

Notice of Regular Meeting The Board of Trustees LVISD

A regular meeting of the Board of Trustees of Lago Vista ISD will be held on Monday, October 8, 2018, beginning at 6:00 PM 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. Pledge of Allegiance/Call to Order
- 2. Welcome Visitor/Public Participation/Recognition
- 3. Approval of Campus Improvement Plans
- 4. Discussion/Approval of Purchase of Interactive Boards
- 5. Local Policy FFAA
- 6. Administration Reports
 - a. Elementary School
 - b. Intermediate School
 - c. Middle School
 - d. High School
- 7. Report Board Training Hours
- 8. School Health Advisory Committee (SHAC)
- 9. TASB Policy Update 111
- 10. Discussion/Approval of Civil Engineer for Service Road Maintenance
- 11. Discussion/Approval of Geo-Demographic Company
- 12. Consent Agenda:
 - a. JJAEP MOU 2018-2019
 - b. Monthly Financial Reports
 - c. Minutes September 10, 2018 Regular Mtg.
- 13. Amendment to Aramark Contract
- 14. Superintendent Report
 - a. Facilities
 - b. Other Items
- 15. Closed Session
 - a. Tex. Govt. Code 551.074 (Personnel assignment and employment)
- 16. 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.

Darren Webb Superintendent Date



www.vtitx.com

2200 Jahan Trail Longview, TX 75604 Email: orders@vtitx.com Phone: 903-297-4642

Quoted To:

Lago Vista ISD

ELEMENTARY SCHOOL

Ship To:

Lago Vista ISD russell_maynard@lagovis

Customer ID	Good Through	Payment Terms	Sales Rep
Lago Vista ISD	11/4/18	Net 30 Days	0

Quantity	Item	Description		Unit Price	Amount
29.00	013-ProColor652U	Boxlight 65" Interactive Flat Panel, 4K - Mimio Studio		2,699.00	78,271.00
		software, 5 yr warranty			
20.00	021-ProColorWallMnt	Wall Mount Bracket for IFP - #ProColor-WallMount-001		99.00	1,980.00
9.00	017-RainierCLMLIGHT	Electric Height Adjustable Wall Mount - SHORT column -		1,299.00	11,691.00
		Pre-K age kids			
29.00	010-8009	HDMI over CAT Wall Plate System - includes CAT of	cable	99.00	2,871.00
58.00	010-40439	15' HDMI Cable - source to AVI wall plate and AVO	wall	15.00	870.00
		plate to flat panel			
29.00	017-Hardware	Misc Hardware for Installation		15.00	435.00
29.00	033-Installation	Labor for Installation		390.00	11,310.00
			Subtota	al	107,428.00
Diego	o omoji vour puroba	ase orders to: orders@VTITX.com	Sales T	ax	

Please email your purchase orders to: orders@VTITX.com

107,428.00

Freight

TOTAL

QUOTE

Quote Name:	LVISD 29 BL
Quote Date:	Oct 5, 2018
Page:	1

IFP's



www.vtitx.com

2200 Jahan Trail Longview, TX 75604 Email: orders@vtitx.com Phone: 903-297-4642

Quoted To:

Lago Vista ISD

INTERMEDIATE SCHOOL

Ship To:

Lago Vista ISD russell_maynard@lagovista.txed .net

QUOTE

Quote Name:

Quote Date:

Page:

LVISD P12

Oct 5, 2018

1

Customer ID	Good Through	Payment Terms	Sales Rep
Lago Vista ISD	11/4/18	Net 30 Days	0

Quantity	Item	Description	Unit Price	Amount
16.00	029-P12BIWM	Boxlight Ultra Short Throw Interactive Projector - 4000	1,899.00	30,384.00
		Lumens, WXGA - Mount included		
16.00	010-8009	HDMI over CAT Wall Plate System - includes CAT cable	99.00	1,584.00
16.00	010-7643	49' Active USB A/B Cable	59.00	944.00
16.00	010-Custom Plate 14	Custom Wall Plate - USB	29.00	464.00
32.00	010-40439	15' HDMI Cable - source to AVI wall plate and AVO wall	15.00	480.00
		plate to flat panel		
16.00	017-Hardware	Misc Hardware for Installation	15.00	240.00
16.00	033-Installation	Labor for Installation	390.00	6,240.00
		Su	btotal	40,336.00

Please email your purchase orders to: orders@VTITX.com

Sales Tax	
Freight	
TOTAL	40,336.00



2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563 | www.tfeconnect.com

Date:	October 4, 2018
To:	Lago Vista ISD
Attn:	Rusty Maynard (russell_maynard@lagovista.txed.net)
Re:	Boxlight 65" Interactive Displays
Quote:	83049

ELEMENTARY SCHOOL

Rusty,

This letter is to provide you with overall pricing and Scope of Work for the installation of Boxlight Interactive Flat Panel Displays

<u>Total</u> \$83,292.00

Scope of Work

For the Total Bid, TFE will install 29 Boxlight 65" interactive flat panel displays. At all locations, a wall plate containing HDMI, VGA+audio, and USB will be installed with associated cables run to the display. 2 hours of training will be provided on the use of the display.

TFE will demo the existing equipment in the 29 rooms and remove to an on-site storage area for handling by the district. This shall include:

- Removal of the Promethean ActivBoard
- Removal of the Projector
- Removal of the Mount
- Removal of abandoned cable
- Move all equipment to on-site area for District to transport to remote location.
- Does NOT include patch or paint of revealed mounting holes or blemishes from previous install.

Terms and Conditions

- Pricing based on performance of work during standard business hours of Monday through Friday, 8:00 AM to 5:00 PM.
- If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- Customer will provide an area of adequate size for storage of materials.
- Return trips for operational verification of other vendors' equipment will be at standard billable rates should there be no fault found with TFE installation.
- Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Any changes in the scope of work may require additional time to complete the project.
- TFE will not rough-in any cable until site is determined ready by TFE. (i.e. paint, electrical, secure facility, etc.)
- Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- Payment for materials is due upon delivery.





• Customer is responsible for any applicable sales and/or use tax.

Should you have any questions or require further assistance please contact me at your convenience.

Sincerely, Dan Stout, CTS TFE | AV Estimator 312-607-7717 dan.stout@tfeconnect.com











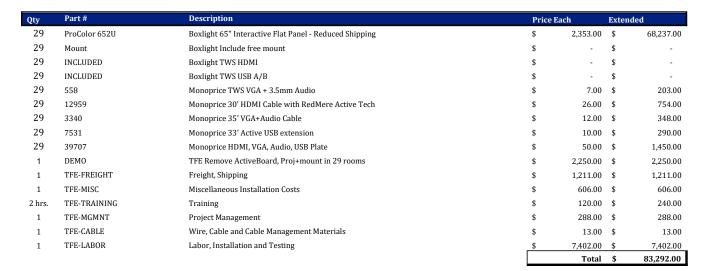


To: Lago Vista ISD Date: October 4, 2018

Attn: Rusty Maynard

RE: Boxlight 65s

55 ELEMENTARY SCHOOL



Terms and Conditions

- * Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
- * If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- * Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- * Customer will provide an area, of adequate size, for storage of materials.
- * Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
- * Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete the project.
- * TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
- * Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- * Customer is responsible for any applicable sales and/or use tax.

Scope

Women's Business Enterprise
Quote#:83049

Certified WBEN

658 Alliance Pkwy, Hewitt, TX 76643 Ph: 254.741.2738 Fax: 254.741.2779 Account Manager:

AV Design Engineer: Dan Stout, CTS



To: Lago Vista ISD

Date: September 27, 2018

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563 | www.tfeconnect.com

Quote#:85406

Account Manager:

AV Design Engineer: Dan Stout, CTS

RE: Interactive Proj - Intermediate School

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Qty	Part #	Description		Price Each		Extended
16	P12 BIWM	Boxlight Interactive Lamp Projector, Pen model	\$	1,482.00	\$	23,712.00
16	Lamps For Life+	Boxlight Lamps for Life Advanced Replacement	\$	176.00		2,816.00
16	Mount	Boxlight Mount Included	\$	-	\$	2,010.00
16	INCLUDED	Boxlight TWS HDMI	¢		\$	
		5	Ф	-	Ф	-
16	INCLUDED	Boxlight TWS USB A/B	\$	-	\$	-
16	558	Monoprice TWS VGA + 3.5mm Audio	\$	7.00	\$	112.00
16	12959	Monoprice 30' HDMI Cable with RedMere Active Tech	\$	26.00	\$	416.00
16	3340	Monoprice 35' VGA+Audio Cable	\$	12.00	\$	192.00
16	7531	Monoprice 33' Active USB extension	\$	10.00	\$	160.00
16	39707	Monoprice HDMI, VGA, Audio, USB Plate	\$	50.00	\$	800.00
1	TFE-FREIGHT	Freight, Shipping	\$	1,437.00	\$	1,437.00
1	TFE-MISC	Miscellaneous Installation Costs	\$	719.00	\$	719.00
2 hrs.	TFE-TRAINING	Training	\$	120.00	\$	240.00
1	TFE-MGMNT	Project Management	\$	234.00	\$	234.00
1	TFE-CABLE	Wire, Cable and Cable Management Materials	\$	13.00	\$	13.00
1	TFE-LABOR	Labor, Installation and Testing	\$	6,914.00	\$	6,914.00
				Total	\$	37,765.00

Terms and Conditions

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- * If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- * Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- * Customer will provide an area, of adequate size, for storage of materials.
- * Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
- * Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete the project.
- * TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
- * Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- * Customer is responsible for any applicable sales and/or use tax.

Scope



	980 Runway Dr Conway, AR 72032				Esti	mate				
	(P) 501-504-6652				ļ	Date	Qı	iote #		
PIRAINO	(F) 501-504-6653 www.pirainoconsulting.c	Nom				10/4/2018	1	6716		
CONSULTING	www.pnamoconsulting.c	ı —								
Name / Address			nip To							
LAGO VISTA ISD 8039 BAR-K RANCH RD LAGO VISTA, TX 78645		TBD								
customers for over	been serving Arkansas and Oklahoma a decade. Now also serving Texas, uisiana. Our team of factory trained	Project			-	Tech Email		Rep		
professionals are l	nere to assist you with your order, on, training, and service.	Lago Vista ES OF	TION 1	r	ussell_ma	aynard@lagovi	vistaisd.t NS			
Item	Description		0	Qty		Rate	Тс	otal		
	The below quote gives you the option IFP's, with installed AV cabling and A Teachers will connect to the IFP thou determined location during walk-thou Over-The-Whiteboard mounts are quo Classrooms (9 rooms). In all other gr provided with the MX will be mounte existing whiteboard (markerboard). A 16' USB cable comes with your new ************************************	AV plates. gh an AV plate at gh. oted in Pre-K - 1st ade levels the mount ed directly to the w SMART IFP.	*							
NOTE	Scope: 29 Classrooms 24 Wallmounted IFPS (9 of these 5 on carts	on O-W-B mounts)				0.00		0.00		
	1			Sul	 btotal	Į.				
	ON CHECK OR CASH PAYMENT. THE TOTAL FOR CREDIT CARD PA		DED							
10	***ESTIMATE GOOD FOR 45 DAY	Sales Tax (0.0%)								
	Page 1		То	otal						



Name / Address

980 Runway Dr Conway, AR 72032 (P) 501-504-6652 (F) 501-504-6653 www.pirainoconsulting.com



Date	Quote #
10/4/2018	16716

LAGO VISTA ISD 8039 BAR-K RANCH RD	
LAGO VISTA, TX 78645	l
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Piraino Consulting has been serving Arkansas and Oklahoma	r
customers for over a decade. Now also serving Texas,	
Mississippi, and Louisiana. Our team of factory trained	l
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professionals are here to assist you with your order,	L

Ship To		
TBD		

Piraino Consulting has been serving Arkansas and Oklahoma customers for over a decade. Now also serving Texas, Mississippi, and Louisiana. Our team of factory trained professionals are here to assist you with your order, installation, training, and service.		Project		Tech Email			Rep	
		Lago Vista ES OPT	Lago Vista ES OPTION 1		russell_maynard@lagovistaisd.t		NS	
Item	Description		Qty		Rate		Total	
SBID-MX265	SMART Board MX065 interactive display with iQ and SMART Learning Suite. 1-year SMART Learning Suite Software and 3-year standard warranty Standard Education pricing for the 65" MX SMART IFP is \$2999. This promotional price offered to LVISD will expire on 12.31.18. All orders must be placed prior to or on this date for discounted price to be reflected.			29	2,699.00	-	78,271.00T	
MISC	 **DR-NA-40107332** P72043-WQ529298 Custom Plate - Black, Powdercoated Single Gang AV Plate containing Cat5 and HDMI R18 - RJ-45 Cat5e FEEDTHRU V57 - HDMI F-F w/6in Pigtail 			24	30.22		725.28T	
MISC	Cut In Box TX Warehouse		24	3.00		72.00T		
OB1U	TOUCH PANEL INTERACTIVE WB MOUNT Over-The-Whiteboard Mount - FOR PREK - 1ST GRADE CLASSROOMS (9) BID 25031076			9	276.00		2,484.00T	
VB-STND-001	ViewSonic mobile trolley cart **SPA 20025819			5	616.50		3,082.50T	
	< In-Wall & Room Cabling >							
PF-HDM-M-010M	33FT HYBRID HDMI ACTIVE OPT Plenum	ICAL CABLE		21	114.00		2,394.00T	
PF-HDM-M-015M				3	175.00		525.00T	
QUOTE IS BASED ON CHECK OR CASH PAYMENT.				Subtotal				
) THE TOTAL FOR CREDIT CARD PA	AYMENTS		Sales Tax (0.0%)				
	***ESTIMATE GOOD FOR 45 DAY		Page 2 Total					
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980 Runway Dr Conway, AR 72032 (P) 501-504-6652 (F) 501-504-6653 www.pirainoconsulting.com



Estimate / Quote

Date	Quote #				
10/4/2018	16716				

Name / Address LAGO VISTA ISD 8039 BAR-K RANCH RD LAGO VISTA, TX 78645

Ship To	
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Piraino Consulting has been serving Arkansas and Oklahoma customers for over a decade. Now also serving Texas, Mississippi, and Louisiana. Our team of factory trained professionals are here to assist you with your order, installation, training, and service.		Project		Tech Email russell_maynard@lagovistaisd.t			
		Lago Vista ES OPTIO	N 1 russ				
Item	Description		Qty	Rate	Total		
15247	35ft Cat5e Non-Booted UTP Unshield	led Network Patch	21	35.00	735.00T		
15248	Cable - Plenum CMP-Rated - Blue 50ft Cat5e Non-Booted UTP Unshield Cable - Plenum CMP-Rated - Blue	led Network Patch	3	50.00	150.00T		
CAT5-XT-1100	CAT 5 to USB Extender, CAT5 Cable	not included	24	95.00	2,280.00T		
56784	10ft High Speed HDMI(R) Cable with		24	93.00	2,280.001 319.00T		
15199	10FT CAT5E SNAGLESS UNSHIEL		29	10.00	240.00T		
13199	NETWORK PATCH CABLE - GRAY		24	10.00	240.001		
	< Raceway >						
20001.0 11/11	To Cover any exposed cabling and po	wer cords		21.00	1.002.007		
2900L8-WH	UNIDUCT 2900 SERIES ONE-PIEC	E LAICHING	52	21.00	1,092.00T		
2006 111	RACEWAY FITTING. WHITE.		10	2.00	20.007		
2906-WH	NM COVER CLIP 2900 WHITE		10 24	3.00	30.00T		
2986-WH	NM DRP CLNG CNCTR 2900 WH		24	3.00	72.00T		
2911-WH MISC	NM FLT 90 D ELBOW. WHITE. 15' Power Cable		5	4.50 7.50	108.00T 37.50T		
Wilde	(Room 309, 311, 324, 316, 314) **these rooms have power further awa cord will accomodate.	ay than the standard	5	1.50	57.501		
	TX Warehouse Stock Item						
MISC	Velcro, Bolts and Zipties - Misc. mou	nting accessories	1	50.00	50.00T		
INSTALL	INSTALLATION - Wall Mounted SM		24	395.00	9,480.00T		
INGIALL	Cabling and new AV Plate	in the in the wall	27	575.00),+00.001		
INSTALL	INSTALLATION - Mobile Cart Instal	llation	5	325.00	1,625.00T		
	(5) total				,		
	Rooms: 115, 112, 113, 106 & 104						
SHIPPING	SHIPPING FOR LISTED EQUIPME **SMART Inside Delivery	NT	1	3,625.86	3,625.86T		
			Subt	otal			
	QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3 TO THE TOTAL FOR CREDIT CARD PA			Sales Tax (0.0%)			
	***ESTIMATE GOOD FOR 45 DAY						
		Page 3	Tota	al			



Name / Address

980 Runway Dr Conway, AR 72032 (P) 501-504-6652 (F) 501-504-6653 www.pirainoconsulting.com



Date	Quote #				
10/4/2018	16716				

	i .
LAGO VISTA ISD 8039 BAR-K RANCH RD	
LAGO VISTA, TX 78645	
Piraino Consulting has been serving Arkansas and Oklahoma	
customers for over a decade. Now also serving Texas,	
Mississippi, and Louisiana. Our team of factory trained	
professionals are here to assist you with your order.	

Ship To	
TBD	

Piraino Consulting has been serving Arkansas and Oklahoma customers for over a decade. Now also serving Texas, Mississippi, and Louisiana. Our team of factory trained professionals are here to assist you with your order, installation, training, and service.		Project			Tech Email		Rep	
		Lago Vista ES (OPTION 1		russell_maynard@lagovistaisd.t		NS	
Item	Description		0	Qty	Rate To		tal	
NOTE	< OPTIONS > These items below a total on this estimate, but are options consider and add to their project. Sho items/services be desired, please notif revised quote can be issued. Extended Warranty on SMART MX S ITEM# EWY2-SBID-MX265 SMART Board SBID-MX 265 interac 2 year warranty extension. ***This additional warranty extension 5-year warranty on your hardware. Quantity (29) @ \$245/each = \$7,105 Extended Software Subscription ITEM# ED-SW-3 SMART Learnin subscription *This additional software subscription. During this 4-year period, all SMART updates and software upgrades will be district. < BREAK DOWN PER TEACHER I HERE WHEN DEAL REG GOES TH Quantity (29) @ \$87.75/each = \$2,54 **This reflects a cost of \$29.25 per teas software subscription.	LVISD may wish to ould any of these y sales rep and a Series IFP ctive flat panel with ion a gives you a total g Suite, 3 year a gives you a total of C Learning Suite e delivered to your PER YEAR PRICE IROUGH > 4.75	2				0.00	
-	QUOTE IS BASED ON CHECK OR CASH PAYMENT. TO THE TOTAL FOR CREDIT CARD PA				Subtotal			
	***ESTIMATE GOOD FOR 45 DAY			Sales Tax (0.0%)				
Page 4			Т	otal				



980 Runway Dr Conway, AR 72032 (P) 501-504-6652 (F) 501-504-6653 www.pirainoconsulting.com



Date	Quote #			
10/4/2018	16716			

Name / Address		S	Ship To				
LAGO VISTA ISD 8039 BAR-K RANCH LAGO VISTA, TX 786		ТВ	D				
Piraino Consulting has been serving Arkansas and Oklahoma customers for over a decade. Now also serving Texas, Mississippi, and Louisiana. Our team of factory trained		Project	Project		Tech Email		Rep
professionals are h	ere to assist you with your order, on, training, and service.	Lago Vista ES O	PTION 1	russell_maynard@lagovistai		ristaisd.t	NS
Item	Description			Qty	Rate	Тс	otal
	Professional Development TeqPD-Online-PTC - Teq has been ap Professional Education (CPE) Provide approved CPE # is #902-508 *12-month license to Teq On Line Pro Development. *Live Interactive PD, as well as On-D archived formerly live lessons *Instructional Support Now - Connect Specialist to guide you though your E- through email, online chat, a schedule chat *Access to platform on any web-enabl *Administrator controls of Platform Platform is licensed per user, and that 24/7/365 to Quantity (31) @ \$89/per license = \$2, **It is recommended that not only the new IFP's get a license, but a few othe the platform. I listed 31 here, howeve as needed. SMART Technologies FULL Day Pro 6 hours < 30 People SMART Technologies will develop a that will engage your teachers in activ of interactive PD. \$2499	er in Texas. Our ofessional eemand PD though t with a LIVE PD dTech challenges d call, or LIVE video led device user has access 759 teachers receiving the ers to be the admin of er we can add as many ofessional Developmen customized workshop	nt .		0.00		0.00
QUOTE IS BASED	ON CHECK OR CASH PAYMENT.	3% FEE WILL BE AI	DDED	Sul	btotal		
~	THE TOTAL FOR CREDIT CARD PA ***ESTIMATE GOOD FOR 45 DAY	AYMENTS.		Sal	les Tax (0.0%)		
	ESTIMATE GOOD FOR 45 DAT	Page 5		То	otal		



Name / Address

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10/4/2018	16716				

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LAGO VISTA, TX 78645
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customers for over	been serving Arkansas and Oklahoma a decade. Now also serving Texas, uisiana. Our team of factory trained	Project			Tech Email		Rep
professionals are h	here to assist you with your order, on, training, and service.	Lago Vista ES OPTION 1		ru	issell_maynard@lagov	istaisd.t	NS
Item	Description		Qty		Rate	To	otal
NOTE	 SMART Technologies 1/2 Day Profe 3 hours < 30 People SMART Technologies will develop a that will engage your teachers in activ of interactive PD. \$1799 Installer Notes: De Install projectors and Promethean discard old raceway and cables associa Campus will advise you where to put J IWB's - on campus. District will repla tiles where projectors were removed. In rooms where pull down screen is at way of new IFP installs - leave the scr that will inhibit new installs - remove. Mount all new SMART IFPS on the s location, as old IWB you are removing Pre-K - 1st grade classrooms will get 0 mounts to accomodate lower mounting 1 #'s are TBD. ***Campus will determine mounting I Discard Trash from new install and clarelated debris. 	customized workshop e learning with 6 hours IWB's - remove and ated with this hardware. projectors and old ace any needed ceiling ceiling line, out of the een. All other screens ame wall, in same g. Over-The-Whiteboard g heights. These room height of new IFP's.			0.00		0.00
	ON CHECK OR CASH PAYMENT.			Sub	ototal	\$10	07,398.14
ТО	THE TOTAL FOR CREDIT CARD PA ***ESTIMATE GOOD FOR 45 DAY	Sales Tax (0.0%)			\$0.00		
	ESTIMATE GOOD FOR 45 DAT			\$10	7,398.14		

WELLNESS AND HEALTH SERVICES PHYSICAL EXAMINATIONS

PROPOSED REVISIONS 9.20.18

UIL Participation	A student desiring to participate in the UIL athletic program shall submit annually a statement from a health-care provider authorized under UIL rules indicating that the student has been examined and is physically able to participate in the athletic program.
Additional Screening	The District may provide additional screening as District and com- munity resources permit.
Referrals	Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.
Pediculosis	Lice infestation (pediculosis) is caused by lice living directly on the body. A student who has been found to have head lice shall be excluded from school until he or she has undergone the appropriate treatment.
Readmitted to School	The student shall be readmitted to school after a medicated sham- poo or lotion treatment has been administered and all evidence of live lice activity has been removed.
Notice of Lice	A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

Lago Vista ISD - District # 227912 Sharon Abbott - ID # 085158 1/1/2018 to 10/2/2018

<u>Tier 3 - Board Development</u> TASB Provided		Date earned	<u>Hou</u>	irs earned
Summer Leadership Institute San Antonio - 2018	San Antonio			
General Session - Steve Gilliland		6/14/2018	08:00 - 09:15 AM	1.00
Civilian Response to Active Shooter Events (CRASE)		6/14/2018	09:45 - 11:00 AM	1.25
Is Your District Considering a Conceal Carry for Your Staff?		6/14/2018	11:15 - 12:30 PM	1.25
Developing a Mental Health/Intervention Program to Prevent School	Violence	6/14/2018	01:45 - 03:00 PM	1.25
General Session - Linda Cliatt-Wayman		6/15/2018	08:00 - 09:00 AM	1.00
Future of Education		6/15/2018	09:30 - 10:45 AM	1.25
Inside Our Schools: The Author Series		6/15/2018	11:15 - 12:30 PM	1.25
		Tot	al Hours for Tier 3	8.25
<u>Tier 4 - SB 1566</u>		Date earned	<u>(</u>	<u>Completed</u>
Summer Leadership Institute San Antonio - 2018 SB 1566: Governance for Improved Student Learning	San Antonio	6/13/2018		\checkmark

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 E-Mail: cec@tasb.org
 TASB Main Number: 800-580-8272 ext. 2454



Lago Vista ISD - District # 227912 Scott Berentsen - ID # 084537 1/1/2018 to 10/2/2018

<u>Tier 3 - Board Development</u> TASB Provided		<u>Date earned</u>	Hou	<u>rs earned</u>
Summer Leadership Institute San Antonio - 2018	San Antonio			
General Session - Steve Gilliland		6/14/2018	08:00 - 09:15 AM	1.00
Informed, Supportive, and Responsible: Positioning the Board to Ow	vn Outcomes	6/14/2018	09:45 - 11:00 AM	1.25
Collaborative Goal Setting		6/14/2018	11:15 - 12:30 PM	1.25
Bridging the Gap Between Curriculum and Instructional Technology		6/14/2018	01:45 - 03:00 PM	1.25
General Session - Linda Cliatt-Wayman		6/15/2018	08:00 - 09:00 AM	1.00
What's NEW about Superintendent Evaluation?		6/15/2018	09:30 - 10:45 AM	1.25
Educational Project Management and Continuous Improvement		6/15/2018	11:15 - 12:30 PM	1.25
I'm Starting with the Man in the Mirror		6/15/2018	01:45 - 03:00 PM	1.25
		Tot	al Hours for Tier 3	9.50
<u>Tier 4 - SB 1566</u>		Date earned	<u>C</u>	ompleted
Summer Leadership Institute San Antonio - 2018	San Antonio			
SB 1566: Governance for Improved Student Learning		6/13/2018		\checkmark

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Lago Vista ISD - District # 227912 Michael Bridges - ID # 117796 1/1/2018 to 10/2/2018

Tier 3 - Board Development TASB Provided		Date earned	Hou	rs earned
Summer Leadership Institute San Antonio - 2018	San Antonio			
General Session - Steve Gilliland		6/14/2018	08:00 - 09:15 AM	1.00
TASB ISD: An In-Depth Overview of the Role of a School Board Mer	nber	6/14/2018	09:45 - 04:45 PM	5.00
General Session - Linda Cliatt-Wayman		6/15/2018	08:00 - 09:00 AM	1.00
Changing the School Climate One Leader at a Time		6/15/2018	09:30 - 10:45 AM	1.25
Educational Project Management and Continuous Improvement		6/15/2018	11:15 - 12:30 PM	1.25
Treating Others Right: Its Not Just a Sunday School Lesson		6/15/2018	01:45 - 03:00 PM	1.25
Unfunded Mandates		6/15/2018	03:15 - 04:30 PM	1.25
		Tot	al Hours for Tier 3	12.00
<u>Tier 4 - SB 1566</u>		Date earned	<u>C</u> .	ompleted
On Demand Training				
SB 1566: Governance for Improved Student Learning		8/30/2018		\checkmark

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Lago Vista ISD - District # 227912 Stacy Eleuterius - ID # 079899 1/1/2018 to 10/2/2018

Tier 3 - Board Development	Date earned	Hours earned
TASB Provided		
On Demand Training		
Outside the Board Room: Don't Be Caught Off Guard	8/9/2018	0.50
Culture Shift in Floydada ISD	8/9/2018	1.00
Ethics for the School Trustee	8/9/2018	0.75
Preparing for and Conducting the Board's Summative Evaluation	8/13/2018	1.00
Foundations of Public School Finance	8/14/2018	1.00
Overview of the Texas Property Tax System	8/14/2018	0.75
	Total Hours f	or Tier 3 5.00
<u>Tier 4 - SB 1566</u>	Date earned	<u>Completed</u>
On Demand Training		
SB 1566: Governance for Improved Student Learning	8/27/2018	\checkmark

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Lago Vista ISD - District # 227912 Jerrell Roque - ID # 060511 1/1/2018 to 10/2/2018

<u>Tier 3 - Board Development</u> TASB Provided		<u>Date earned</u>	<u>Hou</u>	<u>'s earned</u>
Summer Leadership Institute San Antonio - 2018	San Antonio			
General Session - Steve Gilliland		6/14/2018	08:00 - 09:15 AM	1.00
Readiness Redefined for Your District		6/14/2018	09:45 - 11:00 AM	1.25
Safety First: A Comprehensive Approach to Keeping Our Kids Safe		6/14/2018	11:15 - 12:30 PM	1.25
Developing a Mental Health/Intervention Program to Prevent School	Violence	6/14/2018	01:45 - 03:00 PM	1.25
General Session - Linda Cliatt-Wayman		6/15/2018	08:00 - 09:00 AM	1.00
Future of Education		6/15/2018	09:30 - 10:45 AM	1.25
10 Compensation Practices to Avoid		6/15/2018	11:15 - 12:30 PM	1.25
Student Free Speech		6/15/2018	01:45 - 03:00 PM	1.25
General Session - Roberto Rivera		6/16/2018	09:15 - 10:30 AM	1.00
		Tot	al Hours for Tier 3	10.50
<u>Tier 4 - SB 1566</u>		Date earned	<u>C</u> .	ompleted
Summer Leadership Institute San Antonio - 2018	San Antonio			
SB 1566: Governance for Improved Student Learning		6/13/2018		\checkmark
Non-TASB Provided Training				
SB 1566 Training		8/29/2018		\checkmark

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Lago Vista ISD - District # 227912 David Scott - ID # 057600 1/1/2018 to 10/2/2018

<u>Tier 4 - SB 1566</u>	Date earned	Completed
Non-TASB Provided Training		
SB 1566 Training	8/29/2018	\checkmark

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Lago Vista ISD - District # 227912 Laura Vincent - ID # 060454 1/1/2018 to 10/2/2018

Laura Vincent has no training credit hours for the date range selected. The most complete training credit information is displayed when the date fields are left blank. Please try again.

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Lago Vista ISD - District # 227912 Darren Webb - ID # 052116 1/1/2018 to 10/2/2018

<u>Tier 3 - Board Development</u> TASB Provided		Date earned	<u>Ho</u>	urs earned
Summer Leadership Institute San Antonio - 2018	San Antonio			
General Session - Steve Gilliland		6/14/2018	08:00 - 09:15 AM	1.00
Civilian Response to Active Shooter Events (CRASE)		6/14/2018	09:45 - 11:00 AM	1.25
Safety First: A Comprehensive Approach to Keeping Our Kids Safe		6/14/2018	11:15 - 12:30 PM	1.25
Do School Facilities Impact Student Achievement?		6/14/2018	01:45 - 03:00 PM	1.25
Recruiting and Retaining Quality Teachers		6/14/2018	03:30 - 04:45 PM	1.25
General Session - Linda Cliatt-Wayman		6/15/2018	08:00 - 09:00 AM	1.00
What's NEW about Superintendent Evaluation?		6/15/2018	09:30 - 10:45 AM	1.25
Educational Project Management and Continuous Improvement		6/15/2018	11:15 - 12:30 PM	1.25
Making the Gap a Thing of the Past		6/15/2018	01:45 - 03:00 PM	1.25
School Safety: What Next?		6/16/2018	08:00 - 09:00 AM	1.00
		Tota	al Hours for Tier 3	11.75
<u>Tier 4 - SB 1566</u>		Date earned		Completed
Summer Leadership Institute San Antonio - 2018	San Antonio			

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SB 1566: Governance for Improved Student Learning

Fax: 512-467-3642

6/13/2018





2018-2019 SHAC MEMBERS

Regina Carmichael (Co-Chair)	NURSE	
Stacey Widdecombe	Food Services	
Coral Nash	Elem Parent	
Kristin Keeran	Elem Parent	
Robin Donahe	Elem Parent	
Amy Rowin	Elem Staff	
Stephanie Runkel	Intermediate Parent	
Gabby Mercado	Intermediate Staff	
Ann Badger	MS Parent	
Ana Villarreal	MS Parent	
Paula Hendricks	MS Parent	
Tricia Sosa	MS Staff/Coach	
Sydney Smith	HS Student	
Monsie Martinez	HS Student	
Angela Shook	HS Parent	
Julia Stewart	HS Parent	
Jennifer Chiappone	HS Staff	
Jeanne Oliver	Community	
Karen Karr	Community	
Missy Howard	Admin Liaison	

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Vantage Points

A Board Member's Guide to Update 111

Please note: *Vantage Points* is an executive summary, prepared specifically for board members, of the TASB Localized Update. The topic-by-topic outline and the brief descriptions focus attention on key issues to assist local officials in understanding changes found in the policies. The description of policy changes in *Vantage Points* is highly summarized and should not substitute for careful attention to the more detailed, district-specific Explanatory Notes and the policies within the localized update packet.

We welcome your comments or suggestions for improving *Vantage Points*. Please write to us at TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400, e-mail us at <u>policy.service@tasb.org</u>, or call us at 800-580-7529 or 512-467-0222.

For more information about Policy Service, visit our website at http://policy.tasb.org.

TASB Policy

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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	Update 111 focuses on updating (LEGAL) policies that were affected by changes in law from the 85th Legislative Session and recent administrative rule changes. Several (LOCAL) policies have been updated to better align with changes in law or administrative rules or for organizational and restructuring purposes.				
Innovation Districts	Policy AF(LEGAL) has been updated to include provisions from revised Ad- ministrative Code rules that address the laws from which an innovation dis- trict may not be exempted and clarify a district's posting and notification re- sponsibilities regarding an innovation plan.				
Accountability	Additional provisions from the Every Student Succeeds Act (ESSA) have been included in AID(LEGAL) to address the requirements for the district's plan that must be in place to receive certain Title I funds, the identification of schools needing support and improvement, and the district's required actions when schools in the district are identified for support and improvement.				
District Governance	Significant changes have been made at BBD(LEGAL) to reflect revised Ad- ministrative Code rules, including:				
Board Training	 Information addressing the State Board of Education (SBOE) commendations for board-superintendent teams that effectively implement the commissioner's trustee improvement and evaluation tool or any other tool approved by the commissioner; 				
	 Clarification that team building must be at least three hours in length and that the local orientation can occur one year before or 120 days after the board member's election or appointment; and 				
	 Stemming from Senate Bill 1566 (85th Legislative Session), the new requirement that each board member must complete a three-hour continuing education training every two years on evaluating student performance. 				
	The administrative rules also specify that the report on board members' con- tinuing education must occur at the last regular board meeting before the board election and that this information must be reflected in the board meet- ing minutes. If a board member is deficient in continuing education credit as of the anniversary of his or her joining the board, in addition to the deficiency				

being announced during the board meeting, the deficiency must be posted on the district's website within ten business days of the meeting and must remain posted until the trustee meets the requirements.

See TASB Legal Services' eSource on TASB.org for <u>detailed information</u> <u>about the new reporting requirements</u>.

BBD(LOCAL) POLICY CONSIDERATIONS

	The changes in the administrative rules have also been addressed at BBD(LOCAL). As a best practice to promote transparency, the recommended text provides that the board president will annually announce the status of a board member's continuing education credit at the last regular board meeting before the district's regular uniform election date, even if a election is not scheduled or held. If the district will have a different practice, a policy adjustment will be needed.				
Superintendent	Revisions have been made to several policies addressing the superinten- dent's employment, including BJCE(LEGAL) to remove a reference to an out- dated Fifth Circuit court case and BJCG(LEGAL) to align the policy text with statute. The text now included in BJC(LEGAL) is existing statutory text per- mitting the board to amend the terms of a superintendent contract on the ba- sis of a declared financial exigency.				
	Similar to the revision at BJCE(LEGAL), references to the outdated court case have been deleted from DCE(LEGAL) and DFBA(LEGAL).				
Reports	The list of reports at BR(LEGAL) has been updated to include the report of board member continuing education training and to remove the requirement for a district not participating in TRS ActiveCare to file a compliance report with TRS, although the district must still prepare a compliance report.				
Finances Federal Funds	Policy CBB(LEGAL) has been significantly reworked to provide more thor- ough coverage of the relevant laws on retirement and insurance contributions and the Education Department General Administrative Regulations (EDGAR).				
Financial Reports	Revisions to CFA(LEGAL), the policy on financial reports and statements, in- corporate new administrative rules that address the district's annual local debt report.				
Investments	The definition of "business organization" has been moved in CDA(LEGAL) to clarify that it only applies to the provisions on sellers of investments, which re- quire a district to provide a written copy of its investment policy to any busi- ness organization offering to engage in an investment with the district.				
Financial Ethics	CAA(LOCAL) POLICY CONSIDERATIONS				
	CAA(LOCAL) addresses fraud and financial impropriety. Local policy lan- guage is recommended to clarify that fraud reports may be made to any person with authority to investigate the alleged activity, including to any of the other individuals currently listed in the policy. This aligns the policy text				

	with state law, which prohibits a district from requiring an employee to re- port only to certain persons a crime witnessed at the school.	
Safety and Security Criminal History	Effective November 29, 2017, Administrative Code rules addressing criminal history of service contractors were repealed, which prompted revisions throughout CJA(LEGAL). Provisions have been reorganized for consistency with the criminal history requirements for certain public contractors, and existing statutory provisions were added to address the district's authority to obtain Department of Public Safety (DPS) criminal history record information.	
	CJA(LOCAL) POLICY CONSIDERATIONS	
	Policy CJA(LOCAL) includes provisions as permitted by state law that au- thorize the district employee in charge of a facility to determine whether an employee of a contracting or subcontracting entity, who does not have the required criminal history review or who has a disqualifying conviction, will be permitted to enter a district facility in an emergency accompanied by district staff.	
	Regarding employees, DBAA(LEGAL) has been revised to include amended administrative rules specifying that the State Board for Educator Certification (SBEC) may sanction an educator who hires an applicant even if the educa- tor knew that applicant had been adjudicated for or convicted of having an in- appropriate relationship with a minor.	
Security Personnel	Revisions at CKE(LEGAL), addressing security personnel, include a refer- ence to a court case regarding complaints against district peace officers. Ad- ditional details from administrative rules on the school marshal program were added, which permit the district to pay for required marshal training and ad- dress required reports to the Texas Commission on Law Enforcement (TCOLE).	
Firearms	DH(LOCAL) AND GKA(LOCAL) POLICY CONSIDERATIONS Most districts' policies at DH(LOCAL) and GKA(LOCAL) provide that the district's prohibition against firearms on district property is not violated when a Texas handgun license holder, whether an employee or a non-em- ployee, stores a handgun or other firearm in a locked vehicle in a district parking area, provided the handgun or other firearm is not loaded and is not in plain view. However, the interplay of state and federal law would permit a district to revise this policy to allow such a person to have a loaded handgun or firearm under these circumstances. If the board would	

	like to revise these policies to permit loaded firearms, have your superin- tendent contact the district's policy consultant.			
District Operations Pest Management	The integrated pest management program (IPM) provisions have been up- dated in CLB(LEGAL) as a result of new administrative rules effective Janu- ary 9, 2018. The revisions include new definitions, more details on the re- quired parental notifications regarding application of pesticides [also added at FD(LEGAL)], and new provisions to address emergency exceptions to the no- tice requirements and potential waivers from inspections.			
Facility Standards	Significant revisions have been made to CS(LEGAL), the policy on facility standards, to provide more complete coverage of relevant laws, to include a recent attorney general opinion regarding application of the International Energy Conservation Code to public school buildings, and to better match statutory wording.			
Other District Operations	Other legally referenced policies addressing district operations have also been updated, including:			
	The deletion of outdated administrative rules in CQA(LEGAL) that re- quired the district to post locally determined performance ratings and compliance status on the district's website.			
	 Minor revisions to CNB(LEGAL) to better reflect statute regarding dis trict vehicles. 			
	 The removal of a state law provision in CO(LEGAL), regarding food services, that was no longer aligned with federal law. 			
Curriculum and Instruction	EHAD(LEGAL) has been revised to include current administrative require- ments for a driver education course.			
Instruction	Provisions addressing dual credit programs have been revised in EHDD(LEGAL) to reflect amended administrative rules, which require dual- credit partnership agreements to address defined sequences of courses where applicable.			
Instructional Materials	Policy EFB(LEGAL) has been updated to include the revised standards for school library programs adopted by the Texas State Library and Archives Commission. A district must consider the standards in developing, implement- ing, or expanding its library services.			
	The changes at CMD(LEGAL) regarding instructional materials have been made to more closely match statutory provisions.			

Campus Charters	ELA(LEGAL) is a new legally referenced policy that includes material on part- nership charters. The new administrative rules provide significant guidance for districts that choose to contract with a partner to operate a district campus to receive accountability and financial benefits in accordance with state law. With the addition of this new legally referenced policy, all provisions address- ing partnership charters have been removed from EL(LEGAL).			
School Calendar	Effective with the 2018–19 school year, House Bill 2442 (85th Legislative Session) impacted two legally referenced policies, EB(LEGAL) and EC(LEGAL).			
	Policy EB(LEGAL) has been revised to clarify that the required 75,600 minutes are for operation, not just instruction. Provisions also permit the commissioner to reduce funding to a district providing fewer than 75,600 minutes of operation. New provisions also allow exemptions from the minimum minutes of operation for certain instructional programs.			
	Removed from EC(LEGAL) is the provision requiring a school day to be at least seven hours long and a day of instruction to include 420 minutes of in- struction, since this requirement has been deleted from statute.			
	A similar revision has been made at FOCA(LEGAL) to remove the require- ment that a school day at a disciplinary alternative education placement (DAEP) program be between seven and ten hours long.			
State Assessments	At EKB(LEGAL), the policy addressing state assessments, the list of conduct that violates the security and confidentiality of a state assessment has been updated to match the <i>2018 Test Security Supplement</i> . The list of penalties has also been updated to permit the imposition of additional conditions or re- strictions upon an SBEC certificate to aid in the rehabilitation and profes- sional development of the educator who violated test security or confidential- ity or to protect students, parents, school officials, or personnel. EKBA(LEGAL) has been revised to remove outdated provisions associated with the repeal of administrative rules and the removal of inapplicable lan- guage related to the Texas Assessment of Knowledge and Skills (TAKS).			
Special Education	Legally referenced policies addressing special education services have been updated to reflect:			
	 Current Administrative Code rules on transition planning [see EHBAB(LEGAL) and EHBAD(LEGAL)]; and 			
	 Appropriate legal citations and additional details in existing law re- garding the transfer of rights to adult students [see EHBAE(LEGAL)]. 			

Special Programs	Outdated provisions that capped the percentage of compensatory education funds that could be used for DAEP expenditures and that addressed the development of college preparatory courses for the 2014–15 school year have been removed from EHBC(LEGAL).	
	EHBD(LEGAL), addressing Title I funds, has been revised to include addi- tional provisions on fiscal requirements, including maintenance of effort, the use of funds to supplement state and local funds, and prohibited uses of funds.	
Graduation	Provisions regarding notification about automatic admission requirements have been added to EIC(LEGAL) in response to administrative rule changes.	
	At EIF(LEGAL), in addition to adjusting the school years for applicable provi- sion and including references to relevant Administrative Code provisions, we have added new administrative rules implementing Senate Bill 463 (85th Leg- islative Session). The new rules permit a district to award a diploma to an in- dividual who entered grade 9 before the 2011–12 school year and who has completed the applicable curriculum requirements, but who has not success- fully passed the relevant exit-level assessment required for graduation after at least three tries. To graduate, the student must meet the alternative re- quirements for graduation in the Administrative Code or the local alternative requirements approved by the board. Information to assist districts in devel- oping these requirements for board approval was e-mailed to superinten- dents, administrative assistants, and policy contacts on April 30, 2018.	
Employment	Amended administrative rules are reflected at DF(LEGAL), the policy that ad- dresses termination of an employee. The new rules specify that SBEC can sanction an educator who does not discharge an employee if the educator knew that the employee had been adjudicated for or convicted of having an inappropriate relationship with a minor. [See also DBAA for information on sanctions against an educator who does not refuse to hire an applicant with the same criminal history described here.]	
	Policy DC(LEGAL), addressing employment of retirees, has been revised based on amended administrative rules to describe additional employment relationships with retirees that are considered "employment relationships" for purposes of the limits on employment after retirement. Additional revisions have been made regarding the required monthly certified statement of em- ployment.	
	A minor change at DBA(LEGAL) is from amended administrative rules and permits an employee to verify rather than sign his or her original service rec- ord.	

Insurance	CRG(LEGAL), addressing annuities, has been revised to align with amended administrative rules and reorganized for a more appropriate flow. The revi- sions at CRD(LEGAL) have been made to incorporate other changes to ad- ministrative rules and to better match statute.		
Compensation	DEA(LOCAL) POLICY CONSIDERATIONS* *The changes to this policy will only be applicable to districts that currently have language in their policy authorizing pay to employees during emergency closings or that have text addressing premium pay for employees required to work during an emergency closure. We have revised this local policy to clarify the district's current policy provi- sion on compensation payments to employees during emergency clos- ings. The revised text creates a default for the board to pay employees for their regular duty schedule during a closing, but provides the board flexibil- ity to decide otherwise through board action. In addition, the text requires the board, following a closure, to adopt a resolution or take other board action to establish the purpose and parameters for such payments.		
	For those districts with policies permitting premium pay during disasters, the text has been aligned with the current Federal Emergency Manage- ment Agency (FEMA) Public Assistance Program and Policy Guide (PAPPG). The PAPPG provides that FEMA determines eligibility for public assistance funding for overtime, premium pay, and compensatory time costs based on the district's written policy in place before the disaster, pro- vided the local policy:		
	 Does not make the wage payments contingent on federal funding; Is applied uniformly regardless of whether there has been a presidential declaration of a disaster; and 		
	 Has nondiscretionary criteria for when the district activates various pay types. 		
	Based on that guidance, the policy revisions recommended in this update replace text limiting premium pay to a federally declared disaster and in- stead authorize premium pay during an emergency closing for a broader set of disasters, to include a disaster declared by a federal, state, or local official or the board.		
	Please note that the availability of funds for reimbursement after a disaster includes a case-by-case determination by FEMA based on all of the eligibility requirements in the PAPPG and law.		
Employee Conduct	Additional provisions from the federal Drug-Free Workplace Act were in- cluded at DH(LEGAL) to provide a more complete explanation of the require- ments.		

DI(LOCAL) POLICY CONSIDERATIONS

With the changes at DH(LEGAL) described above and those made to DH(LOCAL) in Update 109, we recommend the deletion of DI(LOCAL), which addresses the drug-free awareness program.

DHE(LOCAL) POLICY CONSIDERATIONS

The recommended revisions in DHE(LOCAL), which addresses searches and alcohol/drug testing of employees, are to clarify that a district may remove from duty and require testing of an employee if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of district policy. The new text also addresses consequences for an employee's refusal to comply with testing and for violation of the district's drug and alcohol policy.

Recent changes to SBEC rules prompted revisions to DHB(LEGAL) to clarify reportable employee misconduct and to require the report to address current employment status, including pending actions and whether law enforcement or another agency is involved.

Counseling /Provisions on academic counseling have been moved from EJ(LEGAL) toAcademicFFEA(LEGAL), which will now result in all counselor-related duties beingGuidancehoused in one code. Provisions on transcript and diploma notations that were
previously at EJ(LEGAL) have been moved to EI(LEGAL).

Certification Provisions on principal certification have been updated to provide a more complete explanation of the requirements.

Student Issues

Attendance

FEA(LOCAL) POLICY CONSIDERATIONS

A recommended revision to this local policy on compulsory attendance requires the district to excuse a student who is 17 years of age or older for up to four days during the student's enrollment in high school in order for the student to pursue enlistment in the armed services.

At FEB(LEGAL), the policy on attendance accounting, revisions have been made to better align the text with statute and to add appropriate cross-references.

Physical Examinations / Immunizations	 Legally referenced policies on wellness and health services have been revised as follows: Spinal screening provisions have been updated at FFAA(LEGAL); Provisions at FFAB(LEGAL) regarding immunization records have been revised to more accurately reflect current statute. 		
Student Conduct	To facilitate locating the appropriate policy when circumstances warrant, a note has been added to FFH(LEGAL), the legally referenced policy on sexual harassment, to provide a reference to FB(LEGAL), which addresses discrimination on the basis of disability, sex, and other protected characteristics. FOF(LEGAL) includes additional information on requirements when expelling a student with a disability.		

October 4, 2018



Mr. Darren Webb Lago Vista ISD 8039 Bar-K Ranch Road Lago Vista, Texas 78645

RE: Civil Engineering Proposal LVHS Maintenance Road 5185 Lohmans Ford Road Lago Vista, TX 78645 HEA Proposal #18-019

Dear Mr. Webb:

We are pleased to present this proposal for civil engineering services for the above referenced project. This project includes Hagood Engineering Associates, Inc. (Engineer) assisting Lago Vista ISD (Client) in association with the road and drainage improvements along and associated with the maintenance access to the football field (Project). This Project will include curbing and repaving of the existing road, improvement of existing roadside ditches, and extension of the existing diversion channel. The Project is within the City of Lago Vista corporate limits and the LCRA Highland Lakes Watershed Ordinance (HLWO) boundary. Based upon our site meeting with Eric Belaj on September 26, the Project will require a limited Site Plan review and permit through the City of Lago Vista. The following is the scope of services HEA is proposing to provide for the Project.

Construction Documents Phase

- Meetings with City of Lago Vista and Owner as needed.
 Preparation of construction documents and specification
 - Preparation of construction documents and specifications. Plans to consist of the following:
 - a. Regulatory cover sheet
 - b. Regulatory construction notes
 - c. Erosion/Sedimentation Control and Tree Protection Plan
 - d. Dimensional Control and Paving Plan
 - e. Grading Plan
 - f. Drainage Plan
 - g. Letter of Notice for compliance for exemption from LCRA HLWO.
 - h. Sections, profiles, details as needed.
 - Construction Documents Phase Fee \$7,500.00

Regulatory Agency Submittal & Processing

- 1. Preparation of submittals and reports to:
 - City of Lago Vista Site Development Plans only. Site Development application and submittal documents to City. Address applicable comments from the City and secure applicable site development permit and/or approval. Compliance with the LCRA HLWO is permitted through the City of Lago Vista.

Regulatory Agency and Processing Phase - City

\$2,000.00

\$1,000.00

Bidding Phase

- 1. Assist Client with preparation of Bid Documents.
- 2. Answer questions from bidders as required.
- 3. Assist Client with review of bids and selection of Contractor. Bidding Phase Fees

Construction Observation Phase

- 1. Periodic site visits as required for observation of construction of work designed by HEA. Should attendance at weekly meetings be required, fee will be negotiated.
- 2. Final inspection and closeout with regulatory agencies as required by the City of Lago Vista. Construction Observation Phase Fee <u>\$2,500.00</u>

Civil Engineering Site Development Lump Sum Fees: \$13,000.00

ITEMS FURNISHED BY CLIENT:

- It is recommended to have limited survey performed to create an accurate base plan to prepare the design documents. Surveying including topographic and tree survey in digital format/ AutoCad file. This survey to be sealed and certified by Texas RPLS. An alternate is to provide use the original design documents which were not updated to reflect asbuilt topographic conditions.
- 2. Agency Submittal and Application Fees.

ITEMS SPECIFICALLY EXCLUDED

- 1. Design of architectural site details such as fencing, flagpoles, handrails, planters, surfacing features, dumpster enclosures, etc. (Engineer to coordinate with Landscape Architect for inclusion in to site development plans.)
- 2. Any plans relating to the architectural, landscape architecture, structural, mechanical, plumbing, or building electrical design.
- 3. Annexation or zoning.
- 4. Off-site utility approach mains, improvements or roads.
- 5. Any site electric, communications or data.
- 6. Floodplain studies.
- 7. Traffic Impact Analysis.
- 8. Value Engineering Review and/or Revisions.
- 9. Title, Design or Asbuilt Surveys.
- 10. Miscellaneous Easement Document Preparation or negotiations.
- 11. Miscellaneous Field Note and Sketch descriptions.
- 12. Construction Staking.
- 13. Environmental Site Assessment.
- 14. Phasing for site plan for multiple construction starts.
- 15. As-built plans for Owner use or regulatory requirement.
- 16. Printing of plans for agency review, bidding, and construction. This printing shall be a reimbursable expense at \$2.00 per sheet of Bond and \$10.00 per sheet of Mylar.
- 17. Deliveries and over-night mail services.
- 18. Regulatory Agency fees.
- 19. Submittal for Building Permits.
- 20. Preparation of the TCEQ—NPDES Storm Water Pollution Prevention Plan (SWPPP).
- 21. Submittal to the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility review. Civil plans to be submitted with Building plans.
- 22. Preparation of the TCEQ WPAP or SCS. (Will determine at Schematic if needed)

- 23. Geologic Assessment Report required for TCEQ WPAP.
- 25. Permit renewal preparation and submittal of previously issued permitted plan.
- 26. Rebid of Project.
- 27. Changes to plans due to rebidding process or value engineering.
- 28. Revisions due to Owner changes in scope, Agency comments after Site Development Permit has been issued, or Contractors construction not conforming to approved and permitted plans.
- 29. Re-inspections due to deficient work. Inspections due to out of sequence construction scheduling or contractor's means and methods.
- 30. Opinions of probable construction costs.
- 31. Water wells or Septic systems.
- 32. Negotiations with HOA or attendance at HOA meetings.
- 33. Addressing TDLR ADA post construction comments after completion of construction.
- 34. Street cut permits.
- 35. Attendance at public meetings.
- 36. Coordination with Travis County TNR for transportation and driveway permits.

We are able to start our services upon written acceptance of this proposal/contract. We will bill you monthly for services performed. In order to insure the orderly and continuous progress of the project, the Engineer shall be compensated for his services and expenses within 30 days of receipt of Invoice. For accounts past thirty (30) days the Engineer may charge interest at the rate of one and one-half percent (1.5%) per month from the due date. The Client shall reimburse the Engineer for all expense related to collections of compensation due the Engineer. These expenses consist of but not to be limited to, Attorney's fees, court cost, lost time, etc. Additional services outside the scope of services above will be billed on an hourly basis at the following rates:

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

For additional services of subconsultants a multiplier of 1.20 shall be added to the amount billed to the Client. For reimbursable expenses a multiplier of 1.20 shall be added to the expense incurred by the Engineer.

It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including construction phase services, have been performed in full by the Engineer. The Client acknowledges that the inability of the Engineer to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specification before they become costly mistakes built into the project. Therefore, in the event that this Agreement is prematurely terminated or that the Engineer is otherwise precluded from completing the services set forth herein, the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any action or loss arising from not being allowed to complete the Basic Services. Mr. Darren Webb LVHS Maintenance Road

Thank you for the opportunity to submit this proposal for Civil Engineering Services. We look forward to working with you again.

Sincerely, Hagood Engineering Associates

ACCEPTED:

Omy Lity

Terry R. Hagood, P.E. President

TRH/db

DATE

hanleywood | metrostudy

T E M P L E T O N Demographics

Demographics and Planning for School Districts

At Templeton Demographics, we know demographic trends have critical implications for school leaders, parents and the community at large. The face of our population is changing, and that is most apparent in the classroom. Add to the ever-changing state of the economy and its affect on the communities

districts serve and forecasting future needs becomes even more complicated. **Templeton Demographics is the ideal resource for school districts that need expertise and guidance as they plan.**

Population diversity, residential development and decline, increases in multi-family neighborhoods, and the availability of land pose a number of challenges for schools. Since the opening of Templeton Demographics in 2006 we have served more than 100 school districts; providing demographic studies, attendance zone planning, help establish enrollment projections, make recommendations for new schools, and accommodate growth at existing schools.



Templeton Demographics specializes in providing unmatched service to its clients. The firm does not deliver a product and then walk away. We become an extension of your staff providing ongoing knowledge as it becomes available, and providing consultation as needed. Our teams combined expertise are simply a phone call or email away.



Who we are!



Bob Templeton Vice President, School District Segment



Rocky Gardiner Director, School District Consulting



Trent Smith Consultant



Michelle Box Research Manager/ Consultant



Angie Templeton Contract Coordinator



Garrett Seale Research Analyst



Fernando Leon G.I.S. Analyst

Evan Garcia G.I.S. Analyst



Kaitlyn Hinesley Research Analyst



Jasmine Bazley Research Analyst



Our dedicated team has allowed us to become the leading demographic firm in the state of Texas, helping more districts than ever before!

Bob Templeton, Vice-President School District Segment

Bob Templeton is the person educators depend upon when they need demographic knowledge in an unbiased and understandable format, enabling better, more informed choices about the district's future. He is a genuine partner to school district clients, learning alongside them at educational conferences, attending board meetings and facilitating future planning.

In 1997, Bob became the Coordinator of Demographics and Planning for Keller ISD. His responsibilities included enrollment forecasting, attendance zone planning, and school site analysis for future schools. During this time, he developed an enrollment forecasting methodology that included cohort survival, a simple method for forecasting what the future population will look like based upon the survival of the existing population and the births that will occur.

In 2006, Bob formed Templeton Demographics. He began specializing in demographics and planning with a greater emphasis on utilizing GIS software. TD has assisted more than 100 school districts with enrollment forecasting, attendance zone planning and school site review.

This year he excelled to an even greater level by merging with the nation's number one housing research company, Metrostudy, a Hanley Wood company. Metrostudy maintains the nation's most comprehensive database of housing market information. This data allows the demographic knowledge of Templeton Demographics to be unmatched in the services they provide.

Rocky Gardiner, Director School District Consulting

Rocky Gardiner got his start as the Manager of Research at the North Central Texas Council of Governments (NCTCOG) where he was responsible for population, housing and employment projections for over 150 cities in the region during some of the fastest growing years in DFW history.

In 2004, Gardiner shifted his focus to school district demographics and joined School District Strategies, where he worked closely with Bob Templeton. As lead demographer, he was responsible for enrollment forecasting, attendance boundary planning, demographic studies and quarterly housing reports.

Reuniting in 2007 as a partner at Templeton Demographics the company has grown exponentially in terms of client-base and service offerings. Gardiner brought his extensive city planning knowledge into the school demographic platform that would benefit the long-range planning of school districts.

Trent Smith, Consultant

Trent Smith joined the Templeton team in 2013. He began his new career overseeing the production of final reports. He brings together all of the research and data collected from our housing research department to prepare a complete design of how your district looks currently and forecasting future growth. With the expertise Trent has gained in combining the GIS data along with the statistical data prepared for each individual district he has progressed into a consultant role in which district can value

Demographic Studies

Templeton Demographics provides its clients with a snapshot of enrollment based on the most recent five year history for the district, reviews proposed and existing housing developments within the district, develops a ten-year district enrollment forecast that includes ethnicity, provides five-year campus level enrollment projections, and develops grade level-by-campus enrollment projections for the next two years.

Enrollment Projections

Templeton Demographics integrates school district information regarding current enrollments at specific schools with individual neighborhood housing forecasts to create enrollment projections. Projections include a ten-year forecast for the district, a five-year campus level forecast, and a two-year by campus by grade level forecast.

Metrostudy New Home Reports: Inventory and Analysis

Templeton Demographics utilizes housing analysis, property analysis, and analytic data from our Metrostudy portal to track changing population stats nationwide. Via district stats, postal zip codes, and census data, TD is able to keep track of the status of home construction, sales, and continual development within a school district.

Boundary Planning

Templeton Demographics assists administrators as they develop new attendance zones. Staff assists the district by attending public hearings and work sessions through the completion of the boundary development process. Templeton Demographics uses GIS mapping software to make changes in attendance zones in real time and provides real-time updates on enrollment impacts during these public meetings.

GIS Mapping Services

Templeton Demographics also offers complete GIS and mapping services. Complete GIS data can be created for the district including streets, attendance boundaries, city limits, land use, appraisal records and aerial photography, where available. This data can be used to create boundary maps and PDFs for display on the district's web site, for facility planning and emergency preparedness, and in brochures and hand-outs.

Demographic Desktop with Web GIS

Templeton Demographics offers a cloud-based GIS program for access to your district's data. The Demographic Desktop holds all reports and presentations prepared for your district. You can have full access to these reports as often as you need them. Our newest addition is the **Arcview Web GIS**, designed by our own GIS team, to help you plan boundary scenarios. You can also query a multitude of district reports using the data we have imported from your district. We fully train you on how to use the **Web GIS** tool.

Demographic Desktop

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TD

Eagle Mountain-Saginaw Independent School District The Demographic Desktop is a web-based portal that allows instant access to Templeton Demographics reports, presentations, enrollment projections, district maps and our all new Web GIS tool.

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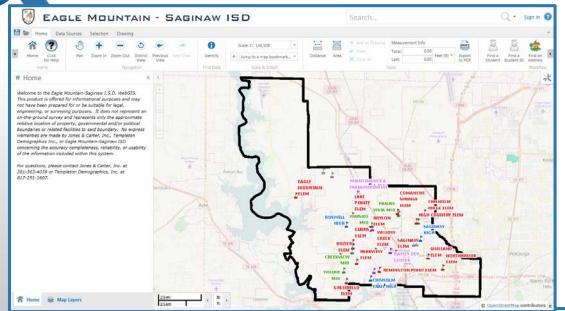
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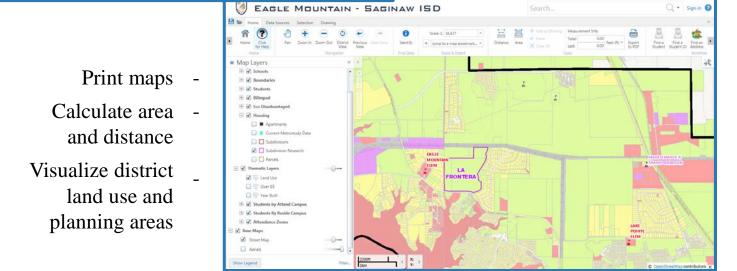
(em*s Student Ra & Ethnicit - Demographic Dashboard Quarterly Eagle Mountain-Saginaw Report Independent - Last 12 months of 1Q15 School 2014/15 Total District **Demographic Updates** 2014 District ulation Estim District 87,933 srage Home Va \$151,000 10.8% 7.7% 79,354 Year Over Year Dec. 2014 2010 Census strict Populati Year (Oct.) К 1st 2nd 3rd 4th 468 2011/12 434 455 427 486 2012/13 460 451 430 439 423 2013/14 452 470 463 424 454 Understand Today... 2014/15 473 483 479 476 430 Plan for Tomorrow 501 483 2015/16 501 488 488 2016/17 489 493 504 500 501 2017/18 498 H. C. Eagle Mountain-Saginaw ISD Updated 10 Year -2018/19 494 2019/20 503 **Enrollment Projections** 2020/21 511 **Excel Spreadsheet** 2021/22 502 2022/23 513 Most Current District Maps -

> including comparison maps, wall maps, land use & over 65

Web GIS Tool



- Search & select students
- Map transfer students
- Export query data to view specific information
- Live help with trained TD GIS staff and online web tutorials



Demographic Study

Templeton Demographics provides your district with an annual, bi-annual, or quarterly demographic report that includes information on your district's current and future growth. These reports are built by highlighting five major sections about your district: economic outlook, housing market, district enrollment projections, district maps, and student reports.



Economic Outlook

- State, regional, and local economic factors
- Unemployment Rates, Employment Sector changes, and future job opportunities
- Area population changes



Housing Market

- Regional market statistics
- Active and future housing developments
- Updated district housing data from developers, builders, city planners, and local realtors



Enrollment Projections

- Detailed enrollment history
- 10-year enrollment projections
- Forecasts by grade level and campus



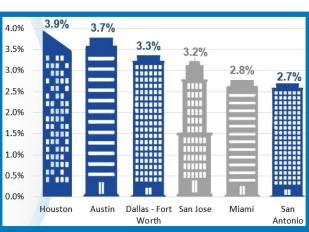
District Maps

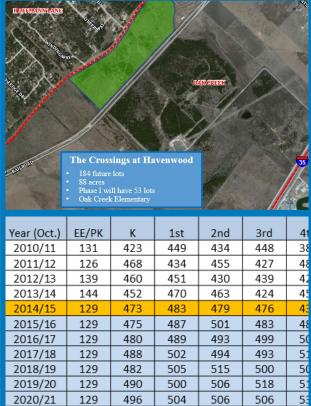
- District boundary map
- Individual campus attendance zones
- Planning area, land use, and year built district maps
- District comparison maps



Student Reports

- Student distribution reports by attending and residing campus
- Ethnicity reports by attendance level
- Over 65 exempt report



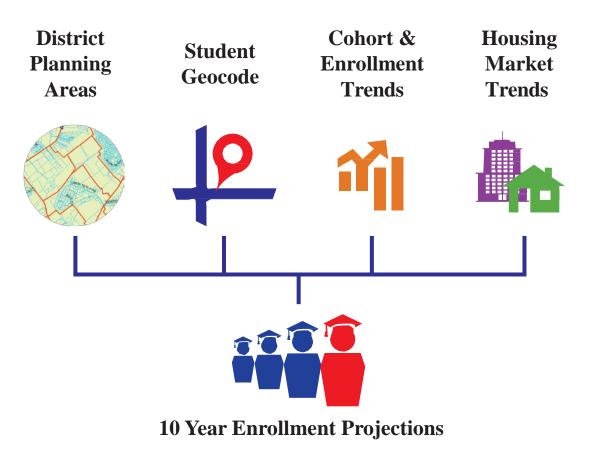






Templeton Demographics can provide your district with 10 year enrollment projections by grade and campus. To build these projections, your district is broken into small geographic sections called planning areas. Your district's students are then geocoded into our GIS mapping software to produce yields and in-depth analysis of each planning area. By using your historical enrollment data, our team is able to establish cohort patterns of growth rates within your district. Finally, we research and track all active and future single family and multi-family developments within your district as a basis for future growth. We then take all of this data and are able to provide your district with accurate 10 year enrollment projections.

Templeton Demographics' target is to project within 1% of actual enrollment for our one year forecast.



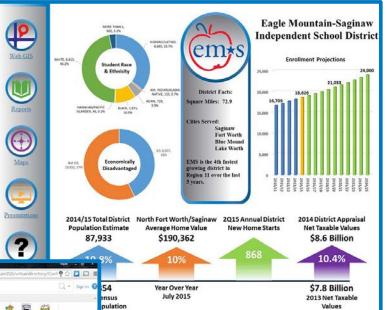
Demographic Desktop

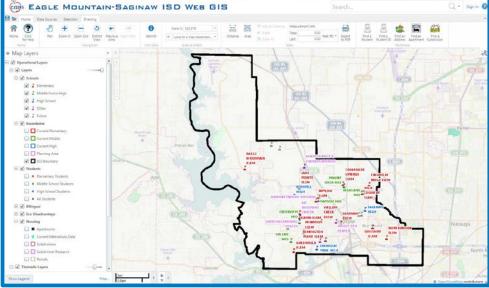
We are excited to unveil our latest innovation in school district demographics, the **Demographic Desktop** featuring **Web GIS**. This web-based portal allows instant access to Templeton Demographics reports, presentations, enrollment projections, district maps, and our all new Web GIS tools.

Demographic Dashboard

- Snapshot of the district demographics
- Last 12 months of demographic reports including an updated 10 year enrollment projections spreadsheet
- Most current district maps including comparison maps, wall maps, land use & over 65
- Most recent presentations given by TD staff

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Web GIS Tool

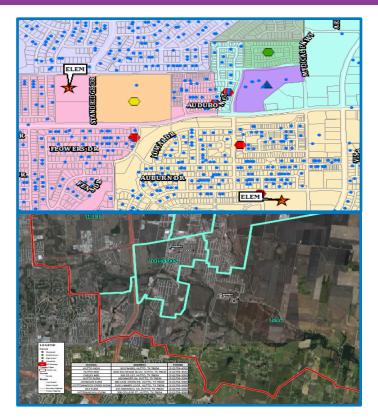
- Search & select students
- Map transfer students
- Export query data to view specific information
- Live help with trained TD GIS staff and online web tutorials
- Print maps
- Calculate area and distance
- Visualize district land use and planning areas
- And much, much more
- Additional Fee Per Year



Geographic Information System (GIS) mapping is an integral part of the **Templeton Demographics** process. Our expert staff can create complete GIS data for your district including streets, attendance boundaries, city limits, land use, appraisal records, and aerial photography, where available. This information can be used to create a variety of maps including:

- WallMaps
- Attendance Zone Maps
- PDF Maps for district websites
- Comparison Maps
- Student Density Maps
- Land Use Maps

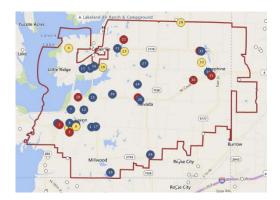
These are just a few examples of our many capabilities. These maps can be utilized for all kinds of wall displays, brochures, handouts, facility planning, and emergency preparedness.

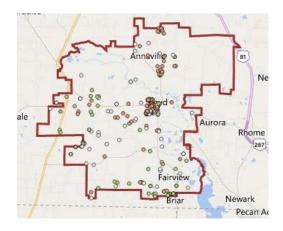


Metrostudy Partnership

metrostudy

Metrostudy Housing and Property Analysis allows the research team of TD to track the current of the real estate market in school districts across the nation. Monitoring past and present sales trends enables us to provide credible forecasts and readings to districts. Utilizing statistics updated quarterly, TD is able to present accurate calculations about future district growth to its clientele.





Templeton Demographics utilizes housing analysis, property analysis, and analytic data from **Metrostudy** to track changing population stats nationwide. Via district stats, postal zip codes, and census data, TD is able to keep track of the status of home construction, sales, and continual development within a school district.



Attendance Zone Planning



Map current district boundary and attendance zones



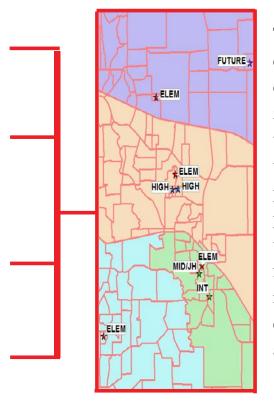
Create planning areas using student density and separate areas by subdivisions, landmarks, and natural boundaries



Research housing trends and potential future growth within the planning areas



Analyze student characteristics including economically disadvantaged and ethnicity percentages



Templeton Demographics can assist the district in development of attendance zone scenarios by analyzing these components and utilizing our own proprietary redistricting program. This tool can be used to develop boundaries for new school openings, realignments, and examining current attendance zones.



References

Hutto ISD Henry Gideon henry.gideon@huttoisd.net (512)-759-3771

Jarrell ISD Bill Chapman bill.chapman@jarrellisd.org 817-744-3958

Salado ISD Michael Novotny michael.novotny@saladoisd.org 254-947-6900



2018-19 Demographic Study

October 1, 2018

Lago Vista ISD Darren Webb, Superintendent 8039 Bar-K Ranch Road Lago Vista, Texas 78645

Templeton Demographics | Metrostudy will provide the following demographic services:

Demographic Study

- Analyze existing demographics and enrollment history for all attendance levels.
- Provide ten-year enrollment forecast by campus and grade level.
- Geo-code student database to assess current attendance patterns.
- Review single family and multi-family building patterns.
- Housing research including new starts, closings, developed vacant lots and future lots.
- Future and existing multifamily tracking.
- Single family and multifamily yield analysis.
- Deed transaction report and analysis.
- 1 onsite review meeting.
- 1 presentation to the school board and/or administrative team.



Fee Schedule

The fee for Demographic Services is \$8,500.00 for Lago Vista ISD.

The district will be invoiced after delivery of demographic report.

Presentations and meetings to review the Demographic Report will be provided at no additional cost. Electronic and hard copies of the completed report will be provided.

Please remit payment to Templeton Demographics | Metrostudy P.O. Box 79415 City of Industry, CA 91716-9415

If the listed services are acceptable, **please sign** in the space below, at which time this letter will be our agreement concerning the demographic services to be provided by Templeton Demographics | Metrostudy.

We look forward to working with your administrative team.

Respectfully submitted,

6 Vergella

Bob Templeton Vice President, School Segment

I accept and agree to the contract for demographic services:

Signed by: _____

Date: _____

Contract for Demographic Services

Prepared for:	Lago Vista Independent School District
Prepared by:	DeskMap Systems, Inc.
Date:	September 27, 2018

DeskMap Systems, Inc. submits this contract to the Lago Vista Independent School District to provide demographic services that will provide the District with information necessary to plan for future needs.

DeskMapSystems, Inc.

DeskMap Systems, Inc., P.O. Box 1636, Leander, TX 78646-1636

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B – District Input and Support	7
C – Fees for Services	
D – Acceptance	

A – Contracted Services

1. Summary of Services

The contracted demographic services for Lago Vista ISD (LVISD) are summarized below and are more thoroughly described in the following sections of this contract.

- 1. An analysis of demographic characteristics and trends will be developed to provide a benchmark to understand how, and to what degree, the school district has changed in recent years.
- 2. A digital map database for LVISD will be updated to provide the latest geography for the district. Current street files and other geographic information will be added to a base map of the school district. Locations of current student residences will be geocoded and geographic distribution will be analyzed.
- 3. An analysis of the factors contributing to population growth or decline will be completed to provide an indication of how the school district is likely to change. Housing development growth sites will be researched and analyzed in detail.
- 4. District-wide enrollment projections will be produced based upon information obtained in the study. These enrollment projections will be for each grade and will be for a ten-year period. Projections will also be produced by grade for each LVISD campus.
- 5. Campus capacities will be reviewed and evaluated against future campus enrollment projections.
- 6. A summary report will be developed and a presentation will be given to the school board and administration to communicate the highlights of the study. The report will be provided in both printed and digital formats.

2. Services

a) Demographic Analysis

Description

Develop and analyze the demographic characteristics and trends of the district. An assessment will be undertaken on a variety of variables in LVISD to track the factors and characteristics that have influenced population and enrollment change in LVISD. These variables include, but are not limited to population, households, families, race, age and income. These trends will be analyzed to determine the changes in the district in recent years as well as over the last 10 years.

b) Geographic & Student Analysis

Description

The digital map database for LVISD will be updated to include current street files, LVISD campus locations and a variety of other boundary layers and locations in LVISD.

Planning zones will be reviewed and included to further analyze smaller geographic areas and neighborhoods within the district.

Using GIS software and the LVISD student database, student addresses will be geocoded. Tables will be developed to indicate the number of students by grade in each of LVISD's planning zones. Enrollment growth by planning zone will be analyzed and mapped. A variety of maps will be developed to display growth and enrollment density within the district.

c) Residential, Commercial & Infrastructure Analysis

Description

DeskMap Systems will conduct a very complete analysis of the factors which are likely to affect future population and enrollment. Residential housing including single-family, multi-family and mobile home projects will be researched and studied in detail. Existing and planned potential growth sites will be identified. The impact of future growth on LVISD's enrollment will be determined. Home and apartment developments with projected number of units and estimated completion dates will be reported.

Other factors include commercial developments, employment issues, and infrastructure expansions/upgrades, including transportation plans.

d) Enrollment Projections

Description

Detailed student enrollment projections by grade will be developed at the District-level. These projections will be for a 10-year period. Projected numeric and percentage changes for each year of the projection period will be shown.

Projections will also be provided for each LVISD campus.

Two 10-year district-wide projections will be produced: A Conservative version for budgeting and staff planning and a Moderate version for facilities planning.

e) Capacity Analysis

Description

DeskMap Systems will review the student projections of future enrollment for each campus and evaluate the current campus capacities and proposed facility development plans. The capacities of the District's facilities will be analyzed to determine the future impact of enrollment projections on capacity. Preliminary observations will be made and discussed with District administration. Tables will be provided.

f) Develop Report and Deliver Presentation

Description

A comprehensive demographic report will be developed to communicate the findings of the study. The report will include the demographic information as well as student data, housing data, maps, tables and enrollment projections. The demographic report will be printed and 10 copies will be provided along with a digital file in Adobe Acrobat PDF format.

A presentation will be prepared and presented at a school board meeting.

B – District Input and Support

Lago Vista ISD shall provide the following necessary input and support:

- 1. Provide a file in digital form for all current District students, including physical addresses and other mutually agreed upon data.
- 2. Provide help from the District transportation department personnel for the purpose of locating District students.
- 3. Provide historical enrollment data by grade for District and each campus.
- 4. Provide capacity information for each school facility.
- 5. Provide any pertinent information and contacts for research into any other areas that have potential for future development.
- 6. Assist, if needed, in obtaining pertinent information from governmental organizations.
- 7. Request and obtain, on behalf of DeskMap Systems, information from the Travis County Appraisal District offices.
- 8. Review and validate the student enrollment projections.

C – Fees for Services

Demographic Services

The total fees for the demographic services, as described above in Section A.2, items (a) through (f), are \$19,200.

Payment Schedule

In consideration of the above described services by DeskMap Systems, Inc., Lago Vista ISD agrees to the following payment schedule:

- 1. Two monthly payments of \$6,400, the first to be invoiced at the start of the project and the second to be invoiced approximately mid-way through the project.
- 2. A final payment of \$6,400 to be invoiced at the completion of the project.

Other Optional Services

Other optional services may be provided and are scoped and priced according to DeskMap's consulting rates. In all cases, DeskMap will discuss additional services with the district to determine the scope of work and associated cost.

Cost per hour for separate tasks

Additional demographic services or presentations can be provided at \$150/hour.

Additional GIS/mapping services can be provided at \$100/hour.

Mileage costs associated with additional services not outlined in the proposal will be billed at the current mileage rate allowed by the IRS. If air travel, lodging and per diem are needed, rates will be consistent with State guidelines.

D – Acceptance

The signatures below indicate acceptance of the Contract.

	Accepted for Lago Vista ISD	Accepted for DeskMap Systems, Inc.
Signature		
Name		
Title		
Date		



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704 Phone: (512)854-7000 Fax: (512)854-7097 **ESTELA P. MEDINA** Chief Juvenile Probation Officer

September 14, 2018

Dr. Darren Webb, Superintendent Lago Vista Independent School District P.O. Box 4929 Lago Vista, Texas 78645

RE: Memorandum of Understanding (MOU) SY2018-2019 Juvenile Justice Alternative Education Program (JJAEP)

Dear Dr. Webb:

We are forwarding a copy of the Travis County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding (MOU) for September 1, 2018, through August 31, 2019. This MOU was approved by the Travis County Juvenile Board on August 16, 2018. This year there were minimal changes to the MOU, which include relevant dates, statutory references and district contact information being updated. We respectfully request approval by the Lago Vista Independent School District Board and your signature to the MOU.

The MOU, as authorized by the Texas Education Code, provides for JJAEP services to youth who are referred by school districts for mandatory as well as discretionary expulsions. Pursuant to Section Nine of the MOU, this letter serves as notification of the daily rate for discretionary Category II and IV students. At the August 16, 2018 Juvenile Board meeting, the Board set the daily rate per day of enrollment in JJAEP for SY2018-19 for students who are expelled for committing Title 5, Penal Code, felony offenses (Offenses Against Person), under Education Code Section 37.0081, at \$353.23 per day.

Please return the approved MOU to Chris Hubner, General Counsel, at 2515 South Congress Avenue, Austin, Texas 78704. We will forward a completed MOU once we have received all of the required signatures and approvals. If you have any questions, please do not hesitate to contact me at 512-854-7109.

Sincerely,

Čhris Hubner General Counsel

CC: Judge Rhonda Hurley, Chair, Travis County Juvenile Board Estela P. Medina, Chief Juvenile Probation Officer Virginia Martinez, Deputy Chief Juvenile Probation Officer

MEMORANDUM OF UNDERSTANDING FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE OF TRAVIS COUNTY

This Memorandum of Understanding ("Agreement") is an Interlocal Agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is entered into to be effective the 1st day of September, 2018, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin** Independent School District, **Del Valle** Independent School District, **Eanes** Independent School District, **Lake Travis** Independent School District, **Lago Vista** Independent School District, **Leander** Independent School District, **Manor** Independent School District, **Pflugerville** Independent School District, and **Round Rock** Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

RECITALS:

WHEREAS:

(1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a Memorandum of Understanding with the ISDs establishing a Juvenile Justice Alternative Education Program ("JJAEP"); and

(2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and

(3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code, Chapter 37; and

(4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and

(5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and

(6) The Participant ISDs recognize that the Texas Legislature has appropriated certain funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Sec. 37.010(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The relationship between the Participants necessitates this Interlocal Agreement;

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:

SECTION ONE: DEFINITIONS

For purposes of this Agreement:

1.1 "discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f) or (i) or Sec. 37.0052.

1.1.b. "discretionary Category II" shall mean any student who is expelled for committing an off-campus offense under Texas Education Code Sec. 37.0081(a);

1.1.c. "discretionary Category III" shall mean any student who is a publicly Registered Sex Offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.1.d. "discretionary Category IV" shall mean any student who meets the definitions in Sections 1.1.a–c. above and whose placement in the JJAEP would exceed a school district's allotted discretionary placements as set forth in section 4.8(A) of this Agreement.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "mandatory expulsion" shall mean any student who is expelled pursuant to the provisions of Texas Education Code Sec. 37.007 (a), (d) or (e).

1.4 "rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. A student may be expelled and placed in the JJAEP if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior despite documented behavioral interventions. Serious misbehavior, as defined by Texas Education Code 37.007(c), means:

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

SECTION THREE: GOVERNANCE OF JJAEP CO-OP

3.1 <u>Composition of Governing Body</u> - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 <u>Executive Committee</u> - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB, each to be appointed by their respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the

Executive Committee shall be filled by appointment by the governing body represented thereby.

The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 <u>Quorum and Voting</u> - Four (4) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 <u>Voting Rights</u> - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 <u>Chair</u> - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 <u>Meetings</u> - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. If the Executive Committee does not designate the place of meeting, the meeting shall be held at the Administrative Offices of the Austin Independent School District, 1111 West 6th Street, Austin, Texas, 78703. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 <u>Notice of Meeting</u> - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

- 3.11 <u>Duties</u> The activities of the Executive Committee shall include, but not be limited to the following:
- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Justice Department pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 221.002(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- B. To review the contractual requirements and arrangements between the TCJB and third-party providers of goods and services in connection with the creation and operation of the JJAEP Co-Op, and to make recommendations to the TCJB in connection with such contracts;
- C. To act as a liaison between the Participants and any third-party providers of programs or services. Such liaison services shall include, but not be limited to general communications, problem resolution, and Participant meeting coordination;
- D. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP Co-Op; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the JJAEP Co-Op;
- E. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- F. To assist the TCJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP Co-Op;
- G. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Probation Commission; and
- H. To formulate and recommend a consistent method for calculating the budget and cost projections for the JJAEP Co-Op.

3.12 <u>JJAEP Co-Op Executive Committee Compensation</u> - No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.

SECTION FOUR: STUDENT PLACEMENT IN JJAEP

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010(a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

4.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law.

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice. The information provided by the ISD for any student expelled for serious misbehavior under Texas Education Code Sec. 37.007(c), shall include documentation of the serious misbehavior and documentation of the behavioral interventions provided by the ISD prior to the expulsion.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts

to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. The ISDs agree that a placement term of no less than one six week grading period will be required, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 or Section 4.10 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four (4) discretionary students in the JJAEP Co-Op at the same time during the school year. Any district that exceeds four (4) discretionary enrollments at the same time will be billed in accordance with Section 9.1.b. of this Agreement. These students must meet the definitions of discretionary Category I, II, III and IV students, as set forth by this Agreement.
- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.
- C. Discretionary students will not be accepted into the JJAEP if the student is seventeen (17) years of age or older, and not under the jurisdiction of the juvenile court.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements, and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to accommodate the additional mandatory expulsion student. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

In the event the JJAEP has reached maximum capacity and a school district with fewer than four (4) discretionary placements refers a student for placement based on a discretionary offense, the JJAEP Manager will identify any district(s) with more than four (4) discretionary student placements and determine which discretionary student(s) from these districts must be dismissed from the JJAEP to accommodate the referral from the district with fewer than four (4) discretionary placements. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "discretionary category II" student for a felony offense under Texas Education Code Sec. 37.0081(a) shall be returned to the sending ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense;
- b. The student is acquitted;
- c. The student completes the term of placement;
- d. The student is assigned to another program; or
- e. The student graduates from high school.

4.10 A student who is assigned to the JJAEP for engaging in serious misbehavior, as defined by and pursuant to Texas Education Code Sec. 37.007(c) will be returned to the sending ISD upon the completion of the semester or, in circumstances when the student is expelled within 6 weeks of the end of a semester, the completion of the following semester, unless otherwise returned earlier by expiration of the term of the expulsion or by other mutual agreement.

SECTION FIVE: LIAISON

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the

Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational no later than the first day of school in each year in which this Agreement continues in force and effect. The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

SECTION SEVEN: TRANSPORTATION

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student, as provided under Texas Family Code Sec. 58.0051 and 58.0052.

8.2 All student education records discussed or reviewed by any person specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court,

Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

- 8.3 Each ISD shall be responsible for providing the JJAEP the following educational records prior to the students' admission to the JJAEP:
 - a. Grades and transcript (current and past semester)
 - b. Immunization records
 - c. Special Education assessments if applicable
 - d. ARD and IEP information if applicable
 - e. Current information related to state-mandated assessments
 - f. Attendance and grades for one prior full semester

SECTION NINE: FUNDING FOR JJAEP CO-OP

9.1.a. <u>Daily Rate for Discretionary Category I and III Students</u> - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Justice Department for mandatory expulsion students, for each day a "discretionary category I" student, who is expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i), and "discretionary category III" student, who is placed as a publicly Registered Sex Offender pursuant to Texas Education Code Chapter 37, Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. <u>Daily Rate for Discretionary Category II and IV Students</u> - The ISDs will be billed a daily rate based on the actual operational costs as determined by the TCJB based on the Board's annual audit for each day a "discretionary category II" student who was expelled for a felony pursuant to Texas Education Code Sec. 37.0081, or "discretionary Category IV" student is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2018-2019 will be set by the TCJB at their duly noticed meeting in August 2018, and notification will be provided to all ISDs under this Agreement.

9.2 <u>Rollover Funds</u> - If any portion of the funds paid by the ISDs hereunder remain unused at the end of any school year, such funds shall become rollover funds for the following year, and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 <u>Maintenance of Depository Account</u> - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account, as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year. 9.4 <u>Accounting</u> - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 <u>Billing</u> - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 <u>Audit</u> - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 <u>Budget</u> - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

SECTION TEN: SPECIAL SERVICES

10.1 The TCJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The ISD in which a student resides shall provide and fund related services specified in the Individualized Education Plan to eligible students under the Individuals with Disabilities Education Act.

10.2 TCJB and the ISDs shall cooperate in the provision of related services to students placed in the JJAEP Co-Op.

10.3 Each ISDs shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD's Admission, Review and Dismissal Committee ("ARD") meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a special education student in the JJAEP Co-Op. The ISDs shall be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the ARD Committee meetings shall satisfy the requirement for the Individual Student Services Plan transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a discretionary student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student's educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the JJAEP Co-Op.

SECTION ELEVEN: EXPEDITED MAGISTRATE SYSTEM

11.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the Education and the Juvenile Justice Codes. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Juvenile Probation Department Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense that may result in placement in the JJAEP Co-Op not later than the next working day after the referral is received.
- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven (7) school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.
- C. Upon receipt of a referral or Preliminary Investigation Report on a student eligible for placement in the JJAEP Co-Op, the District Attorney shall review such referral or Preliminary Investigation Report, and shall file a delinquency petition, if appropriate, not later than five (5) working days after receipt of the Preliminary Investigation Report.
- D. The juvenile court hearing on a delinquency petition filed under subsection (C) herein shall be conducted no later than fourteen (14) days after the delinquency petition is filed. It is the intent of the Participants that the term of probation for any student placed in the JJAEP Co-Op will not be shorter than the term of the student's expulsion from school.

SECTION TWELVE: ACADEMIC REVIEW AND TRANSITION

12.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan ("ISSP") prepared by the ISSP transition team to meet the student's individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student's emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons

deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under the Individuals with Disabilities Education Act, no ISSP transition team review shall be required under this section.

12.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

12.3 The TCJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:

- A. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability, and competency building.
- B. Implementation of the individual student's ISSP transition plan, including wraparound services identified in the ISSP transition plan. The transition plan will be developed and agreed to by the student's JJAEP Co-Op transition team. The courtordered portion of the ISSP transition plan may include, but not be limited to community service, parent classes, counseling, and other appropriate services.

12.4 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular educational setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

SECTION THIRTEEN: <u>TERM OF AGREEMENT</u>

13.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2019. This Agreement shall be automatically renewed for an additional term of one (1) year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one (1) year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Justice Department to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

13.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

SECTION FOURTEEN: MISCELLANEOUS

14.1 <u>Records and Reporting Requirements</u> - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

14.2 <u>Legal Requirements</u> - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

14.3 <u>Notice</u> - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either: 1) delivered by hand to the party or the party's designated agent; 2) deposited in the United States mail, postage paid; 3) transmitted by telecopy; 4) transmitted by electronic mail transmission; or 5) delivered by a reputable courier service, to the following address or telecopy number:

Austin Independent School District:Dr. Paul Cruz Superintendent of SchoolsAustin Independent School District1111 West 6th Street, Suite A-250Austin, Texas 78703512- 414-2412 PHONE512- 414-1486 FAXe-mail: superintendent@austinisd.org

Del Valle Independent School District:

Dr. Kelly Crook, Superintendent of Schools Del Valle Independent School District 5301 Ross Road, Suite 103 Del Valle, TX 78617 512- 386-3010 PHONE 512- 386-3015 FAX e-mail: Kelly.crook@del-valle.k12.tx.us

Eanes Independent School District:

Dr. Tom Leonard, Superintendent of Schools Eanes Independent School District 601 Camp Craft Road Austin, TX 78746 512- 732-9001 PHONE 512- 732-9005 FAX e-mail: supt@eanesisd.net

Lake Travis Independent School District:

Dr. Brad Lancaster, Superintendent of Schools Lake Travis Independent School District 3322 Ranch Road 620 South Austin, TX 78738 512- 533-6020 PHONE 512- 533-6001 FAX e-mail: tobina@ltisdschools.org

Lago Vista Independent School District:

Mr. Darren Webb, Superintendent of Schools Lago Vista Independent School District P.O. Box 4929 Lago Vista, TX 78645-0001 512- 267-8300 PHONE 512- 267-8304 FAX e-mail: <u>darren_webb@lagovista.txed.net</u>

Leander Independent School District:

Dr. Dan Troxell, Superintendent of Schools Leander Independent School District P.O. Box 218 Leander, Texas 78646 512-570-0000 PHONE 512-570-0048 FAX e-mail: superintendent@leanderisd.org

Manor Independent School District:

Dr. Royce Avery, Superintendent of Schools Manor Independent School District P.O. Box 359 Manor, TX 78653 512- 278-4002 PHONE 512- 278-4017 FAX e-mail: <u>Royce.avery@manorisd.net</u>

Pflugerville Independent School District:

Dr. Douglas Killian, Superintendent of Schools Pflugerville Independent School District 1401 West Pecan Street Pflugerville, TX 78660-2518 512- 594-0000 PHONE 512- 594-0011 FAX e-mail: <u>superintendent@pfisd.net</u>

Round Rock Independent School District:

Dr. Steve Flores, Superintendent of Schools Round Rock Independent School District 1311 Round Rock Avenue Round Rock, Texas 78681 512- 464-5022 PHONE 512- 464-5055 FAX e-mail: superintendent rrisd@roundrockisd.org

Travis County Juvenile Board:

Honorable Rhonda Hurley 98th District Court Chair, Travis County Juvenile Board 1000 Guadalupe Street, 5th Floor Austin, Texas 78701 512- 854-9384 PHONE 512- 854-9332 FAX

Travis County:

Honorable Sarah Eckhardt, Travis County Judge
700 Lavaca, Suite 2.300
Austin, Texas 78701
512- 854-9555 PHONE 512- 854-9535 FAX
with a copy to the Travis County Attorney:

Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701
512- 854-9415 PHONE 512- 854-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

14.4 <u>Amendments</u> - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

14.5 <u>Integration Clause</u> - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

14.6 <u>Partial Invalidity</u> - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

14.7 <u>Non-assignability</u> - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

14.8 <u>Waiver</u> - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

14.9 <u>Immunity</u> - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

14.10 <u>Available Funds</u> - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

14.11 <u>Open Meetings</u> - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

14.12 <u>Mediation</u> - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute rising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and

Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

IN WITNESS THEREOF, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

APPROVED:

Honorable Rhonda/Hurley Chair, Travis County Juvenile Board

APPROVED

Honorable Sarah Eckhardt Travis County Judge

APPROVED:

Austin Independent School District

APPROVED:

Eanes Independent School District

APPROVED:

Del Valle Independent School District

APPROVED:

Lago Vista Independent School District

APPROVED:

Lake Travis Independent School District

APPROVED:

Leander Independent School District

APPROVED:

Manor Independent School District

Pflugerville Independent School District

APPROVED:

Round Rock Independent School District

Revenues Expenditures 2018-2019

Sep-18									
8.33%	18-19								
	Current Year								
REVENUES		BUDGE	т	ACTUAL		BALANCE		BUDGET	
57xx	LOCAL TAX REVENUES	\$	17,498,350	\$	70,187	\$	17,428,163		0.40%
58XX	STATE PROG. REVENUES	\$	1,221,400	\$	40,994	\$	1,180,406		3.36%
59XX	FEDERAL PROG. REVENUES	\$	165,000	\$	-	\$	165,000		0.00%
79XX	OTHER RESOURCES	\$	-	\$	-	\$	-		
	TOTAL REVENUE	\$	18,884,750	\$	111,181	\$	18,773,569	-	0.59%
						\$	-		
EXPENDITURES		BUDGE	т	ACTUAL		BALANCE		BUDGET	
11	INSTRUCTION	\$	6,729,950	\$	564,595	\$	6,165,355		8.39%
12	LIBRARY	\$	135,457	\$	10,186	\$	125,271		7.52%
13	STAFF DEVELOPMENT	\$	26,800	\$	653	\$	26,147		2.44%
21	INST. ADMINISTRATION	\$	239,262	\$	18,877	\$	220,385		7.89%
23	SCHOOL ADMINISTRATION	\$	883,138	\$	69,865	\$	813,273		7.91%
31	GUID AND COUNSELING	\$	474,491	\$	38,834	\$	435,657		8.18%
33	HEALTH SERVICES	\$	156,384	\$	13,591	\$	142,793		8.69%
34	PUPIL TRANSP - REGULAR	\$	501,500	\$	15	\$	501,485		0.00%
36	CO-CURRICULAR ACT	\$	686,534	\$	38,761	\$	647,773		5.65%
41	GEN ADMINISTRATION	\$	669,383	\$	44,156	\$	625,227		6.60%
51	PLANT MAINT & OPERATION	\$	2,093,295	\$	178,145	\$	1,915,150		8.51%
52	SECURITY	\$	6,600	\$	420	\$	6,180		6.36%
53	DATA PROCESSING	\$	324,389	\$	39,814	\$	284,575		12.27%
61	COMMUNITY SERVICE	\$	1,500	\$	637	\$	863		42.46%
71	DEBT SERVICE					\$	-		
81	CAPITAL PROJECTS					\$	-		
91	STUDENT ATTENDANCE CR	\$	5,442,000	\$	-	\$	5,442,000		0.00%
99	TRAVIS COUNTY APP	\$	93,000	\$	22,282	\$	70,718		23.96%
0	OTHER USES					\$	-		
	TOTAL EXPENDITURES	\$	18,463,683	\$	1,040,830	\$	17,422,853		5.64%

Sep-17 8.33%

17-18

	Current Year							
REVENUES		BUDGE	r	ACTUAL		BALANCE		BUDGET
57xx	LOCAL TAX REVENUES	\$	15,285,734	\$	44,356	\$	15,241,378	0.29%
58XX	STATE PROG. REVENUES	\$	1,201,253	\$	-	\$	1,201,253	0.00%
59XX	FEDERAL PROG. REVENUES	\$	15,000	\$	-	\$	15,000	0.00%
79XX	OTHER RESOURCES	\$	-	\$	-	\$	-	#DIV/0!
	TOTAL REVENUE	\$	16,501,987	\$	44,356	\$	16,457,631	0.27%
						\$	-	
EXPENDITURES		BUDGE	г	ACTUAL		BALANCE		BUDGET
11	INSTRUCTION	\$	6,777,028	\$	136,724	\$	6,640,304	2.02%
12	LIBRARY	\$	132,630	\$	45	\$	132,585	0.03%
13	STAFF DEVELOPMENT	\$	28,600	\$	678	\$	27,922	2.37%
21	INST. ADMINISTRATION	\$	248,514	\$	18,334	\$	230,180	7.38%
23	SCHOOL ADMINISTRATION	\$	881,716	\$	68,531	\$	813,185	7.77%
31	GUID AND COUNSELING	\$	408,524	\$	17,972	\$	390,552	4.40%
33	HEALTH SERVICES	\$	157,980	\$	5,941	\$	152,039	3.76%
34	PUPIL TRANSP - REGULAR	\$	501,500	\$	3,970	\$	497,530	0.79%
36	CO-CURRICULAR ACT	\$	647,365	\$	43,377	\$	603,988	6.70%
41	GEN ADMINISTRATION	\$	652,281	\$	44,627	\$	607,654	6.84%
51	PLANT MAINT & OPERATION	\$	1,515,715	\$	145,317	\$	1,370,398	9.59%
52	SECURITY	\$	6,600	\$	560	\$	6,040	8.48%
53	DATA PROCESSING	\$	333,146	\$	15,829	\$	317,317	4.75%
61	COMMUNITY SERVICE	\$	7,692	\$	-	\$	7,692	0.00%
71	DEBT SERVICE	\$	-	\$	-	\$	-	#DIV/0!
81	CAPITAL PROJECTS	\$	-	\$	-	\$	-	#DIV/0!
91	STUDENT ATTENDANCE CR	\$	4,454,017	\$	-	\$	4,454,017	0.00%
99	TRAVIS COUNTY APP	\$	92,000	\$	22,267	\$	69,733	24.20%
0	OTHER USES	\$	-	\$	-	\$	-	

TOTAL EXPENDITURES

\$

16,845,308 \$

524,172

\$

3.11%

16,321,136

TAX COLLECTIONS

Date Run: 10-04-2018 8:52 PM Cnty Dist: 227-912

Fund 199 / 9 GENERAL FUND

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

Program: FIN3050 Page: 1 of 9 File ID: C

	Estimated Revenue	Revenue Realized	Revenue Realized	Revenue	Percent
-	(Budget)	Current	To Date	Balance	Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	17,270,000.00	-45,094.89	-45,094.89	17,224,905.11	.26%
5730 - TUITION & FEES FROM PATRONS	24,750.00	.00	.00	24,750.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	176,100.00	-11,376.06	-16,718.06	159,381.94	9.49%
5750 - REVENUE	27,500.00	-867.90	-8,373.90	19,126.10	30.45%
Total REVENUE-LOCAL & INTERMED	17,498,350.00	-57,338.85	-70,186.85	17,428,163.15	.40%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	680,000.00	.00	.00	680,000.00	.00%
5830 - TRS ON-BEHALF	541,400.00	.00	-40,994.14	500,405.86	7.57%
Total STATE PROGRAM REVENUES	1,221,400.00	.00	-40,994.14	1,180,405.86	3.36%
5900 - FEDERAL PROGRAM REVENUES					
5930 - VOC ED NON FOUNDATION	165,000.00	.00	.00	165,000.00	.00%
Total FEDERAL PROGRAM REVENUES	165,000.00	.00	.00	165,000.00	.00%
Total Revenue Local-State-Federal	18,884,750.00	-57,338.85	-111,180.99	18,773,569.01	.59%

Date Run: 10-04-2018 8:52 PM Cnty Dist: 227-912

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

Encumbrance

Expenditure

Current

Program: FIN3050 Page: 2 of 9 File ID: C

Percent

Fund 199 / 9 GENERAL FUND

	Budget	YTD	YTD	Expenditure	Balance	Expended
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-6,729,950.00	30,597.13	564,594.80	.00	-6,134,758.07	8.39%
6200 - PURCHASE & CONTRACTED SVS	-160,500.00	60,781.51	14,879.37	.00	-84,839.12	9.27%
6300 - SUPPLIES AND MATERIALS	-212,603.00	39,060.31	18,135.09	.00	-155,407.60	8.53%
6400 - OTHER OPERATING EXPENSES	-22,000.00	.00	400.00	.00	-21,600.00	1.82%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-26,000.00	24,999.00	.00	.00	-1,001.00	00%
Total Function11 INSTRUCTION	-7,151,053.00	155,437.95	598,009.26	.00	-6,397,605.79	8.36%
12 - LIBRARY						
6100 - PAYROLL COSTS	-125,692.00	.00	10,185.86	.00	-115,506.14	8.10%
6200 - PURCHASE & CONTRACTED SVS	-2,900.00	398.25	.00	.00	-2,501.75	00%
6300 - SUPPLIES AND MATERIALS	-6,400.00	544.04	.00	.00	-5,855.96	00%
6400 - OTHER OPERATING EXPENSES	-465.00	.00	.00	.00	-465.00	00%
Total Function12 LIBRARY	-135,457.00	942.29	10,185.86	.00	-124,328.85	7.52%
13 - CURRICULUM						
6100 - PAYROLL COSTS	.00	.00	28.11	.00	28.11	.00%
6300 - SUPPLIES AND MATERIALS	-2,400.00	.00	250.00	.00	-2,150.00	10.42%
6400 - OTHER OPERATING EXPENSES	-24,400.00	3,216.00	375.00	.00	-20,809.00	1.54%
Total Function13 CURRICULUM	-26,800.00	3,216.00	653.11	.00	-22,930.89	2.44%
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-227,887.00	.00	18,711.63	.00	-209,175.37	8.21%
6200 - PURCHASE & CONTRACTED SVS	-1,850.00	.00	.00	.00	-1,850.00	00%
6300 - SUPPLIES AND MATERIALS	-4,400.00	.00	.00	.00	-4,400.00	00%
6400 - OTHER OPERATING EXPENSES	-5,125.00	.00	165.00	.00	-4,960.00	3.22%
Total Function21 INSTRUCTIONAL	-239,262.00	.00	18,876.63	.00	-220,385.37	7.89%
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-867,413.00	.00	69,865.21	.00	-797,547.79	8.05%
6200 - PURCHASE & CONTRACTED SVS	-2,000.00	.00	.00	.00	-2,000.00	00%
6300 - SUPPLIES AND MATERIALS	-6,250.00	274.91	.00	.00	-5,975.09	00%
6400 - OTHER OPERATING EXPENSES	-7,475.00	390.00	.00	.00	-7,085.00	00%
Total Function23 CAMPUS ADMINISTRATION	-883,138.00	664.91	69,865.21	.00	-812,607.88	7.91%
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-460,391.00	.00	38,359.67	.00	-422,031.33	8.33%
6200 - PURCHASE & CONTRACTED SVS	-2,050.00	.00	.00	.00	-2,050.00	00%
6300 - SUPPLIES AND MATERIALS	-9,000.00	448.40	.00	.00	-8,551.60	00%
6400 - OTHER OPERATING EXPENSES	-3,050.00	130.00	474.00	.00	-2,446.00	15.54%
Total Function31 GUIDANCE AND	-474,491.00	578.40	38,833.67	.00	-435,078.93	8.18%
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-149,448.00	.00	13,342.34	.00	-136,105.66	8.93%
6300 - SUPPLIES AND MATERIALS	-3,650.00	.00	248.50	.00	-3,401.50	6.81%
6400 - OTHER OPERATING EXPENSES	-3,250.00	549.64	.00	.00	-2,700.36	00%
Total Function33 HEALTH SERVICES	-156,348.00	549.64	13,590.84	.00	-142,207.52	8.69%
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE & CONTRACTED SVS	-435,000.00	.00	.00	.00	-435,000.00	00%
6300 - SUPPLIES AND MATERIALS	-59,000.00	200.00	.00	.00	-58,800.00	00%
6400 - OTHER OPERATING EXPENSES	-7,500.00	1,028.84	15.16	.00	-6,456.00	.20%
Total Function34 PUPIL TRANSPORTATION-	-501,500.00	1,228.84	15.16	.00	-500,256.00	.00%

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

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Fund 199 / 9 GENERAL FUND

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-340,304.00	.00	25,837.34	.00	-314,466.66	7.59%
6200 - PURCHASE & CONTRACTED SVS	-60,050.00	260.00	4,575.00	.00	-55,215.00	7.62%
6300 - SUPPLIES AND MATERIALS	-93,000.00	9,245.82	1,825.60	.00	-81,928.58	1.96%
6400 - OTHER OPERATING EXPENSES	-193,180.00	7,840.86	6,523.14	.00	-178,816.00	3.38%
Total Function36 CO-CURRICULAR ACTIVITIES	-686,534.00	17,346.68	38,761.08	.00	-630,426.24	5.65%
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-419,632.00	.00	32,433.55	.00	-387,198.45	7.73%
6200 - PURCHASE & CONTRACTED SVS	-154,001.00	22,191.17	6,360.99	.00	-125,448.84	4.13%
6300 - SUPPLIES AND MATERIALS	-6,000.00	576.67	639.89	.00	-4,783.44	10.66%
6400 - OTHER OPERATING EXPENSES	-89,750.00	275.00	4,721.30	.00	-84,753.70	5.26%
Total Function41 GENERAL ADMINISTRATION	-669,383.00	23,042.84	44,155.73	.00	-602,184.43	6.60%
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-177,232.00	.00	14,850.34	.00	-162,381.66	8.38%
6200 - PURCHASE & CONTRACTED SVS	-1,228,500.00	228,933.67	86,135.49	.00	-913,430.84	7.01%
6300 - SUPPLIES AND MATERIALS	-608,938.00	43,777.18	650.78	.00	-564,510.04	.11%
6400 - OTHER OPERATING EXPENSES	-78,625.00	.00	76,508.00	.00	-2,117.00	97.31%
Total Function51 PLANT MAINTENANCE &	-2,093,295.00	272,710.85	178,144.61	.00	-1,642,439.54	8.51%
52 - SECURITY						
6200 - PURCHASE & CONTRACTED SVS	-6,000.00	420.00	420.00	.00	-5,160.00	7.00%
6300 - SUPPLIES AND MATERIALS	-600.00	.00	.00	.00	-600.00	00%
Total Function52 SECURITY	-6,600.00	420.00	420.00	.00	-5,760.00	6.36%
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-234,189.00	.00	20,278.36	.00	-213,910.64	8.66%
6200 - PURCHASE & CONTRACTED SVS	-69,200.00	33,292.00	16,408.00	.00	-19,500.00	23.71%
6300 - SUPPLIES AND MATERIALS	-17,000.00	5,368.30	3,127.21	.00	-8,504.49	18.40%
6400 - OTHER OPERATING EXPENSES	-4,000.00	.00	.00	.00	-4,000.00	00%
Total Function53 DATA PROCESSING	-324,389.00	38,660.30	39,813.57	.00	-245,915.13	12.27%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	.00	.00	636.86	.00	636.86	.00%
6300 - SUPPLIES AND MATERIALS	-1,500.00	.00	.00	.00	-1,500.00	00%
Total Function61 COMMUNITY SERVICES	-1,500.00	.00	636.86	.00	-863.14	42.46%
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE & CONTRACTED SVS	-5,442,000.00	.00	.00	.00	-5,442,000.00	00%
Total Function91 CHAPTER 41 PAYMENT	-5,442,000.00	.00	.00	.00	-5,442,000.00	00%
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE & CONTRACTED SVS	-93,000.00	.00	22,282.48	.00	-70,717.52	23.96%
Total Function99 PAYMENT TO OTHER	-93,000.00	.00	22,282.48	.00	-70,717.52	23.96%
Total Expenditures	-18,884,750.00	514,798.70	1,074,244.07	.00	-17,295,707.23	5.69%

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Cnty Dist:	227-912	Comparison of Re
		Lago Vi

Fund 240 / 9 SCHOOL BRKFST & LUNCH PROGRAM

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

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_	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - REVENUE	250,251.00	.00	-9,331.78	240,919.22	3.73%
Total REVENUE-LOCAL & INTERMED	250,251.00	.00	-9,331.78	240,919.22	3.73%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	6,500.00	.00	.00	6,500.00	.00%
Total STATE PROGRAM REVENUES	6,500.00	.00	.00	6,500.00	.00%
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	248,749.00	.00	.00	248,749.00	.00%
Total FEDERAL PROGRAM REVENUES	248,749.00	.00	.00	248,749.00	.00%
Total Revenue Local-State-Federal	505,500.00	.00	-9,331.78	496,168.22	1.85%

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Cnty Dist:	227-912	Comparison of Expenditures and Encumbrances to Budget	Page: 5 of	9
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Fund 240 / 9	9 SCHOOL BRKFST & LUNCH PROGRAM	As of September		

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6300 - SUPPLIES AND MATERIALS	-505,500.00	63,938.47	2,325.90	.00	-439,235.63	.46%
Total Function35 FOOD SERVICES	-505,500.00	63,938.47	2,325.90	.00	-439,235.63	.46%
Total Expenditures	-505,500.00	63,938.47	2,325.90	.00	-439,235.63	.46%

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Cnty Dist:	227-912	Comparison of Revenue to Budget
		Lago Vista ISD
Fund 599 /	9 DEBT SERVICE FUND	As of September

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	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	4,233,000.00	-10,995.88	-10,995.88	4,222,004.12	.26%
5740 - INTEREST, RENT, MISC REVENUE	40,000.00	-2,954.66	-2,954.66	37,045.34	7.39%
Total REVENUE-LOCAL & INTERMED	4,273,000.00	-13,950.54	-13,950.54	4,259,049.46	.33%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	65,000.00	.00	.00	65,000.00	.00%
Total STATE PROGRAM REVENUES	65,000.00	.00	.00	65,000.00	.00%
Total Revenue Local-State-Federal	4,338,000.00	-13,950.54	-13,950.54	4,324,049.46	.32%

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Fund 599 / 9	DEBT SERVICE FUND	As of September		

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-4,240,000.00	.00	.00	.00	-4,240,000.00	00%
Total Function71 DEBT SERVICES	-4,240,000.00	.00	.00	.00	-4,240,000.00	00%
Total Expenditures	-4,240,000.00	.00	.00	.00	-4,240,000.00	00%

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Fund 711 /	9 LITTLE VIKINGS DAYCARE	As of September		

_	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5730 - TUITION & FEES FROM PATRONS	106,000.00	.00	-6,999.77	99,000.23	6.60%
Total REVENUE-LOCAL & INTERMED	106,000.00	.00	-6,999.77	99,000.23	6.60%
5800 - STATE PROGRAM REVENUES					
5830 - TRS ON-BEHALF	6,300.00	.00	.00	6,300.00	.00%
Total STATE PROGRAM REVENUES	6,300.00	.00	.00	6,300.00	.00%
Total Revenue Local-State-Federal	112,300.00	.00	-6,999.77	105,300.23	6.23%

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 Comparison of Expenditures and Encumbrances to Budget
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 Fund 711/9
 LITTLE VIKINGS DAYCARE
 As of September

Encumbrance Expenditure Current Percent Budget YTD YTD Expenditure Balance Expended 6000 - EXPENDITURES 61 - COMMUNITY SERVICES 6100 - PAYROLL COSTS -106,980.00 .00 10,316.45 .00 -96,663.55 9.64% 6300 - SUPPLIES AND MATERIALS -1,220.00 200.00 .00 .00 -1,020.00 -.00% 6400 - OTHER OPERATING EXPENSES -4,100.00 397.39 102.61 .00 -3,600.00 2.50% 6600 - CPTL OUTLY LAND BLDG & EQUIP -7,000.00 .00 6,432.00 .00 -568.00 91.89% Total Function61 COMMUNITY SERVICES -119,300.00 -101,851.55 14.12% 597.39 16,851.06 .00 **Total Expenditures** -119,300.00 597.39 16,851.06 .00 -101,851.55 14.12%



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 on Monday, September 10, 2018, at 6:00pm in the Board Room in Viking Hall, 8039 Bar-K Ranch Road, Lago Vista, Texas 78645.

LVISD Board Member

Scott Berentsen Sharon Abbott Laura Vincent Michael Bridges

Stacy Eleuterius Jerrell Roque David Scott

Also Present

Darren Webb, Superintendent Jason Stoner, Director of Finance Russell Maynard, Director of Technology Holly Hans Jackson, Comm. Coordinator

- Pledge of Allegiance/Call to Order At 6:00pm, Scott Berentsen called the meeting to order and led in pledges to the American and Texas flags.
- 2. Discussion of Local Policy FFAA

Mr. Webb noted currently, the Dept. of Health encourages districts NOT to take students out of the classroom when they have live lice, as it is not a contagious disease but a social issue. Our current local policy is very vague. Nurse Gina Carmichael spoke to board and noted that we currently follow the CDC rule in the district. The Texas board of health recently added to their policy "schools may have a stricter policy if they choose." Per Gina Carmichael, as a community, that is overwhelmingly what parents want – A no live lice policy After some discussion with Gina Carmichael, Michelle Jackson, and Stacie Davis – the board agreed that we should pursue changing Local Policy.

Discussion/Approval of replacement of PA system at MS and IS
 The Middle School PA system has gone out and there have been no announcements at MS.
 Of the included quotes, Mr. Webb recommends we go with TFE for install in the amount of
 \$37,188 per their quote.
 Install Degree measure to present the recommendation of TEE

Jerrell Roque moves to accept the recommendation of TFE Laura Vincent seconded

Stacie Eleuterius questioned the "Travel Charges" on the quote in the amount of \$450. Motion carried 7-0

- 4. Administration Reports:
 - a. Elementary School Michelle Jackson current enrollment 386, last year 407.
 Staff had GT professional development presenter to help students work at higher levels;
 STAAR data was really good last year; LVES earned all 4 distinction; safety drills will

LAGO VISTA INDEPENDENT SCHOOL DISTRICT www.lagovistaisd.net *Excellence in ALL we do* begin this week; increased lock down drills; spirit week; hearing & vision testing coming up; WatchDog kickoff is Sept 19th.

 b. Intermediate School – Stacie Davis – current enrollment 244, last year 247; Happenings: grandparent's luncheon was a packed house; choir began, lots of kids involved.

Coming up: spirit week; Project Vinatta; picture day Sept 18th; ESL Parent mtg Sept 26th @ LVES.

c. Middle School – Eric Holt – current enrollment 389, last year 375 (up by about 14 students)

Happening: focusing on trust, accountability and follow thru; Mrs. Karg is working with students to develop *Humans of Lago Vista*

Coming Up: football, volleyball, xc, homecoming week; OAP; first fire drill;

d. High School – current enrollment 499, 450 last year
 Happening: increased consequences for vapes to hit home not to bring to school;
 Principal PLC; police presence on campus-came to lunch last week; first fire drill – 1
 minute flat; held activity fair – 25 tables for kids to sign up.

Coming Up: Homecoming week; Addams family-fall musical; xc meet this Saturday;

- 5. Consent Agenda:
 - a. Monthly Financial Report
 - b. Minutes –Regular Mtg. August 13, 2018, and Special Mtg. Aug. 27, 2018 Laura Vincent moves to approve the consent agenda

Jerrell Roque seconds

Motion carried – 7-0

- 6. Superintendent Report:
 - a. Future Needs 2008 was last time the district had a demographic study done; board agrees we should look into another demographic study
 - b. Facilities HVAC close to finished; elementary controls are completed; door system almost complete
 - Other Items Mr. Webb visited with Terry Hagood about maintenance on the service road; ice machine down at field house; health inspection – scored 99 @ HS and MS and 96 at ES; SHARS revenue \$151,000 +

At 7:06pm – Mr. Berentsen called for a short break followed by closed session.

The board convened in closed session at 7:15pm

Laura Vincent had to leave

- 7. Closed Session
 - a. Assignment and employment Closed Session pursuant to Government Code Section 551.074
 - b. Formative Evaluation

The board came out of closed session at 8:30pm

8. Adjourn

There being no more business, the meeting adjourned at 8:31pm



September 28, 2018

Mr. Darren Webb Superintendent Lago Vista Independent School District 8039 Bar-K Ranch Road | Lago Vista, Texas 78645

Subject: Proposal for additional grounds support for Lago Vista ISD

Below is the competitive proposal for the additional ground services:

1.	Additional part-time grounds employee	\$ 14,710 /year
2.	Riding lawn mower \$6,500 (amortized over 5 years)	110
	a. Maintenance & supplies	1,200
3.	Management Overhead and Profit	1,500
	Annual Fee comprehensive fee	17,520

This proposal includes the costing for a part-time (\$11.50-12/hour) experienced grounds' employee and professional lawn equipment, disposable supplies, and managerial supervision. All service areas will be inspected routinely and results will be tracked and shared quarterly during scheduled client business reviews.

Total Annual Price: \$17,520 (or \$1,460 / month)

In addition, Commencing on the first anniversary of the Commencement Date, and annually on each successive anniversary hereafter, the Aramark Fee will be increased to lower of: (i) the percentage increase in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers in the Austin, Texas area or (ii) by an amount equal to the Consumer Price Index, U.S. City Average, All Items For All Urban Consumers, or a comparable index if that index is not available. Each of which shall be calculated from May of the prior year to May of the current year; subject, further, to (a) a maximum increase of Three Percent (3.0%) and (b) a minimum increase of Two Percent (2.0%). Aramark shall be entitled to automatically implement the foregoing increase in the Aramark Fee.

If at any time during the term of this Agreement either Party considers terminating the Agreement, such Party shall give the other Party written notice that it is considering such action, which notice shall set forth with sufficient specificity such Party's reasons for contemplating termination. During the following ninety (90) day period the Parties shall discuss, in good faith, the Party's reasons for considering termination in an effort to avoid the need for such action. Following the ninety (90) day discussion period, the Party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other Party ninety (90) days' written notice of its intention to terminate; provided, however, neither Party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement.

Thank you for your consideration of our proposal. We are confident your favorable response would mean continued service excellence for the constituents of Lago Vista ISD with the latest innovations available by Aramark Facilities. Note that any proposal needs formal approval from regional office. If you have any questions, please don't hesitate to call me.

Respectfully submitted,

Robert A. Nuanes, Aramark Facilities District Manager nuanes-robert@aramark.com 267-340-0750