earned income tax credit by one of the following means: <ol style="list-style-type: none"><li data-bbox="560 926 760 951">1. In person;<li data-bbox="560 978 1393 1003">2. Electronically at the employee's last known e-mail address;<li data-bbox="560 1031 1422 1098">3. Through a flyer included, in writing or electronically, as a payroll stuffer; or<li data-bbox="560 1125 1357 1150">4. By first class mail to the employee's last known address. The District may not satisfy this requirement solely by posting information in the workplace. In addition, the District may provide employees with IRS publications and forms, or information prepared by the comptroller, relating to the earned income tax credit. <i>Labor Code 104.001-.003</i>
DECREASING PAY	The Commissioner has held that a district may reduce educator compensation if it gives sufficient warning of a possible reduction in pay when educators can still unilaterally resign from their contracts. A sufficient warning must be both formal enough and specific enough to give educators a meaningful opportunity to decide whether to continue employment with the District. <u><i>Brajenovich v. Alief Indep. Sch. Dist., Tex. Comm'r of Educ. Decision No. 021-R10-1106 (2009)</i></u>
WIDESPREAD SALARY REDUCTIONS	The following provisions apply only to a widespread reduction in the amount of annual salaries paid to classroom teachers in the District based primarily on District financial conditions rather than on teacher performance.

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For any school year in which the District has reduced the amount of the annual salaries paid to classroom teachers from the amount paid for the preceding school year, the District shall reduce the amount of the annual salary paid to each District administrator or other professional employee by a percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

Education Code 21.4023

The Board may not reduce salaries until the District has complied with the requirements at Education Code 21.4022 [see SALARY REDUCTION/FURLOUGH PROCESS, below]. *Education Code 21.4022*

FURLOUGH
PROGRAM

In accordance with District policy [see DFFA(LOCAL)], the Board may implement a furlough program and reduce the number of days of service otherwise required under Education Code 21.401 [see DC] by not more than six days of service during a school year if the Commissioner certifies that the District will be provided with less state and local funding for that year than was provided to the District for the 2010–11 school year. *Education Code 21.4021(a)*

The Board may not implement a furlough program until the District has complied with the requirements at Education Code 21.4022 [see SALARY REDUCTION/FURLOUGH PROCESS, below]. *Education Code 21.4022*

FUNDING LEVELS

Not later than July 1 of each year, the Commissioner shall determine whether the estimated amount of state and local funding per student in weighted average daily attendance to be provided to the District under the Foundation School Program for maintenance and operations for the following school year is less than the amount provided to the District for the 2010–11 school year. If the amount estimated to be provided is less, the Commissioner shall certify the percentage decrease in funding to be provided to the District. *Education Code 42.009*

SALARIES

Notwithstanding Education Code 21.402 (minimum salary schedule), the Board may reduce the salary of an employee who is furloughed in proportion to the number of days by which service is reduced. Any reduction in the amount of the annual salary must be equally distributed over the course of the employee's current contract with the District.

FURLOUGH DAYS

A furlough program must subject all contract personnel to the same number of furlough days. An educator may not be furloughed on a day that is included in the number of days of instruction required under Education Code 25.081 [see EB]. Implementation of a fur-

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	<p>lough program may not result in an increase in the number of required teacher workdays. An educator may not use personal, sick, or any other paid leave while the educator is on a furlough.</p>
CONTRACT RESIGNATION	<p>If the Board adopts a furlough program after the date by which a teacher must give notice of resignation from a probationary, term, or continuing contract [see DFE], an employee who subsequently resigns is not subject to sanctions imposed by SBEC.</p>
NO APPEAL	<p>A decision by the Board to implement a furlough program is final and may not be appealed and does not create a cause of action or require collective bargaining.</p> <p><i>Education Code 21.4021</i></p>
SALARY REDUCTION/ FURLOUGH PROCESS	<p>The Board may not implement a furlough program under Education Code 21.4021 or reduce salaries until the District has complied with the requirements below.</p>
EMPLOYEE INVOLVEMENT	<p>The District must use a process to develop a furlough program or other salary reduction proposal, as applicable, that:</p> <ol style="list-style-type: none">1. Includes the involvement of the District's professional staff; and2. Provides District employees with the opportunity to express opinions regarding the furlough program or salary reduction proposal, as applicable, at the public meeting described below.
PUBLIC MEETING	<p>The Board must hold a public meeting at which the Board and District administration present:</p> <ol style="list-style-type: none">1. Information regarding the options considered for managing the District's available resources, including consideration of a tax rate increase and use of the District's available fund balance;2. An explanation of how the District intends, through implementation of a furlough program or salary reductions, as applicable, to limit the number of District employees who will be discharged or whose contracts will not be renewed. Any explanation of a furlough program must state the specific number of furlough days proposed to be required; and3. Information regarding the local option residence homestead exemption. <p>The public and District employees must be provided with an opportunity to comment at the public meeting.</p> <p><i>Education Code 21.4022</i></p>

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BOARD AUTHORITY	<p>The Board is charged with the responsibility of governance of the District; governance includes the making of responsible choices in managing the finances and personnel of the District. <u>Stidham v. Anahuac Indep. Sch. Dist., Tex. Comm’r of Educ. Decision No. 205-R2-687 (1990)</u> (upholding reduction in force due to financial exigency)</p> <p>The District is always free to change its organizational structure as it seeks to increase its efficiency. <u>Wasserman v. Nederland Indep. Sch. Dist., Tex. Comm’r of Educ. Decision No. 171-R1-784 (1988)</u></p>
CONSIDERATION FOR OPEN POSITIONS	<p>The Commissioner has held that, when a position is eliminated due to a necessary reduction in force, the District must transfer the employee to a different position if the teacher meets the District’s objective criteria for that position. Objective criteria may include credentials, education, experience, applying for the position, and interviewing for the position. The District need not offer a position to a teacher who refuses to apply and interview for an open position. <u>Amerson v. Houston Indep. Sch. Dist., Tex. Comm’r of Educ. Decision No. 022-R2-1202 (2003)</u></p>
PROBATIONARY CONTRACT	<p>A probationary contract employee may be discharged at any time for good cause as determined by the Board. If the employee is protesting proposed action to terminate a probationary contract before the end of the contract period on the basis of a financial exigency declared under Education Code 44.011 [see CEA], the employee is entitled to a hearing in the manner provided under Education Code 21.207 for nonrenewal of a term contract [see DFBB] or a hearing under Education Code Chapter 21, Subchapter F (hearings before independent hearing examiner) [see DFD], as determined by the Board. <i>Education Code 21.104(a), .1041, .159</i></p> <p>The Board may terminate a probationary contract at the end of the contract period if in the Board’s judgment such termination will serve the best interests of the District. <i>Education Code 21.103(a)</i></p>
TERM CONTRACT	<p>The Board may terminate a term contract and discharge a term contract employee at any time due to a financial exigency that requires a reduction in personnel. <i>Education Code 21.211(a)</i></p> <p>An employee who is protesting proposed action to terminate a term contract at any time on the basis of a financial exigency declared under Education Code 44.011 [see CEA] that requires a reduction in personnel must notify the Board in writing not later than the tenth day after the date the employee receives notice of the proposed action. The employee is entitled to a hearing in the manner provided under Education Code 21.207 for nonrenewal of a term contract [see DFBB] or a hearing under Education Code Chapter 21,</p>

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	<p>Subchapter F (hearings before independent hearing examiner) [see DFD], as determined by the Board. <i>Education Code 21.159</i></p>
CONTINUING CONTRACT	<p>An employee employed under a continuing contract may be discharged at any time for good cause as determined by the Board. <i>Education Code 21.156</i></p> <p>Continuing contract employees may be released from employment by the District at the end of a school year because of a necessary reduction of personnel. A necessary reduction of personnel shall be made primarily based upon teacher appraisals administered under Education Code 21.352 in the specific teaching fields and other criteria as determined by the Board. <i>Education Code 21.157</i></p> <p>A hearing of a proposed action based on a declaration of financial exigency shall be conducted in the manner provided under Education Code 21.207 for nonrenewal of a term contract [see DFBB] or in the manner provided under Education Code Chapter 21, Subchapter F (hearings before independent hearing examiner) [see DFD], as determined by the Board. <i>Education Code 21.1041, .159</i></p>
FINANCIAL EXIGENCY	<p>The Board may adopt a resolution declaring a financial exigency for the District. <i>Education Code 44.011</i> [See CEA]</p>
HEARING EXAMINER	<p>The independent hearing examiner process does not apply to a decision to terminate a probationary or term contract before the end of the contract period or terminate a continuing contract at any time, based on a financial exigency declared under Education Code 44.011 [see CEA] that requires a reduction in personnel, unless the Board has decided to use this hearing process. <i>Education Code 21.251</i></p>
WARN ACT	<p>Local governments are not covered by the federal Worker Adjustment and Retraining Notification Act (WARN Act) (plant closings and mass layoffs). <i>20 C.F.R. 639.3(a)(ii)</i></p>

REDUCTION IN FORCE
FINANCIAL EXIGENCY

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PLAN TO REDUCE
PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEAB]
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEAB]
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below]
- Reductions in force of contract personnel due to program change [see DFFB]
- Other means of reducing personnel costs

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY
APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

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2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

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2. Applied on a Districtwide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal, whether completed by the District or by a previous district; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

SUPERINTENDENT
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

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BOARD VOTE	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].</p>
NOTICE	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none">1. The proposed action, as applicable;2. A statement of the reason for the proposed action; and3. Notice that the employee is entitled to a hearing of the type determined by the Board.
CONSIDERATION FOR AVAILABLE POSITIONS	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.
HEARING REQUEST NONRENEWAL: TERM CONTRACT	<p>An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.</p>
DISCHARGE: CHAPTER 21 CONTRACT	<p>An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.</p>

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DISCHARGE: NON- CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.
FINAL ACTION HEARING REQUESTED	If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.
NO HEARING REQUESTED	If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

GENERAL GROUNDS A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

EMPLOYMENT AREAS When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal, whether completed by the District or by a previous district; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT
RECOMMENDATION

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

BOARD VOTE

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

CONSIDERATION FOR
AVAILABLE POSITIONS

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

FINAL ACTION
HEARING
REQUESTED

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

NO HEARING
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

Concussion Oversight Team Members

Dr. Heather Hammond (family medicine/ sports medicine)

Diana Salter LAT

Tommi Seedorf ATC, LAT

2012

August						
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September						
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October						
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November						
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December							
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16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31	days in 9 week period					

January						
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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		

Lago Vista ISD

2012-2013 Calendar

First possible day of school.. Aug 27, 2012

Last day, First Semester

First Day, Second Semester

Last day of school.....

Holidays

Labor Day September 3

Columbus Day October 8

Thanksgiving..... Nov. 22

Winter Break.....Dec. 25

MLKJanuary 21

Presidents DayFebruary 18

Spring BreakUT proposed March 11-15

Good FridayMarch 29

Memorial DayMay 27

Bad Weather Makeup Day

Bad Weather Makeup Day

Teacher Professional Development/

Student Holiday

State Testing

(TAKS/STAAR Dates*)

October 19-25 TAKS Exit

Nov. 12-16 STAAR English I-III

Dec. 3-14 STAAR EOC Window

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March 4-7 TAKS Exit

March 18-April 10 TELPAS Window

April 1-5 STAAR English I-III, Grades

4,5, 7 and 8

April 22-26 STAAR Grades 3-8

May 6-17 STAAR EOC Window

June 25-26 STAAR GRADES 5 & 8 retest

July 8-19 STAAR EOC retest

Calendar Key


[- Start of Nine Weeks

] - End of Nine Weeks

 - Early Release Day

 Holidays

 State Assessment

 Teacher Workday/Student Holiday

 Bad Weather Makeup Day

Student days - 180

Professional development days - 7

Contract days - 187

1st semester days -

2nd semester days -

2013

February						
				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		

March						
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24	25	26	27	28	29	30

April						
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21	22	23	24	25	26	27
28	29	30				

May						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
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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

July						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27



2012

August						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	[27	28	29	30	31	

September						
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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

October						
	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	38 days in 9 wk		

November						
			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	1

December						
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	38 days in 9 week period				

January						
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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		

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 Columbus Day October 8
 Thanksgiving..... Nov. 22
 Winter Break.....Dec. 25
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Holidays

State Assessment

Teacher Workday/Student Holiday

Bad Weather Makeup Day

Student days - 180
 Professional development days - 7
 Contract days - 187
 1st semester days - 76
 2nd semester days - 104

2013

February						
				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		

March						
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10	11	12	13	14	15	16
17	[18	19	20	21	22	23
24	25	26	27	28	29	30

46 days in 9 week period

April						
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30				

May						
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26	27	28	29	30	31	

June						
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9	10	11]	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

58 days in 9 week period

July						
	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



2012

August						
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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September						
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23	24	25	26	27	28	29

October						
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14	15	16	17	18	19]	20
21	[22	23	24	25	26	27
28	29	30	31	40 days in 9 wk		

November						
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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December						
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30	31	43 days in 9 week period				

January						
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20	21	22	23	24	25	26
27	28	29	30	31		

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Professional development days - 7

Contract days - 187

1st semester days - 83

2nd semester days -

2013

February						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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42 days in 9 week period

March						
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April						
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55 days in 9 week period

June						
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July						
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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 12, 2011, in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

Members Present:

Laura Vincent, President
Jerrell Roque
Mark Abbott
Tom Rugel
David Scott
David Baker
Stacy Eleuterius

Members Absent:

None

Also Present:

Matt Underwood, Superintendent
Henri Gearing, Asst. Superintendent & Director of Finance

1. *Determination of quorum, call to order, pledges of allegiance*

Laura Vincent called the meeting to order at 6:01pm and led the Pledge of Allegiance and the Pledge to the Texas flag.

2. *Recognition of visitors/Public participation/Student Recognition*

Mr. Underwood recognized 2 students for their winning essays in the Pedernales Electric's 2012 Youth Tour essay contest— Jameson Pitts and Dione Cantera both will travel to Washington, DC in the summer 2012, tour historic sites and meet local political representatives. There were about 600 essays entered into the contest (LVHS students Bailey Brown and Caroline Bricker will serve as alternates in the event one of the winners cannot attend)

Mr. Underwood also recognized the Varsity Football team for their District and Area Championship titles and noted individual athletic accomplishments for the 2011 football season.

3. *AEIS Public Hearing 2010-2011*

Mr. Underwood went over some of the district highlights
Adjourned Public hearing at 6:30pm
Went into regular meeting immediately

4. *Consider and approve Resolution to Change Uniform Election Day for School Trustee Elections to the November Uniform Election Day*

Mr. Underwood went over a few pros and cons to changing to a November uniform election

date. Pros – it would save us money because we could have joint election with city and share the cost. Mr. Underwood’s main concern is that it may politicize the Trustee election—but recommended to move to a November election and also extend all current board members terms by six months (to next November election)

David Scott moved to approve the recommendation to move to a uniform November election and extend current terms for members for 6 months (from May to November).

Jerrell Roque seconded

Motion carried 6-1 (David Baker voting “Nay”)

5. *Certification of Investment Training for District Investment Officer*

David Scott motioned to approve Matt Underwood as the District Investment Officer

Mark Abbott seconded

Motion carried 7-0

6. *Program Manager Contract Approval for the LVISD 2011 Bond Program*

Robert Gadbois of OBR spoke briefly about continuing to help the district with the LVISD bond as a program manager. (Proposed contract included in board packet)

Mark Abbott – questioned the per diem and mileage charges included in contract. RG noted with the cost of gasoline, having someone on site everyday that would be reimbursed at standard government rate. Thought it would be from “\$300 to 6 or 700” vehicle costs per month. Made some suggestions for cutting some of the costs such as monthly reports in a digital format (eliminating cost of producing)

Abbott also noted the contract mentions facilitating move in but doesn’t specifically say anything. RG says the company will work with us to get us moved in and feeling good about it. Tom Rugel – asked why the company that manages the program mgmt aspect is different from OBR. Gadbois explained that *Professional Resources Group* is operating under the OBR umbrella. Price in contract was cut about \$50K. Mr. Rugel questioned item 2.3 (additional services) – concerned that the district would be billed for services that should be included. RG explained that this is standard contract and offered to remove that item from contract. Rugel had a few more questions about contractual items...but thought they could be addressed during the construction delivery methods.

Mr. Underwood mentioned the lengthy design process in timeline– wondering if and when we go out for bids, the economy will be the same.

Tom Rugel moved that we approve the Program Manager Contract with PRG

Jerrell Roque seconded

Motion carried 7-0

7. *Designation of Construction Delivery Method for New High School*

4 basic methods Competitive Bidding; Competitive Sealed Proposals ; Construction Mgr Agent ; Construction Mgr at Risk

Mr. Gadbois recommends “Construction Manager at Risk” (sheet with 4 different options included in board binder)

The board agreed there would be a committee of board members to choose General Contractor. Members will be Tom Rugel, Stacy Eleuterius and Mark Abbott

David Scott moved that we accept “Construction Manager at Risk” as the construction delivery

method

Jerrell Roque seconded

Motion carried 7-0

8. *Approval of District Financial Advisor*

Dustin Traylor (Dusty) of RBC Markets spoke. RBC is currently set up to sell \$10million in bonds by Dec 22. Bank qualified bonds (virtually tax exempt); must be closed by Dec 29th

Traylor's recommendation is to press hard to get the \$10mil knocked out and be ready in January to do the rest or partial based on the market.

Mr. Underwood recommends that we continue with Dusty and RBC

Mark Abbott motions to continue working with RBC

David Baker seconded

Motion carried 7-0

The board took a break. After a 5 minute break, the board reconvened.

9. *Monthly Financial Report*

Ms. Gearing gave her monthly financial report. Collections are picking up; interest rates are down;

Bond money – \$10mil coming in before the end of the year so we created a new function/acct in order to keep bond money separate. New acct at Pool and new bank acct.

She noted that last month, someone asked about Little Vikings – currently Revenue is \$35,105, Expenditures are \$21,205 – feels we are looking good.

David Scott moved to approve monthly financial report

Stacy Eleuterius seconded

Motion carried 7-0

10. *Minutes from previous meeting*

Jerrell Roque moved to approve the minutes as presented

Tom Rugel seconded

Motion carried 7-0

11. *Superintendents Report*

a. Sup Evaluation – next month board will do evaluation – would rather wait until goals are in place (February mtg will set goals); recommends you use the one used before

b. Board Evaluation – same as last year

c. Board Training on Jan. 18th

12. *Closed/Executive Session – at 8:17pm the board went into closed session*

13. *Reconvene from Closed Session: Recommendation regarding the hiring of personnel*

The board reconvened into open session at 8:41pm

Mr. Underwood recommended we offer Probationary Dual Contracts to Diane Bode and Charles Bode.

Tom Rugel made a motion to approve Probationary Dual Contracts for Diane Bode and Charles Bode

David Baker seconded

Motion carried 7-0

14. Discussion and Consideration of Special Meeting on December 22, 2011

Mr. Underwood discussed the change in time for the Dec 22 meeting due to the markets - needs to be moved back to 5 or 6pm; after some discussion, all agreed to meet Dec. 22 at 6pm.

15. Adjourn

There being no more business, the meeting adjourned at 8:42pm

Board President

Dec-12

33.33%

11-12

Current Year

REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET
57xx	LOCAL TAX REVENUES	\$ 11,873,559	\$ 4,203,108	\$ 7,670,451	35.40%
58XX	STATE PROG. REVENUES	\$ 4,408,614	\$ 2,727,432	\$ 1,681,182	61.87%
TOTAL REVENUE		\$ 16,282,173	\$ 6,930,540	\$ 9,351,633	42.57%

EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET
11	INSTRUCTION	\$ 6,126,018	\$ 1,953,326	\$ 4,172,692	31.89%
12	LIBRARY	\$ 157,113	\$ 47,470	\$ 109,643	30.21%
13	STAFF DEVELOPMENT	\$ 26,125	\$ 6,299	\$ 19,826	24.11%
21	INST. ADMINISTRATION	\$ 186,890	\$ 66,629	\$ 120,261	35.65%
23	SCHOOL ADMINISTRATION	\$ 695,521	\$ 222,378	\$ 473,143	31.97%
31	GUID AND COUNSELING	\$ 343,692	\$ 111,735	\$ 231,957	32.51%
33	HEALTH SERVICES	\$ 75,156	\$ 20,026	\$ 55,130	26.65%
34	PUPIL TRANSP - REGULAR	\$ 325,150	\$ 107,570	\$ 217,580	33.08%
36	CO-CURRICULAR ACT	\$ 565,128	\$ 196,913	\$ 368,215	34.84%
41	GEN ADMINISTRATION	\$ 518,196	\$ 159,417	\$ 358,779	30.76%
51	PLANT MAINT & OPERATION	\$ 1,079,509	\$ 332,781	\$ 746,728	30.83%
52	SECURITY	\$ 10,000	\$ 2,530	\$ 7,470	25.30%
53	DATA PROCESSING	\$ 243,625	\$ 81,586	\$ 162,039	33.49%
61	COMMUNITY SERVICE	\$ 21,867	\$ 1,387	\$ 20,480	6.34%
71	DEBT SERVICE	\$ 155,000	\$ 154,002	\$ 998	99.36%
81	CONSTRUCTION	\$ 55,000	\$ -	\$ 55,000	0.00%
91	STUDENT ATTENDANCE CR	\$ 5,545,000	\$ -	\$ 5,545,000	0.00%
99	TRAVIS COUNTY APP	\$ 90,000	\$ 36,429	\$ 53,571	40.48%
0	Transfer Out	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 16,218,990	\$ 3,500,480	\$ 12,718,510	21.58%

One time contract fees

1 time/yr bus payment

Dec-11

33.33%

10-11

Prior Year

REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET
5710	LOCAL TAX REVENUES	\$ 11,695,899	\$ 5,046,646	\$ 6,649,253	43.15%
57XX	OTHER LOCAL REVENUES	\$ 513,701	\$ 236,846	\$ 276,855	46.11%
58XX	STATE PROG. REVENUES	\$ 4,156,198	\$ 2,043,438	\$ 2,112,760	49.17%
7xxx	OTHER LOCAL REVENUES	\$ -	\$ -	\$ -	
TOTAL REVENUE		\$ 16,365,798	\$ 7,326,930	\$ 9,038,868	44.77%

EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	Variance
11	INSTRUCTION	\$ 6,428,456	\$ 2,166,960	\$ 4,261,496	33.71%	-1.82%
12	LIBRARY	\$ 190,626	\$ 68,436	\$ 122,190	35.90%	-5.69%
13	STAFF DEVELOPMENT	\$ 53,100	\$ 13,755	\$ 39,345	25.90%	-1.79%
21	INST. ADMINISTRATION	\$ 111,678	\$ 35,470	\$ 76,208	31.76%	3.89%
23	SCHOOL ADMINISTRATION	\$ 801,868	\$ 266,227	\$ 535,641	33.20%	-1.23%
31	GUID AND COUNSELING	\$ 323,647	\$ 108,165	\$ 215,482	33.42%	-0.91%
33	HEALTH SERVICES	\$ 116,684	\$ 39,211	\$ 77,473	33.60%	-6.96%
34	PUPIL TRANSP - REGULAR	\$ 459,002	\$ 255,806	\$ 203,196	55.73%	-22.65%
36	CO-CURRICULAR ACT	\$ 566,538	\$ 186,380	\$ 380,158	32.90%	1.95%
41	GEN ADMINISTRATION	\$ 533,305	\$ 174,698	\$ 358,607	32.76%	-1.99%
51	PLANT MAINT & OPERATION	\$ 1,175,530	\$ 379,570	\$ 795,960	32.29%	-1.46%
52	SECURITY	\$ 15,000	\$ 656	\$ 14,344	4.37%	20.92%
53	DATA PROCESSING	\$ 197,840	\$ 53,203	\$ 144,637	26.89%	6.60%
61	COMMUNITY SERVICE	\$ 21,024	\$ 7,197	\$ 13,827	34.23%	-27.89%
81	CONSTRUCTION	\$ -	\$ -	\$ -		
91	STUDENT ATTENDANCE CR	\$ 5,264,500	\$ -	\$ 5,264,500	0.00%	0.00%
99	TRAVIS COUNTY APP	\$ 87,000	\$ 40,817	\$ 46,183	46.92%	-6.44%
0	TRANSFER OUT	\$ 20,000	\$ -	\$ 20,000	0.00%	
TOTAL EXPENDITURES		\$ 16,365,798	\$ 3,796,551	\$ 12,569,247	23.20%	-1.62%

BANK STATEMENTS/INVESTMENTS												
12-Nov	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 188,426.74	\$ 250,392.39	\$ 161,445.49	\$ 284,520.23								
Cap Proj	\$ 19,281.96	\$ 19,282.78	\$ 19,283.57	\$ 19,284.36								
CD's SSB	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00								
Lonestar M & O	\$ 3,369,170.86	\$ 3,670,510.54	\$ 3,802,657.95	\$ 6,083,781.98								
Lonestar I&S	\$ 610,062.85	\$ 625,463.15	\$ 730,636.05	\$ 1,189,028.46								
Lonestar Constr	\$ 200,975.60	\$ 201,014.91	\$ 201,056.18	\$ 201,056.18								
Construction 2012				\$ 9,850,595.43	New Account							
TOTAL	\$ 7,387,918.01	\$ 7,766,663.77	\$ 7,915,079.24	\$ 20,628,266.64								
Difference	\$ 939,301.61	\$ 378,745.76	\$ 148,415.47	\$ 12,713,187.40								
INTEREST EARNED												
General	\$ 13.13	\$ 13.78	\$ 9.14	\$ 12.21								
CD'Ss SSB			\$ 756.17									
Lonestar M & O	\$ 420.07	\$ 629.19	\$ 768.81	\$ 1,061.10								
Lonestar I&S	\$ 96.37	\$ 120.39	\$ 139.02	\$ 215.46								
Lonestar Constr	\$ 31.94	\$ 39.31	\$ 41.27	\$ 47.76								
Construction 2012				\$ 251.73	New Account							
TOTAL INTEREST	\$ 561.51	\$ 802.67	\$ 1,714.41	\$ 1,588.26								
Cumulative		\$ 1,364.18	\$ 3,078.59	\$ 4,666.85								
10-11	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 51,062.82	\$ 51,988.34	\$ 49,752.85	\$ 49,767.76	\$ 75,933.14	\$ 49,785.06	\$ 49,751.51	\$ 49,741.08	\$ 49,736.94	\$ 49,800.04	\$ 49,842.82	\$ 49,850.65
Gen Sweep	\$ 148,555.52	\$ 146,942.65	\$ 194,542.58	\$ 144,273.38	\$ 166,400.67	\$ 163,399.53	\$ 185,171.08	\$ 164,377.77	\$ 31,766.87	\$ 127,539.48	\$ 44,466.35	\$ 66,032.25
Cap Proj Sweep	\$ 49,790.27	\$ 49,821.31	\$ 49,831.89	\$ 49,842.47	\$ 49,852.37	\$ 49,861.93	\$ 49,873.20	\$ 49,883.45	\$ 49,893.02	\$ 49,904.30	\$ 49,914.55	\$ 49,925.55
I & S	\$ 234.93	\$ 243.97	\$ 235.01	\$ 235.05	\$ 235.09	\$ 235.09	\$ 235.18	\$ 235.21	\$ 535.29	\$ 235.34	\$ 235.38	\$ 235.42
CD's SSB									\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Lonestar M & O	\$ 5,007,337.26	\$ 5,251,140.28	\$ 4,683,080.90	\$ 7,575,656.72	\$ 12,150,738.36	\$ 13,420,412.75	\$ 12,345,549.63	\$ 11,095,682.35	\$ 6,516,574.62	\$ 4,862,639.77	\$ 3,361,806.30	\$ 2,484,472.11
Lonestar I&S	\$ 589,241.65	\$ 635,861.38	\$ 710,530.33	\$ 1,212,533.44	\$ 2,151,622.89	\$ 2,085,177.69	\$ 2,136,184.06	\$ 2,189,218.15	\$ 2,198,510.59	\$ 2,199,044.59	\$ 2,211,358.22	\$ 597,622.88
Lonestar Constr	\$ 199,995.85	\$ 200,046.34	\$ 200,089.48	\$ 200,132.64	\$ 200,168.77	\$ 200,200.50	\$ 200,200.50	\$ 200,275.23	\$ 200,315.31	\$ 200,360.17	\$ 200,416.23	\$ 200,477.54
TOTAL	\$ 6,046,218.30	\$ 6,336,044.27	\$ 5,888,063.04	\$ 9,232,441.46	\$ 14,794,951.29	\$ 15,969,072.55	\$ 14,966,965.16	\$ 13,749,413.24	\$ 12,047,332.64	\$ 10,489,523.69	\$ 8,918,039.85	\$ 6,448,616.40
Difference		\$ 289,825.97	\$ (447,981.23)	\$ 3,344,378.42	\$ 5,562,509.83	\$ 1,174,121.26	\$ (1,002,107.39)	\$ (1,217,551.92)	\$ (1,702,080.60)	\$ (1,557,808.95)	\$ (1,571,483.84)	\$ (2,469,423.45)
INTEREST EARNED												
General	\$ 7.88	\$ 8.40	\$ 8.69	\$ 8.61	\$ 8.07	\$ 8.44	\$ 9.25	\$ 8.22	\$ 7.67	\$ 7.49	\$ 8.22	\$ 8.78
Gen Sweep	\$ 29.10	\$ 45.38	\$ 52.88	\$ 54.79	\$ 47.29	\$ 36.05	\$ 34.25	\$ 27.85	\$ 124.57	\$ 36.39	\$ 20.21	\$ 10.94
Cap Proj Sweep	\$ 10.23	\$ 10.24	\$ 10.58	\$ 10.58	\$ 9.90	\$ 9.56	\$ 11.27	\$ 10.25	\$ 9.57	\$ 11.28	\$ 10.25	\$ 13.10
I & S	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.08	\$ 0.05	\$ 0.04	\$ 0.04
CD'Ss SSB												\$ 1,638.35
Lonestar M & O	\$ 1,373.45	\$ 1,235.94	\$ 1,080.15	\$ 1,140.36	\$ 1,922.44	\$ 2,188.99	\$ 1,043.53	\$ 2,250.22	\$ 1,654.18	\$ 1,278.48	\$ 1,150.23	\$ 854.13
Lonestar I&S	\$ 165.25	\$ 154.38	\$ 145.71	\$ 186.31	\$ 307.25	\$ 360.55	\$ 389.99	\$ 409.72	\$ 439.58	\$ 492.35	\$ 616.73	\$ 368.59
Lonestar Constr	\$ 56.47	\$ 50.49	\$ 43.14	\$ 43.16	\$ 36.13	\$ 31.73	\$ 36.89	\$ 37.84	\$ 40.08	\$ 44.86	\$ 56.06	\$ 61.31
TOTAL INTEREST	\$ 1,642.42	\$ 1,504.87	\$ 1,341.19	\$ 1,443.85	\$ 2,331.12	\$ 2,635.36	\$ 1,525.22	\$ 2,744.14	\$ 2,275.73	\$ 1,870.90	\$ 1,861.74	\$ 2,955.24
Cumulative		\$ 3,147.29	\$ 4,488.48	\$ 5,932.33	\$ 8,263.45	\$ 10,898.81	\$ 12,424.03	\$ 15,168.17	\$ 17,443.90	\$ 19,314.80	\$ 21,176.54	\$ 24,131.78

Monthly Tax Collection Calculations					
For the Month of December 31, 2011					
I&S Ratio	0.118644068				
M&O Ratio	0.881355932				
Date(s)	<u>Amount Collected</u>	<u>M&O</u>	<u>Actual %</u>	<u>I&S</u>	<u>Actual %</u>
12/1/2011	\$ 109,327.43	\$ 96,356.38	88.14%	\$ 12,971.05	11.86%
12/2/2011	\$ 19,973.05	\$ 17,603.37	88.14%	\$ 2,369.68	11.86%
12/5/2011	\$ 79,529.05	\$ 70,093.40	88.14%	\$ 9,435.65	11.86%
12/6/2011	\$ 44,392.07	\$ 39,125.21	88.14%	\$ 5,266.86	11.86%
12/7/2011	\$ 72,278.85	\$ 63,703.39	88.14%	\$ 8,575.46	11.86%
12/8/2011	\$ 117,911.80	\$ 103,922.26	88.14%	\$ 13,989.54	11.86%
12/9/2011	\$ 37,291.90	\$ 32,867.44	88.14%	\$ 4,424.46	11.86%
12/12/2011	\$ 102,668.54	\$ 90,487.53	88.14%	\$ 12,181.01	11.86%
12/13/2011	\$ 54,821.62	\$ 48,317.36	88.14%	\$ 6,504.26	11.86%
12/14/2011	\$ 113,194.51	\$ 99,764.65	88.14%	\$ 13,429.86	11.86%
12/15/2011	\$ 219,486.36	\$ 193,445.61	88.14%	\$ 26,040.75	11.86%
12/16/2011	\$ 81,426.21	\$ 71,765.47	88.14%	\$ 9,660.74	11.86%
12/19/2011	\$ 198,261.43	\$ 174,738.89	88.14%	\$ 23,522.54	11.86%
12/20/2011	\$ 711,009.56	\$ 626,652.49	88.14%	\$ 84,357.07	11.86%
12/21/2011	\$ 153,462.47	\$ 135,255.06	88.14%	\$ 18,207.41	11.86%
12/22/2011	\$ 328,127.88	\$ 289,197.45	88.14%	\$ 38,930.43	11.86%
12/23/2011	\$ 176,242.37	\$ 155,332.26	88.14%	\$ 20,910.11	11.86%
12/28/2011	\$ 262,243.11	\$ 231,129.52	88.14%	\$ 31,113.59	11.86%
12/29/2011	\$ 211,936.08	\$ 186,791.12	88.14%	\$ 25,144.96	11.86%
12/30/2011	\$ 534,701.49	\$ 471,262.33	88.14%	\$ 63,439.16	11.86%
Totals	\$ 3,628,285.78	\$ 3,197,811.19	88.14%	\$ 430,474.59	11.86%
	5711	5712	5719		
	Current Year	Prior Year	Pen & Int	Totals	
I&S	426,471.88	3,305.85	696.86	430,474.59	
M&O	3,168,076.82	24,557.78	5,176.59	3,197,811.19	
Totals	\$ 3,594,548.70	\$ 27,863.63	\$ 5,873.45	\$ 3,628,285.78	
Total M&O	\$ 3,192,634.60				
Total I&S	\$ 429,777.73				
(less P&I)					
Yearly M&O	\$ 4,070,368.87				
Yearly I&S	\$ 547,934.27				
(less P&I)					
Total	\$ 4,618,303.14				

Fund 199 / 2 GENERAL FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	11,798,858.00	-3,197,811.19	-4,153,825.12	7,645,032.88	35.21%
5730 - TUITION & FEES FROM PATRONS	2,000.00	.00	.00	2,000.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	45,101.00	-1,073.31	-28,957.09	16,143.91	64.20%
5750 - ATHLETIC ACTIIVTY REVENUE	27,500.00	-896.00	-20,325.85	7,174.15	73.91%
5760 - OTHER REV FM LOCAL SOURCE	100.00	.00	.00	100.00	.00%
Total REVENUE-LOCAL & INTERMED	11,873,559.00	-3,199,780.50	-4,203,108.06	7,670,450.94	35.40%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	4,026,581.00	-39,214.00	-2,607,723.00	1,418,858.00	64.76%
5830 - TRS ON-BEHALF	382,033.00	-30,241.21	-119,708.61	262,324.39	31.33%
Total STATE PROGRAM REVENUES	4,408,614.00	-69,455.21	-2,727,431.61	1,681,182.39	61.87%
Total Revenue Local-State-Federal	16,282,173.00	-3,269,235.71	-6,930,539.67	9,351,633.33	42.57%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-5,802,303.00	.00	1,893,157.22	476,708.04	-3,909,145.78	32.63%
6200 - PURCHASE & CONTRACTED SVS	-131,650.00	1,126.00	35,725.38	5,638.67	-94,798.62	27.14%
6300 - SUPPLIES AND MATERIALS	-164,590.00	8,920.00	21,406.65	3,642.49	-134,263.35	13.01%
6400 - OTHER OPERATING EXPENSES	-20,475.00	131.60	3,037.18	537.34	-17,306.22	14.83%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-7,000.00	.00	.00	.00	-7,000.00	-0.00%
Total Function11 INSTRUCTION	-6,126,018.00	10,177.60	1,953,326.43	486,526.54	-4,162,513.97	31.89%
12 - LIBRARY						
6100 - PAYROLL COSTS	-124,033.00	.00	38,998.64	9,600.56	-85,034.36	31.44%
6200 - PURCHASE & CONTRACTED SVS	-6,300.00	1,278.08	475.41	475.41	-4,546.51	7.55%
6300 - SUPPLIES AND MATERIALS	-25,500.00	84.33	7,995.83	728.16	-17,419.84	31.36%
6400 - OTHER OPERATING EXPENSES	-1,280.00	.00	.00	.00	-1,280.00	-0.00%
Total Function12 LIBRARY	-157,113.00	1,362.41	47,469.88	10,804.13	-108,280.71	30.21%
13 - CURRICULUM						
6200 - PURCHASE & CONTRACTED SVS	-10,000.00	4,300.00	3,740.00	3,500.00	-1,960.00	37.40%
6300 - SUPPLIES AND MATERIALS	-3,250.00	.00	396.00	.00	-2,854.00	12.18%
6400 - OTHER OPERATING EXPENSES	-12,875.00	525.00	2,163.04	805.00	-10,186.96	16.80%
Total Function13 CURRICULUM	-26,125.00	4,825.00	6,299.04	4,305.00	-15,000.96	24.11%
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-171,290.00	.00	56,252.50	13,797.92	-115,037.50	32.84%
6200 - PURCHASE & CONTRACTED SVS	-1,600.00	.00	.00	.00	-1,600.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-12,000.00	.00	10,012.40	.00	-1,987.60	83.44%
6400 - OTHER OPERATING EXPENSES	-2,000.00	305.00	364.23	195.00	-1,330.77	18.21%
Total Function21 INSTRUCTIONAL	-186,890.00	305.00	66,629.13	13,992.92	-119,955.87	35.65%
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-679,366.00	.00	220,004.53	54,422.23	-459,361.47	32.38%
6200 - PURCHASE & CONTRACTED SVS	-625.00	.00	.00	.00	-625.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-8,625.00	328.11	153.79	.00	-8,143.10	1.78%
6400 - OTHER OPERATING EXPENSES	-6,905.00	70.00	2,219.73	1,511.67	-4,615.27	32.15%
Total Function23 CAMPUS ADMINISTRATION	-695,521.00	398.11	222,378.05	55,933.90	-472,744.84	31.97%
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-320,642.00	.00	110,244.05	26,771.69	-210,397.95	34.38%
6200 - PURCHASE & CONTRACTED SVS	-8,250.00	.00	500.00	.00	-7,750.00	6.06%
6300 - SUPPLIES AND MATERIALS	-8,625.00	.00	991.26	.00	-7,633.74	11.49%
6400 - OTHER OPERATING EXPENSES	-6,175.00	190.00	.00	.00	-5,985.00	-0.00%
Total Function31 GUIDANCE AND	-343,692.00	190.00	111,735.31	26,771.69	-231,766.69	32.51%
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-72,406.00	.00	19,950.84	4,895.01	-52,455.16	27.55%
6300 - SUPPLIES AND MATERIALS	-2,500.00	285.42	.00	.00	-2,214.58	-0.00%
6400 - OTHER OPERATING EXPENSES	-250.00	.00	75.00	.00	-175.00	30.00%
Total Function33 HEALTH SERVICES	-75,156.00	285.42	20,025.84	4,895.01	-54,844.74	26.65%
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE & CONTRACTED SVS	-265,000.00	.00	82,809.95	24,596.48	-182,190.05	31.25%
6300 - SUPPLIES AND MATERIALS	-60,000.00	1,828.15	24,739.95	4,057.60	-33,431.90	41.23%
6400 - OTHER OPERATING EXPENSES	-150.00	.00	20.30	.00	-129.70	13.53%
6600 - CPTL OUTLY LAND BLDG & EQUIP	.00	.00	.00	.00	.00	.00%
Total Function34 PUPIL TRANSPORTATION-	-325,150.00	1,828.15	107,570.20	28,654.08	-215,751.65	33.08%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-234,773.00	.00	84,792.03	27,570.00	-149,980.97	36.12%
6200 - PURCHASE & CONTRACTED SVS	-86,200.00	.00	20,650.86	2,043.28	-65,549.14	23.96%
6300 - SUPPLIES AND MATERIALS	-96,650.00	12,216.11	57,240.71	6,086.86	-27,193.18	59.22%
6400 - OTHER OPERATING EXPENSES	-147,505.00	1,972.63	34,229.53	7,544.55	-111,302.84	23.21%
Total Function36 CO-CURRICULAR ACTIVITIES	-565,128.00	14,188.74	196,913.13	43,244.69	-354,026.13	34.84%
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-389,496.00	.00	126,275.78	31,608.07	-263,220.22	32.42%
6200 - PURCHASE & CONTRACTED SVS	-79,950.00	349.00	17,298.74	3,537.73	-62,302.26	21.64%
6300 - SUPPLIES AND MATERIALS	-8,750.00	982.74	2,200.08	474.44	-5,567.18	25.14%
6400 - OTHER OPERATING EXPENSES	-40,000.00	2,107.74	13,642.64	3,470.48	-24,249.62	34.11%
Total Function41 GENERAL ADMINISTRATION	-518,196.00	3,439.48	159,417.24	39,090.72	-355,339.28	30.76%
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-206,159.00	.00	50,846.13	12,691.67	-155,312.87	24.66%
6200 - PURCHASE & CONTRACTED SVS	-765,000.00	8,411.03	231,612.00	57,559.05	-524,976.97	30.28%
6300 - SUPPLIES AND MATERIALS	-68,000.00	4,826.54	9,939.65	4,828.98	-53,233.81	14.62%
6400 - OTHER OPERATING EXPENSES	-40,350.00	.00	40,383.00	506.00	33.00	100.08%
Total Function51 PLANT MAINTENANCE &	-1,079,509.00	13,237.57	332,780.78	75,585.70	-733,490.65	30.83%
52 - SECURITY						
6200 - PURCHASE & CONTRACTED SVS	-10,000.00	.00	2,529.75	1,296.00	-7,470.25	25.30%
Total Function52 SECURITY	-10,000.00	.00	2,529.75	1,296.00	-7,470.25	25.30%
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-162,775.00	.00	49,810.60	12,321.73	-112,964.40	30.60%
6200 - PURCHASE & CONTRACTED SVS	-67,850.00	.00	25,705.00	.00	-42,145.00	37.89%
6300 - SUPPLIES AND MATERIALS	-12,000.00	.00	6,070.80	386.15	-5,929.20	50.59%
6400 - OTHER OPERATING EXPENSES	-1,000.00	.00	.00	.00	-1,000.00	-.00%
Total Function53 DATA PROCESSING	-243,625.00	.00	81,586.40	12,707.88	-162,038.60	33.49%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-21,867.00	.00	1,387.22	384.69	-20,479.78	6.34%
Total Function61 COMMUNITY SERVICES	-21,867.00	.00	1,387.22	384.69	-20,479.78	6.34%
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-155,000.00	.00	154,002.18	.00	-997.82	99.36%
Total Function71 DEBT SERVICES	-155,000.00	.00	154,002.18	.00	-997.82	99.36%
81 - CAPITAL PROJECTS						
6200 - PURCHASE & CONTRACTED SVS	-55,000.00	.00	.00	.00	-55,000.00	-.00%
Total Function81 CAPITAL PROJECTS	-55,000.00	.00	.00	.00	-55,000.00	-.00%
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE & CONTRACTED SVS	-5,545,000.00	.00	.00	.00	-5,545,000.00	-.00%
Total Function91 CHAPTER 41 PAYMENT	-5,545,000.00	.00	.00	.00	-5,545,000.00	-.00%
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE & CONTRACTED SVS	-90,000.00	39,692.90	36,429.39	19,846.45	-13,877.71	40.48%
Total Function99 PAYMENT TO OTHER	-90,000.00	39,692.90	36,429.39	19,846.45	-13,877.71	40.48%
Total Expenditures	-16,218,990.00	89,930.38	3,500,479.97	824,039.40	-12,628,579.65	21.58%

Fund 240 / 2 SCHOOL BRKFST & LUNCH PROGRAM

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - ATHLETIC ACTIIVTY REVENUE	329,884.00	-19,529.63	-109,566.46	220,317.54	33.21%
Total REVENUE-LOCAL & INTERMED	329,884.00	-19,529.63	-109,566.46	220,317.54	33.21%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	3,205.00	.00	.00	3,205.00	.00%
Total STATE PROGRAM REVENUES	3,205.00	.00	.00	3,205.00	.00%
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	197,754.00	-23,670.24	-78,105.93	119,648.07	39.50%
Total FEDERAL PROGRAM REVENUES	197,754.00	-23,670.24	-78,105.93	119,648.07	39.50%
Total Revenue Local-State-Federal	530,843.00	-43,199.87	-187,672.39	343,170.61	35.35%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6200 - PURCHASE & CONTRACTED SVS	-507,093.00	.00	182,021.58	109,520.64	-325,071.42	35.90%
6300 - SUPPLIES AND MATERIALS	-23,750.00	.00	.00	.00	-23,750.00	-.00%
Total Function35 FOOD SERVICES	-530,843.00	.00	182,021.58	109,520.64	-348,821.42	34.29%
Total Expenditures	-530,843.00	.00	182,021.58	109,520.64	-348,821.42	34.29%

Comparison of Revenue to Budget

Lago Vista ISD

As of December

Fund 599 / 2 DEBT SERVICE FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	1,846,964.00	-430,474.59	-559,168.75	1,287,795.25	30.28%
5740 - INTEREST, RENT, MISC REVENUE	3,000.00	-215.46	-571.26	2,428.74	19.04%
Total REVENUE-LOCAL & INTERMED	1,849,964.00	-430,690.05	-559,740.01	1,290,223.99	30.26%
Total Revenue Local-State-Federal	1,849,964.00	-430,690.05	-559,740.01	1,290,223.99	30.26%

Board Report
Comparison of Expenditures and Encumbrances to Budget
 Lago Vista ISD
 As of December

Fund 599 / 2 DEBT SERVICE FUND

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE						
Total Function 71 DEBT SERVICES	-1,849,964.00	.00	-13,632.50	-13,632.50	-1,863,596.50	.74%
Total Expenditures	-1,849,964.00	.00	-13,632.50	-13,632.50	-1,863,596.50	.74%





7000 - OTHER RESOURCES-NON-OPERATING

7900 - OTHER RESOURCES/TRANSFER IN

7910 - OTHER RESOURCES

Total OTHER RESOURCES/TRANSFER IN

Total Revenue Local-State-Federal

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
	9,995,999.10	-9,995,999.10	-9,995,999.10	.00	100.00%
	9,995,999.10	-9,995,999.10	-9,995,999.10	.00	100.00%
	9,995,999.10	-9,995,999.10	-9,995,999.10	.00	100.00%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-145,655.40	.00	131,585.54	131,585.54	-14,069.86	90.34%
Total Function71 DEBT SERVICES	-145,655.40	.00	131,585.54	131,585.54	-14,069.86	90.34%
81 - CAPITAL PROJECTS						
6600 - CPTL OUTLY LAND BLDG & EQUIP	-9,850,343.70	.00	.00	.00	-9,850,343.70	-.00%
Total Function81 CAPITAL PROJECTS	-9,850,343.70	.00	.00	.00	-9,850,343.70	-.00%
Total Expenditures	-9,995,999.10	.00	131,585.54	131,585.54	-9,864,413.56	1.32%

Board Report
Comparison of Revenue to Budget
Lago Vista ISD
As of December

Fund 699 / 2 CAPITAL PROJECTS

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	500.00	-48.55	-164.06	335.94	32.81%
Total REVENUE-LOCAL & INTERMED	500.00	-48.55	-164.06	335.94	32.81%
Total Revenue Local-State-Federal	500.00	-48.55	-164.06	335.94	32.81%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
81 - CAPITAL PROJECTS						
6200 - PURCHASE & CONTRACTED SVS	-70,000.00	.00	.00	.00	-70,000.00	-.00%
6300 - SUPPLIES AND MATERIALS	-50,000.00	.00	.00	.00	-50,000.00	-.00%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-100,905.00	.00	.00	.00	-100,905.00	-.00%
Total Function81 CAPITAL PROJECTS	-220,905.00	.00	.00	.00	-220,905.00	-.00%
Total Expenditures	-220,905.00	.00	.00	.00	-220,905.00	-.00%



Fund 711 / 2 LITTLE VIKINGS DAYCARE

	<u>Estimated Revenue (Budget)</u>	<u>Revenue Realized Current</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5730 - TUITION & FEES FROM PATRONS	119,325.00	-9,150.74	-44,255.70	75,069.30	37.09%
Total REVENUE-LOCAL & INTERMED	119,325.00	-9,150.74	-44,255.70	75,069.30	37.09%
Total Revenue Local-State-Federal	119,325.00	-9,150.74	-44,255.70	75,069.30	37.09%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-113,000.00	.00	27,753.47	6,799.27	-85,246.53	24.56%
6300 - SUPPLIES AND MATERIALS	-3,000.00	.00	250.38	.00	-2,749.62	8.35%
6400 - OTHER OPERATING EXPENSES	-3,325.00	.00	121.00	121.00	-3,204.00	3.64%
Total Function61 COMMUNITY SERVICES	-119,325.00	.00	28,124.85	6,920.27	-91,200.15	23.57%
Total Expenditures	-119,325.00	.00	28,124.85	6,920.27	-91,200.15	23.57%