



## **Notice of Regular Meeting The Board of Trustees LVISD**

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A regular meeting of the Board of Trustees of Lago Vista ISD will be held on July 16, 2012 at 6:00pm in the Elementary Cafeteria, 20311 Dawn Drive, Lago Vista, TX 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. Invocation
2. Welcome Visitors/Public Participation
3. Construction Update
4. Interlocal Agreement with the City of Lago Vista
5. Memorandum of Understanding with JJAEP
6. Board Policy Considerations (EIC and FNAB Local)
7. Consideration and approval of the District Professional Development Appraisal System calendar and District Appraisers for SY 2012-2013
8. Calendar Staff Development Waiver
9. Superintendent's Report
  - a. Handbooks and Code of Conduct
  - b. Preliminary FIRST Report
  - c. Technology
  - d. Survey Rankings
  - e. Election Calendars and Legislation
10. Minutes from previous meetings
11. Consideration and approval of Lunch Prices for SY 2012-2013
12. Finance Report
13. Budget Amendments
14. Proposed Tax Rate for SY2012-13
15. Budget Meeting Dates
16. Adjourn

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*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.*

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Matt Underwood  
Superintendent

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Date





## Lago Vista ISD 2011 – Bond Update 7/16/12



2011 Bond Budget Summary	Budget	Committed	Expenditures To Date	Expenditure Balance	Budget Balance
<b>Construction Costs</b>					
BWC - General Conditions*	\$ 262,644	\$ 262,644	\$ -	\$ 262,644	\$ -
BWC - Overhead/Profit*	\$ 250,137	\$ 250,137	\$ -	\$ 250,137	\$ -
BWC - GMP (Less GC/O/P)	\$ 22,513,677	\$ -	\$ -	\$ -	\$ 22,513,677
Contribution to Off-Site Water/Sewer Improvements	\$ 1,250,000	\$ 1,250,000	\$ -	\$ 1,250,000	\$ -
<b>Total Construction Costs</b>	<b>\$ 24,276,458</b>	<b>\$ 1,762,781</b>	<b>\$ -</b>	<b>\$ 1,762,781</b>	<b>\$ 22,513,677</b>
<b>Non-Fixed Furniture/Fixtures/Equip</b>					
	\$ 607,637	\$ -	\$ -	\$ -	
<b>Fees/Design/Acctg/Legal/Admin (9.6% of Construction Costs)</b>					
Architectural/Structural/MEP Fees**	\$ 1,549,220	\$ 1,549,220	\$ 734,610	\$ 814,610	\$ -
Acoustical Consultant	\$ 41,400	\$ 41,400	\$ -	\$ 41,400	\$ -
Civil Engineer Fees***	\$ 239,791	\$ 239,791	\$ 68,175	\$ 171,616	\$ -
Surveying	\$ 67,500	\$ 67,500	\$ 66,000	\$ 1,500	\$ -
Traffic Impact Analysis	\$ 25,000	\$ 25,000	\$ -	\$ 25,000	\$ -
Environmental Consultant	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -
Geotechnical Fees	\$ 29,150	\$ 29,150	\$ 27,300	\$ 1,850	\$ -
Construction Materials Testing	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
PM Fees	\$ 402,300	\$ 402,300	\$ 79,016	\$ 323,284	\$ -
Misc. Fees	\$ 47,250	\$ 8,920	\$ 8,920	\$ -	\$ 38,330
<b>Total Professional Fees</b>	<b>\$ 2,451,611</b>	<b>\$ 2,373,281</b>	<b>\$ 984,022</b>	<b>\$ 1,389,260</b>	<b>\$ 78,330</b>
<b>Technology Equipment</b>					
	\$ 500,000	-	\$ -	\$ -	\$ 500,000.00
<b>Contingency</b>					
	\$ 514,294	-	\$ -	\$ -	\$ 514,294.00
<b>Total Project Budget</b>	<b>\$ 28,350,000</b>	<b>\$ 4,136,062.34</b>	<b>\$ 984,021.63</b>	<b>\$ 3,152,041</b>	<b>\$ 24,213,938</b>

\*Estimate based on GMP of \$25,526,458

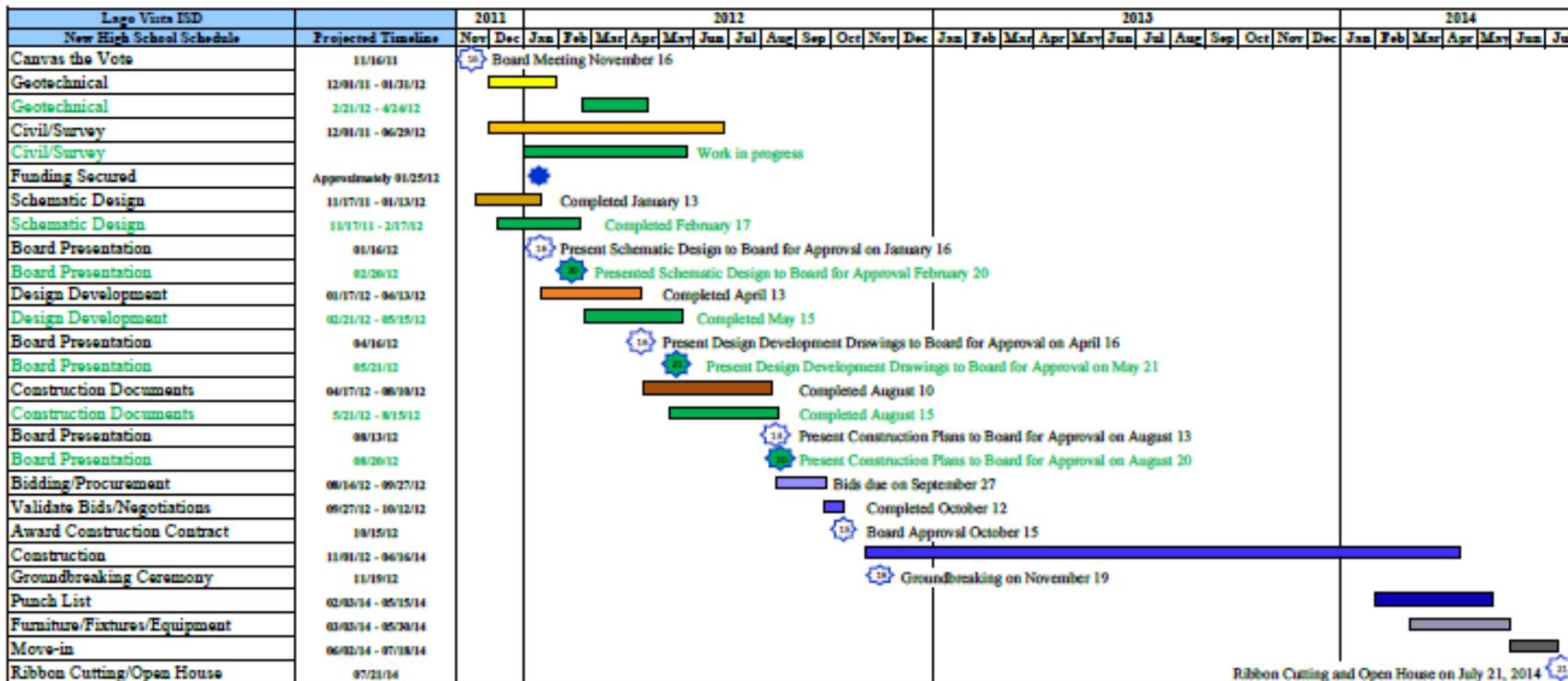
\*\*Base on construction costs of \$23,526,458

\*\*\*Based on construction costs of \$3,996,521





### Lago Vista ISD - New High School Schedule



\*\*Depending on delivery method selected, procurement process may be modified early in schedule

[Green bar] Represents actual timeline

Lago Vista ISD 2011 – Bond Update 7/16/12





### City of Lago Vista Preliminary Utility Construction Schedule

#### LVISD Water Storage Tank

2012						2013										2014			
July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Start July 15, 2012 Design & Approval 2.5 Months			Ready to Advertise for Bid	Bid & Award 2 Months		Start Construction January 1, 2013. Construction Period--10 Months. Completion of Tank--November 1, 2013.										Completion of Tank Dec. 1, 2013. Build Road and Fence Property.			

#### LVISD 4" Offsite FM & 8" Offsite FM

2012						2013										2014			
July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
	Install 1,063' of HS 4" FM														Install 7,750' of 8" Offsite FM. (May run HLG Effluent Line in the Same Ditch.)				

#### LVISD 16" Offsite Waterline

2012						2013										2014				
July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
			Install 4,660' of 16" Offsite Waterline.																	

Lago Vista ISD 2011 – Bond Update 7/16/12





# Lago Vista ISD 2011 – Bond Update 7/16/12



Project Name: <b>New Lago Vista ISD High School</b>		Date:	Day:
Project Owner: <b>Lago Vista ISD</b>		Contractor: <b>Baird-Williams Construction</b>	
Architect: <b>Fromberg Associates</b>			
<b>Weather Conditions:</b>			
Temperature:		Visitors:	
Max.	Min.	Visitors:	
Phenomena:		Precipitation:	Other:
Pepper Lawson's Employees:		Subcontractor's Employees:	
No.	Craft	No.	Name
	Superintendent		
	Assistant Superintendent/Foreman		
	Field Engineer		
	Equipment Operators		
	Laborers		
<b>Equipment Onsite:</b>			
	Backhoe		Trackhoe
	Mini-Trencher		Track Loader/Tractors
	Trencher		Grader
	Dozer		Fuel Skid
	Compactor		Lift
<b>Work Being Done:</b>			
Site/Utilities:			
<b>Main Building:</b>			
<b>Performing Arts Center:</b>			
<b>Fields/Athletics</b>			
<b>City of LV Utility Work:</b>			
<b>Materials Delivered and Inspected:</b>			
<b>Requested Revisions and /or Interpretations</b>			
<b>Construction Deficiencies Reported to Gen. Contractor This Day and/or Corrected This Day:</b>			
<b>Testing, Inspections &amp; Lab Reports:</b>			
<b>Remarks:</b>			
OBR Field Representative –			

Distribution:  Matt Underwood  Fromberg Associates  Baird Williams Construction  
 File





1.4 “Internal Easement” means the easement within the Property to be conveyed by LVISD to the City as more particularly described in Section 6.1 of this Agreement.

1.5 “Internal Facilities” means the internal domestic water and wastewater infrastructure to be constructed, owned, operated and maintained by LVISD within the Property. The Internal Facilities shall include all facilities and equipment required to connect the Internal Facilities to the Point of Delivery Meters. The Internal Facilities shall be owned and maintained by LVISD.

1.6 “Fire Loop” means the internal water line specific for the provision of fire protection. The Fire Loop will be connected directly to the 16-inch water line. The design and construction of the Fire Loop will be the responsibility of LVISD. Upon completion, LVISD will dedicate the Fire Loop and associated easement to the City. The City will then be responsible for the maintenance and operation of the Fire Loop.

1.7 “Notice and Opportunity to Cure” refers to the notice and cure procedures set forth in Section 8.4 of this Agreement.

1.8 “Water and Wastewater System Improvements” means, collectively, the improvements to be designed and constructed by or on behalf of the City as close as possible to the new LVISD High School building and generally consisting of a four hundred thousand (400,000) gallon elevated water storage tank, approximately 4,370 linear feet of 16-inch water line to connect the elevated water tank to the City’s existing 16-inch water line, and 750 linear feet of 4-inch sanitary sewer force main necessary to service the new High School, and related facilities, equipment and appurtenances, as more particularly depicted in **Exhibit “A”**.

1.9 “Water and Wastewater System Improvements Costs” means the costs of the elevated water tank, transmission line and sanitary sewer force main, including, without limitation, all costs of design, engineering, materials, labor, construction, and testing arising in connection with the Water and Wastewater System Improvements; all payments arising under any contracts entered into by or on behalf of the City for the construction of the Water and Wastewater System Improvements; all costs incurred by the City in connection with obtaining governmental approvals, certificates, or permits required as a part of the construction of the Water and Wastewater System Improvements; and all out-of-pocket expenses incurred by the City in connection with the design and construction of the Water and Wastewater System Improvements.

1.10 “Point of Delivery Meters” means the meters at which the transmission line and sanitary sewer force main will connect to the Internal Facilities, which meters shall also be the point of delivery at which the City shall provide retail water and wastewater service to the Property.

1.11 “Property” means that approximate 101- acre tract of land located in Travis County being more particularly described in **Exhibit “A”** attached hereto.

## **II. PROVISION OF RETAIL WATER AND WASTEWATER SERVICES**

2.1 **Service.** The City agrees to provide retail water and wastewater service to the Property in accordance with and subject to the terms and conditions of the existing agreement between the Parties for such service, the City's standard rules and policies, and the applicable laws and regulations of the State of Texas. The City acknowledges that time is of the essence, and understands that the availability of potable water and wastewater service is necessary for the intended use of the Property as a high school. The City anticipates that the Water and Wastewater System Improvements will be completed, and retail water and wastewater service available to the Property, by the project completion date of **March 1, 2014**.

2.2. **Fire Flow.** It shall be the responsibility of the City to acquire approval of any local, state, or federal regulatory authorities regarding the adequacy of fire protection for the Property, including the local fire marshal.

## **III. INTERNAL FACILITIES**

3.1 **General.** All domestic water distribution facilities, equipment and appurtenances located on the customer side of the Point of Delivery Meters will be owned by LVISD, and the City shall have no responsibility for ownership, operation, or maintenance of such facilities.

3.2 **Design of Internal Facilities and Fire Loop.** All physical facilities to be constructed or acquired as a part of the Internal Facilities and Fire Loop will be designed by a qualified registered professional engineer selected by LVISD. The Internal Facilities and Fire Loop shall be designed so as to provide continuous and adequate service within the Property and so as to ensure their compatibility with the City's connections. LVISD shall submit the proposed plans and specifications for the Internal Facilities, the Point of Delivery Meters and Fire Loop to the City for review and prompt approval, which shall not be unreasonably delayed or denied, prior to commencement of construction, so that the City may confirm the size and type of the Point of Delivery Meters, ensure the proposed facilities are compatible with the City System, and ensure that such facilities will not result in a cross-connection or potential hazard to the purity of the City's water supply.

3.3 **Cost of Internal Facilities and Fire Loop.** LVISD shall be responsible for the costs of the Internal Facilities, the Point of Delivery Meters and Fire Loop, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Internal Facilities; all payments arising under any contracts entered into by LVISD for the construction of the Internal Facilities and Fire Loop; all costs incurred by LVISD in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Internal Facilities and Fire Loop; and all out-of-pocket expenses incurred in connection with the construction of the Internal Facilities and Fire Loop.

3.4 **Cross-Connection and Backflow Prevention.** LVISD shall be responsible for installation, operation, maintenance and testing of all backflow prevention assemblies installed as part of the Internal Facilities. The proposed specifications for the backflow prevention assemblies shall be submitted to the City for review and prompt approval, which shall not be unreasonably delayed or denied. LVISD shall retain a properly licensed and qualified contractor to inspect and test the backflow prevention assemblies on an annual basis, and shall promptly provide a written copy of all test results to the City. LVISD acknowledges and agrees that City personnel shall have the right to inspect and test the backflow prevention assemblies to protect the City's water supply. Except in the event of emergencies, the City shall provide reasonable prior notice to LVISD of any such inspections, so that LVISD may have a representative observe any such inspections or testing.

3.5 **Domestic water supply and fire protection.** LVISD shall determine the point of connection(s) to the 16-inch PVC water line for purposes of domestic water supply and fire protection.

#### **IV. WATER AND WASTEWATER SYSTEM IMPROVEMENTS**

4.1 **General.** The City shall be responsible, in consultation with LVISD, for the design, construction, and installation of the Water and Wastewater System Improvements, including, but not limited to, acquisition of any required easements and any and all necessary offsite raw water pump improvements. The City shall provide LVISD a summary of estimated costs for the Water and Wastewater System Improvements no later than **July 31, 2012**.

4.2 **Tank site and access road.** LVISD shall perform site grading for the tank site and for the access road to the tank site. The City shall provide surface course for the access road and security for the tank site as required, pursuant to the City's rights and duties under the easement instrument attached hereto as **Exhibit B**.

4.3 **Cost of Water and Wastewater System Improvements.**

(a) LVISD will contribute to the Water and Wastewater System Improvements Costs a total of one million, two hundred and fifty thousand dollars and no cents (\$1,250,000.00). The City is responsible for any and all Water and Wastewater System Improvements Costs that exceed the contribution of LVISD set out in this subparagraph.

(b) The City will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Internal Facilities and Fire Loop.

4.4 **Oversizing Costs.** In the event that the City oversizes any portion of the Water and Wastewater System Improvements beyond the sizes identified on **Exhibit "A"** attached hereto, the City will pay 100 percent of the costs and expenses of design and construction associated with such oversizing.

4.5 **Operation and Maintenance Responsibility.** The City will be responsible for ownership, operation and maintenance of the Water and Wastewater System Improvement and the resulting improvements to the City's water and wastewater system.

4.6 **Records of Water and Wastewater System Improvements.** LVISD shall have the right to review and audit the City's records related to design, construction and installation of the Water and Wastewater System Improvements, including the right to submit such records to design, engineering, and/or construction professionals designated by LVISD.

4.7 **Building Fees.** As additional consideration, the City shall waive any and all fees that would normally be associated with construction of the Water and Wastewater System Improvements, including, but not limited to, any and all applicable zoning, platting, site development and building permit fees.

**V.**  
**REIMBURSEMENT FOR WATER AND WASTEWATER SYSTEM  
IMPROVEMENT COSTS**

5.1 **Subsequent User Fee.** The Parties agree that the Water and Wastewater System Improvements will include capacity to provide water service beyond that which is necessary to serve LVISD's Property. The City agrees to reimburse LVISD from subsequent developer(s) or any subsequent users that utilize the transmission line and elevated water tank, in an amount equal to approximately seventy two percent (72%) LVISD's total contribution. The 4" sanitary sewer force main is not subject to subsequent user fees. The City will remit payment thereof to LVISD in accordance with the following terms and conditions:

- (a) The City shall collect the subsequent user fees from developers or any subsequent users of property for which capacity in the transmission line and elevated water tank is used or useful;
- (b) The amount of pro rata reimbursement to be collected by the City from each developer or any subsequent users shall be calculated by the City in accordance with the applicable City Ordinance(s), as set forth in the formula attached as **Exhibit "C."** Each subsequent user fee payment obligation shall be set forth in the nonstandard service agreement entered into by the City with each such subsequent users;
- (c) The City shall pay all subsequent user fees collected from users to LVISD within 60 days after collection of same;
- (d) The City's obligation to collect the subsequent user fee and remit payment to LVISD shall terminate when the total payments by the City pursuant to this subsection 5.1 of the Agreement.
- (e) It is the Parties' mutual intent that the subsequent user fee shall not be considered an impact fee as described in Section 395.001 of the Local Government Code; and

- (f) If for any reason it is found or asserted by a court, regulatory agency or other authority that the subsequent user fee is an unauthorized impact fee, or cannot be charged or collected as contemplated herein for any reason, or the City otherwise determines in good faith after the exercise of reasonable diligence that it cannot recover the subsequent user fee from any one or more subsequent developer(s), the Parties agree that the City shall terminate collection of the fee immediately, and the City shall immediately refund the balance of the sum paid by LVISD to LVISD.

**VI.  
REAL PROPERTY ACQUISITION**

6.1 **Internal Easement.** LVISD shall convey to the City, at no cost to the City, an exclusive water line easement and a non-exclusive temporary construction easement, along the frontage of and within the Property necessary to extend the transmission line and construct the elevated water tank, as depicted in **Exhibits A and B**.

6.2 **Off-Site Real Property Interests.** The City is responsible for securing, at the sole cost and expense of the City, all easements or other real property interests required for construction of the Water and Wastewater System Improvements not constructed within the Property.

**VII.  
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7.1 **Representations of LVISD.** LVISD acknowledges, represents and agrees that:

- (a) LVISD is a political subdivision of the State of Texas and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

- (b) Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it, and will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation; and

- (c) This Agreement is a contract for goods and services for purposes of Chapter 271, Subchapter I, of the Texas Local Government.

The City is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

7.2 **Representations of the City.** The City represents and warrants to LVISD that:

(a) The City is a municipality of the State of Texas, and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement;

(c) This Agreement does not contravene any law or any governmental rule, regulation or order applicable to the City;

(d) The execution and delivery of this Agreement and the performance by the City of its obligations hereunder do not contravene the provisions of, or constitute a default under, the terms of any indenture, mortgage, contract, resolution, or other instrument to which the City is a party or by which the City is bound; and

(e) This Agreement is a contract for goods and services for purposes of Chapter 271, Subchapter I, of the Texas Local Government.

(f) The City shall provide more than sufficient water and wastewater service to the Property on or before **March 1, 2014**.

LVISD is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty of the City will survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement.

## **VIII. REMEDIES**

8.1 **City Remedies.** If LVISD fails or refuses to timely comply with any of its obligations hereunder, or if LVISD's representations, warranties or covenants contained herein are not true or have been breached, the City will have the right to enforce this Agreement by any remedy at law or in equity or under this Agreement to which it may be entitled; to terminate this Agreement; or to waive the applicable objection or condition.

8.2 **LVISD Remedies.** If the City fails or refuses to timely comply with its obligations hereunder, or if the City's representations, warranties or covenants contained herein are not true or have been breached, LVISD will have the right to enforce this Agreement by any remedy in equity to which it may be entitled, including termination, or waive the applicable objection or condition.

8.3 **Waiver of Immunity.** The Parties acknowledge and agree that this Agreement is subject to Chapter 271, Subchapter I, of the Texas Local Government Code, and the limited waiver of sovereign immunity provided in that Subchapter. The Parties further hereby agree and expressly authorize the prevailing party in an adjudication brought pursuant to this Agreement to recover

its reasonable and necessary attorney's fees in accordance with Chapter 271, Subchapter I, of the Texas Local Government Code. Nothing in this section shall be construed to limit, or constitute a waiver of, any Party's sovereign or governmental immunity to claims of liability raised by third persons, and each Party specifically retains all immunity from suit and from damages that it may otherwise be entitled to under the laws of the State of Texas.

**8.4 Notice and Opportunity to Cure.** If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

**8.5 City's Duty to Refund to LVISD.** The City's duties pursuant to this Agreement, including financial duties, shall be expended prior to LVISD's financial duties. If the Water and Wastewater System Improvements should require less than budgeted, LVISD shall be immediately refunded the corresponding amount by the City.

## **IX. NOTICES**

**9.1 Addresses.** All notices hereunder from LVISD to the City will be sufficient if sent by certified mail or facsimile transmission with confirmation of delivery, addressed to the City to the attention of City Manager, 5803 Thunderbird, P.O. Box 4727, Lago Vista, Texas, 78645, facsimile: (512) 267-7070. All notices hereunder from the City or LVISD will be sufficiently given if sent by certified mail or facsimile transmission with confirmation of delivery, addressed to LVISD to the attention of Superintendent of Schools, Lago Vista Independent School District, P.O. Box 4929, Lago Vista, Texas, 78645, Facsimile (512) 267-8304.

## **X. MISCELLANEOUS**

**10.1 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**10.2 Term and Termination.** This Agreement shall be effective upon execution by both Parties and shall remain in effect for a period of ten (10) years, unless otherwise terminated according to its terms. Any outstanding payment obligation of either Party shall survive termination. Should any amount of the Subsequent User Fee remain outstanding at Termination, the City shall immediately pay LVISD that amount.

**10.3 Appropriation of Funds.** LVISD covenants that as of the date of execution of this Agreement, it reasonably believes that LVISD has appropriated or will appropriate sufficient funds available to make all payments for which it is responsible under this Agreement based upon the estimates furnished by the City. LVISD further agrees that its official or employee responsible for preparing budgets will provide appropriate funding for its payments hereunder in its annual budget request submitted to the governing body of LVISD. If the governing body of LVISD chooses not to appropriate funds for such payments, then the governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. The City agrees that LVISD's payment obligations hereunder will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements, and nothing contained herein will be interpreted as a pledge of general tax revenues, funds, or moneys. If sufficient funds are not budgeted or appropriated and budgeted by the governing body of LVISD and LVISD has exhausted all funds legally available for payments due hereunder, then LVISD will give written notice thereof to the City, this Agreement will terminate for all purposes, and the Parties will be without further obligation to each other. In the event of any such termination by LVISD, the City shall have no obligation to provide water and wastewater service to the Property, and shall refund to LVISD the balance of any funds held by the City from LVISD after payment of the City's costs and expenses incurred as of the date of, or arising out of, termination.

The City covenants that as of the date of execution of this Agreement, it reasonably believes that the City has appropriated or will appropriate sufficient funds available to make all payments for which it is responsible under this Agreement based upon the estimates furnished by LVISD. If the governing body of the City chooses not to appropriate funds for such payments, then the governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. LVISD agrees that the City's payment obligations hereunder will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements, and nothing contained herein will be interpreted as a pledge of general tax revenues, funds, or moneys. If sufficient funds are not budgeted or appropriated and budgeted by the governing body of the City and the City has exhausted all funds legally available for payments due hereunder, then the City will give written notice thereof to LVISD, this Agreement will terminate for all purposes, and the Parties will be without further obligation to each other. In the event of any such termination by the City, LVISD shall have no obligation to provide water and wastewater service to the Property, and shall refund to the City the balance of any funds held by LVISD from the City after payment of LVISD's costs and expenses incurred as of the date of, or arising out of, termination.

**10.4 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**10.5 Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

10.6 **Costs and Expenses.** Except as otherwise expressly provided herein, each Party will be responsible for all costs and expenses incurred by such Party in connection with the transaction contemplated by this Agreement.

10.7 **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

10.8 **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party, which consent will not be unreasonably withheld. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

10.9 **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

10.10 **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

10.11 **Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

10.12 **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by the governing body of the City and LVISD, and executed by the duly authorized representatives of all Parties.

10.13 **Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

10.14 **Venue.** All obligations of the Parties are performable in Travis County, Texas and venue for any action arising hereunder will be in Travis County.

10.15 **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

10.16 **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the closing of this transaction and the conveyance and transfer of the Interests to be Acquired to the City.

10.17 **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

10.18 **Entire Agreement.** This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matter.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

**CITY OF LAGO VISTA**

By: \_\_\_\_\_  
Bill Angelo, City Manager

**LAGO VISTA INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Matt Underwood, Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by Bill Angelo, City Manager of the City of Lago Vista, a home rule municipal corporation of the State of Texas, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

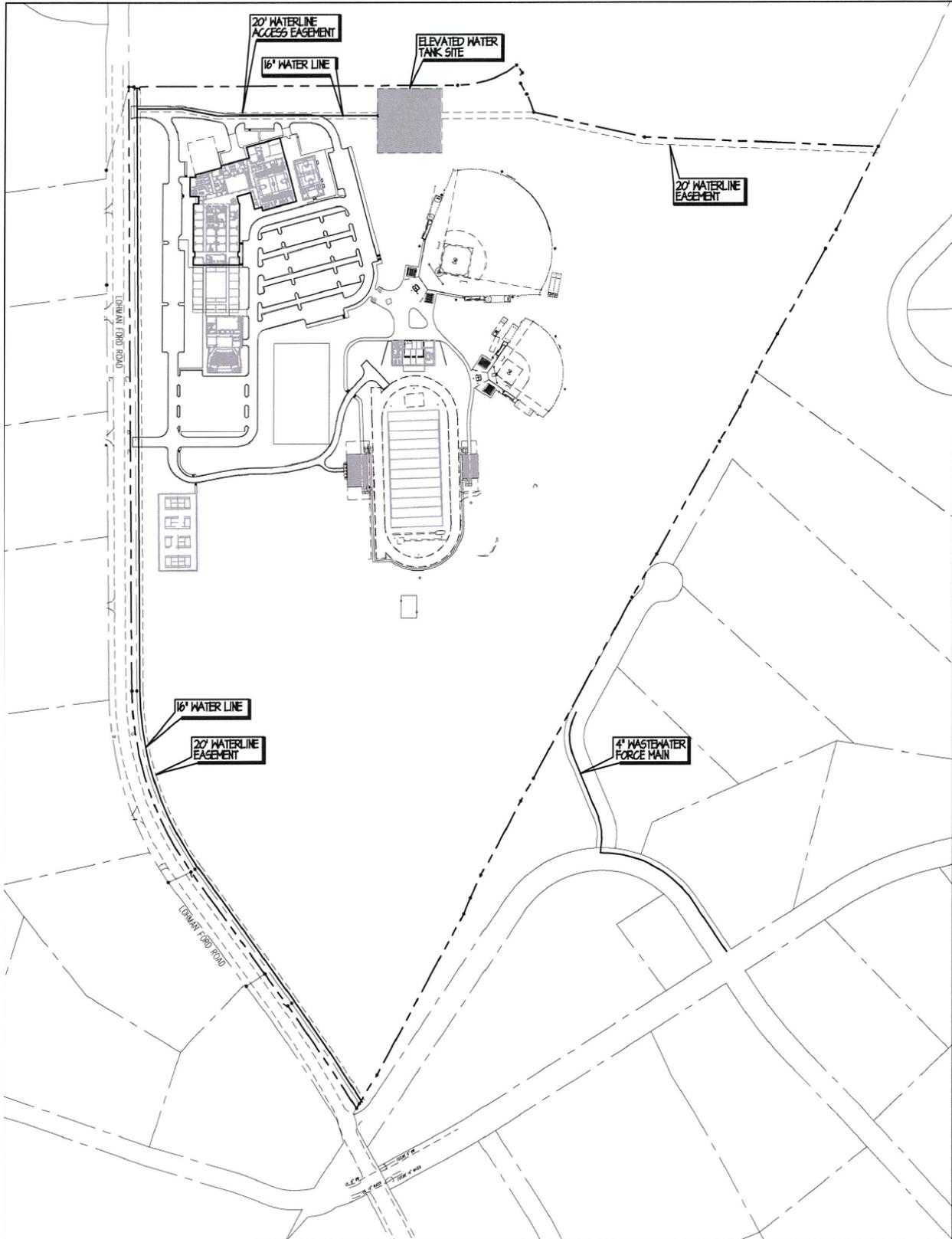
THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by Matt Underwood, Superintendent of Schools of the Lago Vista Independent School District, a political subdivision of the State of Texas, on behalf of said school district.

\_\_\_\_\_  
Notary Public, State of Texas

# Exhibit "A"

## Description of Property and Illustration of Water and Wastewater System Improvements



**Exhibit "B"**

**WATER LINE AND FACILITIES EASEMENT**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

**DATE:** \_\_\_\_\_, \_\_\_\_\_

**GRANTOR:** **Lago Vista Independent School District**, an independent school district and political subdivision of the State of Texas

**GRANTOR'S MAILING ADDRESS:** **P.O. Box 4929**  
**Lago Vista, Texas 78645**

**GRANTEE:** **City of Lago Vista**, a home rule municipal corporation of the State of Texas

**GRANTEE'S MAILING ADDRESS:** **P. O. Box 4727**  
**Lago Vista, Texas 78645**

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**GRANT:** Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee an exclusive easement (the "Water Line and Facilities Easement") in, upon, under, over the Water Line and Facilities Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The exclusive easement, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a non-exclusive temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate thirty days (30) after Grantee has completed initial construction of the authorized improvements in the Water Line and Facilities Easement.

**DESIGNATION OF COURSE:** The “Water Line and Facilities Easement Tract” is defined as a tract of land approximately 200’ X 200’ (40,000 square feet) upon, across, over and under the following described real property:

.918-acres of land, more or less, more particularly described by metes and bounds attached hereto as Exhibit A, and shown on a sketch attached hereto as Exhibit A-1, said exhibits being incorporated herein by reference for all purposes.

The non-exclusive “Temporary Construction Easement Tract” is defined as a tract of land being upon and across the surface only of the following described real property:

\_\_\_\_\_ - acres of land, more or less, more particularly shown on a sketch attached hereto as Exhibit B, said exhibit being incorporated herein by reference for all purposes.

**PROJECT:** Multiple water lines, a water tank, and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities, as described in detail in the “Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements” entered into by Grantor and Grantee. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line and Facilities Easement.

**OBLIGATION OF GRANTEE:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that except as otherwise provided in this instrument, it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Water Line and Facilities Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.

**RIGHTS OF GRANTOR:** Grantor shall have the right to abate any unauthorized use of the Water Line and Facilities Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Water Line and Facilities Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Water Line and Facilities Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Water Line and Facilities Easement Tract that materially interfere with the exercise of Grantee's rights hereunder. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Water Line and Facilities Easement Tract. Grantee shall not be

responsible for damage it causes to unauthorized improvements within the Water Line and Facilities Easement Tract. Notwithstanding any provision in this instrument to the contrary, in the event that Grantor modifies existing fencing or constructs new fencing on Grantor's property after the date of this instrument so as to deprive Grantee of access to and from the Water Line and Facilities Easement Tract (including access required for vehicles and equipment), Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access.

**EXCLUSIVITY:** Grantee's easement rights within the Water Line and Facilities Easement Tract shall be exclusive. Grantee's easement rights within the Temporary Construction Easement shall be non-exclusive.

**HABENDUM:** To HAVE AND HOLD the Water Line and Facilities Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**TERMINATION:** The Water Line and Facilities Easement and Temporary Construction Easement shall terminate in the event of termination of that certain "Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements" entered into by Grantor and Grantee. Under such circumstances, Grantee agrees to record an instrument in the Official Property Records of Travis County releasing all of its rights and interests to the Water Line and Facilities Easement and Temporary Construction Easement. In the event of such termination, Grantee may promptly remove or abandon all Project facilities located within the Water Line and Facilities Easement Tract, as determined in the sole discretion of Grantee.

**SUCCESSORS AND ASSIGNS:** The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Water Line and Facilities Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR:

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Lago Vista Independent School District, an independent school district of the State of Texas, on behalf of said school district.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to:  
City of Lago Vista  
P. O. Box 4727  
Lago Vista, Texas 78645

**Exhibit “C”**

**Subsequent User Fee Methodology**

Living Unit Equivalent's (LUE) development needs ÷ total number of LUEs = X

Subsequent User Fee = X × [total cost of line]

**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, 2012, 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; 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 Section 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);

1.1.b. "discretionary Category II" shall mean any student who is expelled for committing an off-campus offense as provided for 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.

1.2 "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 TravisCounty 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.

~~Each ISD agrees that the following categories of conduct constitutes "serious and persistent misbehavior" that may result in expulsion from the school district alternative education program under Texas Education Code Sec. 37.007 (e):~~

~~"Serious or persistent misbehavior" shall mean two or more violations of the District's Student Code of Conduct in general, or repeated occurrences of the same violation. "Serious" offenses include, but are not limited to: assault of a teacher or other individual; retaliation against a school employee or volunteer; the use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs or abusable glue or volatile chemicals; engaging in conduct that constitutes criminal mischief; vandalism; robbery or theft; extortion, coercion or blackmail; aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities; hazing; profanity, vulgar language, or obscene gestures directed toward teachers or other school employees; fighting; public lewdness; sexual harassment of a student or District employee; falsification of records, passes, or other school-related documents; terroristic threat or false report pursuant to Texas Education Code Sec. 37.007(b)(1); and possession or distribution of pornographic materials. A student may be subject to "discretionary" expulsion for serious and persistent misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in "serious and persistent misbehavior."~~

~~These categories of misconduct are intended to be illustrative, and not comprehensive. Individual ISDs may include other similar categories of misconduct in the ISD's Student Code of Conduct; provided, however, that the conduct specified for this category of offense should reflect student misbehavior that is either serious or persistent in nature.~~

### **SECTION THREE: GOVERNANCE OF JJAEP CO-OP**

3.1 Composition of Governing Body - 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 Executive Committee - 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 the 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 Quorum and Voting - 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 Voting Rights - 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 Chair - 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 Meetings - 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 Notice of Meeting - 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 Duties - 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 Probation Commission pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 141.042(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 JJAEP Co-Op Executive Committee Compensation -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 discretionary students in the JJAEP Co-Op at any time during the school year. These students must meet the definition of discretionary Category I, II or III 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 JJAEP Manager will base this decision on information regarding the circumstances for the expulsion and the student's behavior 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 TEC Section 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,
- 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 TEC Section 37.007(c) will be returned to the sending ISD upon the completion of this 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 TravisCounty 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.

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 education records prior to the students admission to the JJAEP:

Grades and transcript (current and past semester)

Immunization records

Special Education assessments if applicable

ARD and IEP information if applicable

Current information related to state-mandated assessments

Attendance and grades for one prior full semester

## **SECTION NINE: FUNDING FOR JJAEP CO-OP**

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Probation Commission 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. Daily Rate for Discretionary Category II Students - The ISDs will be billed a daily rate based on the actual operational costs as determined by the Travis County Juvenile Board 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 Section 37.0081 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 201~~2~~<sup>+</sup>-201~~3~~<sup>2</sup> will be set by the Travis County Juvenile Board at their duly noticed meeting in September, 201~~2~~<sup>+</sup> and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds- 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 Maintenance of Depository Account - 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 Accounting - 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 Billing - 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 Audit - 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 Budget - 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 Admission, Review and Dismissal Committee meetings shall satisfy the requirement for ISSP 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 Gardner-Betts 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 which 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 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 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 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 wrap-

around 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 court-ordered 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 education 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: TERM OF AGREEMENT**

13.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2013<sup>2</sup>. This Agreement shall be automatically renewed for an additional term of one 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 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 Probation Commission 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 Records and Reporting Requirements - 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 Legal Requirements - 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 Notice - 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. Meria Carstarphen Superintendent of Schools  
Austin Independent School District  
1111 West 6th Street  
Austin, Texas 78703  
512- 414-2412 PHONE      512- 414-1486 FAX  
e-mail: [superintendent@austinisd.org](mailto:superintendent@austinisd.org)

**Del Valle Independent School District:**

Mr. Bernard J. Blanchard, Superintendent of Schools  
Del Valle Independent School District  
5301 Ross Road  
Del Valle, TX 78617  
512- 386-3000 PHONE      512- 386-3015 FAX  
e-mail: [bblanchard@del-valle.k12.tx.us](mailto:bblanchard@del-valle.k12.tx.us)

**Eanes Independent School District:**

Dr. Nola Wellman, 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](mailto:supt@eanesisd.net)

**Lake Travis Independent School District:**

Dr. Rockwell Kirk, Superintendent of Schools  
Lake Travis Independent School District  
3322 Ranch Road 620 South  
Austin, TX 78734-6801  
512- 533-6000 PHONE      512- 533-6001 FAX  
e-mail: [bennettl@ltsidschools.org](mailto:bennettl@ltsidschools.org)

**Lago Vista Independent School District:**

Mr. Matthews Underwood, 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: [matt\\_underwood@lagovista.txed.net](mailto:matt_underwood@lagovista.txed.net)

**Leander Independent School District:**

Dr. Bret Champion, Superintendent of Schools  
Leander Independent School District  
P.O. Box 218  
Leander, Texas 78641  
512-570-0000 PHONE      512-570-0048 FAX  
e-mail: [superintendent@leanderisd.org](mailto:superintendent@leanderisd.org)

**Manor Independent School District:**

Mr. Andrew Kim, Superintendent of Schools  
Manor Independent School District  
P.O. Box 359  
Manor, TX 78653  
512- 278-4000 PHONE      512- 278-4017 FAX  
e-mail: [Andrew.kim@manorisd.net](mailto:Andrew.kim@manorisd.net)

**Pflugerville Independent School District:**

Mr. Charles Dupre, 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: [superintendent@pflugervilleisd.net](mailto:superintendent@pflugervilleisd.net)

**Round Rock Independent School District:**

Dr. Jesus Chavez, 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](mailto:superintendent_rrisd@roundrockisd.org)

**Travis County Juvenile Board:**

Honorable Darlene Byrne  
126th District Court  
Chair, Travis County Juvenile Board  
1000 Guadalupe Street, Suite 436  
Austin, Texas 78701  
512- 854-9313 PHONE      512- 854-9332 FAX

**Travis County:**

Honorable Samuel T. Biscoe, Travis County Judge  
314 West 11th Street, Suite 520  
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 Amendments - 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 Integration Clause - 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 Partial Invalidity - 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 Non-assignability - 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 Waiver - 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 Immunity - 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 Available Funds - 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 Open Meetings - 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 Mediation - 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 arising 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:**

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Honorable Darlene Byrne  
Chair, Travis County Juvenile Board

**APPROVED:**

---

Honorable Samuel T. Biscoe  
Travis County Judge

**APPROVED:**

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Austin Independent School District

**APPROVED:**

---

Del Valle Independent School District

**APPROVED:**

---

Eanes Independent School District

**APPROVED:**

---

Lago Vista Independent School District

**APPROVED:**

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Lake Travis Independent School District

**APPROVED:**

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Leander Independent School District

**APPROVED:**

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ManorIndependentSchool District

**APPROVED:**

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PflugervilleIndependentSchool District

**APPROVED:**

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Round Rock Independent School District

## **ALTERNATE TASB VERSION**

For purposes of the Equal Access Act, the District has not established a limited open forum for secondary school students to meet as noncurriculum-related student groups on school premises during noninstructional time. [See FNAB(LEGAL)]

The District has not established a limited public forum for elementary school students to meet as noncurriculum-related student groups on school premises during noninstructional time. [See GKD for community access]

[For student activities sponsored by the District and having subject matter and purposes directly related to the school's curriculum, see FM]

## PROPOSED REVISIONS

CLASS RANK	<p>Class ranking shall be determined by averaging all semester grades earned in grades 9–12, with the exceptions noted below, <del>through the third nine-week grading period of the senior year.</del></p> <p>Courses taken in middle school for state graduation credit shall also be used for class rank calculation. <del>The grade point average (GPA) shall be rounded to the nearest thousandth.</del> Grades transferred from other schools shall be credited in conformity with the course descriptions approved for the established grading system.</p>
EXCEPTIONS	<p>Grades earned in band, physical education, athletics, <b>any academic course substituted for physical education</b>, any type of student aide elective, a pass/fail course, or any local credit course shall not be used for class rank purposes. Grades earned through credit by examination, <b>distance learning</b><del>correspondence</del> courses, summer school, or <b>from</b> nonaccredited schools shall not be used to calculate class rank. <del>Dual credit courses shall also not be considered when calculating a student's rank in class.</del></p>
LOCAL GRADUATION HONORS	<p><b>For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank using grades available at the time of calculation at the end of the third nine-week grading period of the senior year. The grade for the third nine-week grading period shall be used as the semester grade for this purpose.</b></p> <p><b>For the purpose of applications to institutions of higher education, the District shall also calculate class ranking as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class ranking for the purpose of automatic admission under state law. [See EIC(LEGAL)]</b></p>
VALEDICTORIAN AND SALUTATORIAN	<p>The valedictorian and salutatorian shall be the eligible students with the highest and second highest ranking as determined by the District's class ranking procedure described in this policy and who complete the Recommended Program or the Advanced/Distinguished Achievement Program. To be eligible, a student must also have been continuously enrolled in the District high school for the three semesters preceding graduation.</p>
BREAKING A TIE	<p>In cases of a tie in weighted grade point averages among the top two academically ranked students, the following methods shall be used to determine who shall be recognized as valedictorian:</p> <ol style="list-style-type: none"><li>1. The weighted GPA shall be computed to a sufficient number of decimal places until the tie is broken;</li></ol>

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

2. If a tie remains, the District shall compare the scores on college entrance examinations, provided the students have taken the same examinations;
3. If a tie remains, the District shall recognize the student who completed the most **dual credit and** Advanced Placement (AP) courses; and
4. If a tie remains, the student with the highest numerical grade average of all **dual credit and** AP courses taken shall be declared the valedictorian.

If a tie develops for salutatorian, all students who tie shall be recognized.

CONDUCT

To qualify to give the valedictorian or salutatorian speech, a student shall not have engaged in any serious misconduct violation of the Student Code of Conduct, including removal to a DAEP, a three-day suspension, or expulsion during his or her last two semesters.

HONOR  
CERTIFICATE

For purposes of the honor graduate certificate, the District-declared valedictorian shall be considered the highest-ranking graduate.

EARLY GRADUATES

To be eligible to graduate early, a student shall complete all coursework and exit-level testing required of the ninth grade class in which he or she begins high school.

A student who completes the high school program requirements in fewer than four years shall be ranked in the class with which he or she actually graduates.

Early graduates shall not be eligible for valedictorian or salutatorian honors.

TRANSFER CREDIT

A student who transfers into the District high school shall receive similar credits counted toward the GPA according to the list of courses offered in the District and the grade point scale used for credit earned in the District.

Students transferring into the District shall receive the numerical grade that was earned in courses at another school. Letter grades shall be recorded as follows:

Conversion Scale

A+	98
A	95
A-	92
B+	88
B	85
B-	82
C+	78

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

Conversion Scale	
C	75
C-	72
D+	68
D	65
D-	62
F	60

WEIGHTED GRADE  
POINT AVERAGE  
SCALE

The District shall use a weighted **grade point average (GPA)** to calculate class rank. **Dual credit**, AP, and Pre-AP courses shall receive extra weight. The following chart sets out the weighted GPA scale used by the District:

GPA	Dual Credit / AP / Pre-AP	All Other Eligible Regular Courses
6.0	100	
5.9	99	
5.8	98	
5.7	97	
5.6	96	
5.5	95	
6.0	100	
5.9	99	
5.8	98	
5.7	97	
5.6	96	
5.5	95	
5.4	94	
5.3	93	
5.2	92	
5.1	91	
5.0	90	100
4.9	89	99
4.8	88	98
4.7	87	97
4.6	86	96
4.5	85	95
4.4	84	94

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

GPA	Dual Credit / AP / Pre-AP	All Other Eligible Regular Courses
4.3	83	93
4.2	82	92
4.1	81	91
4.0	80	90
3.9	79	89
3.8	78	88
3.7	77	87
3.6	76	86
3.5	75	85
3.4	74	84
3.3	73	83
3.2	72	82
3.1	71	81
3.0	70	80
2.9		79
2.8		78
2.7		77
2.6		76
2.5		75
2.4		74
2.3		73
2.2		72
2.1		71
2.0		70

Matt Underwood  
*Superintendent*

Henri Gearing  
*Assistant Superintendent  
Finance & Operations*



**LAGO  
VISTA**

Heather Stoner  
*Primary Principal*

Beth Mohler  
*Intermediate Principal*

Trisha Upchurch  
*Middle School Principal*

Donna Larkin  
*High School Principal*

**INDEPENDENT SCHOOL DISTRICT**  
P.O. Box 4929 Lago Vista , TX 78645  
(512) 267-8300 • (512) 267-8304 (Fax)

Proposed District Teacher Appraisal Calendar 2012-2013

Each school district shall establish a calendar for the appraisal of teachers. The appraisal period for each teacher must include all of the days of a teacher's contract. Observations during the appraisal period must be conducted during the required days of instruction for students during one school year. The appraisal period:

1. shall exclude the first two weeks of instruction:
2. shall prohibit observations on the last day of instruction before any official school holiday or on any other day deemed inappropriate by the school district board of trustees; and
3. shall indicate a period for summative annual conferences, which ends no later than 15 days before the last day of instruction for students.

PROPOSED CALENDAR:

**September 17, 2012**

**Deadline for Teacher Self-Appraisal**

**September 20, 2012**

**Appraisal Start Date**

**May 3, 2013**

**Appraisal End Date**

**May 10, 2013**

**Last Day for Summative Evaluation**

PROPOSED APPRAISERS:

**Heather Stoner  
Beth Mohler  
Trisha Upchurch  
Paul Thailing  
Donna Larkin  
Steve Elder  
Henri Gearing  
Matt Underwood**

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

#### Instructions

Mail or fax application to:

Texas Education Agency  
State Waiver Unit  
1701 North Congress Avenue  
Austin, TX 78701-1494  
Phone (512) 463-9630  
Fax (512) 475-3666  
Email [waivers@tea.state.tx.us](mailto:waivers@tea.state.tx.us)

#### Timeline for Accelerated Instruction Waiver

The waiver is subject to the conditions listed in the attached guidelines: <http://www.tea.state.tx.us/index2.aspx?id=7085#Timeline>

#### Teacher Data Portal of the Texas Assessment Management System Waiver

The waiver is subject to the conditions provided in the attached guidelines: <http://www.tea.state.tx.us/index2.aspx?id=7085#Portal>

#### Foreign Exchange Student Waiver

The waiver is subject to the provisions in the attached guidelines and FAQ:

Guidelines: <http://www.tea.state.tx.us/WorkArea/DownloadAsset.aspx?id=2147500401>

FAQ: <http://www.tea.state.tx.us/WorkArea/DownloadAsset.aspx?id=2147500402>

#### Waiver Information

District name: <b>Lago Vista ISD</b>	District/Campus #: <b>227912</b>	Phone: <b>(512) 267-8300</b>	Fax: <b>(512) 267-8304</b>	
Address: <b>PO Box 4929 8039 Bar K Ranch Road</b>	City: <b>Lago Vista</b>	State: <b>TX</b>	Zip code: <b>78645</b>	
Contact first name: <b>Beth</b>	MI: <b>A</b>	Contact last name: <b>Mohler</b>	Phone: <b>(512) 267-8300</b>	E-mail: <b>beth_mohler@lagovista.txed.net</b>

Superintendent:  Dr.  Mr.  Mrs.  Ms.

Matt Underwood

Printed Name

Signature

Board President:  Dr.  Mr.  Mrs.  Ms.

Laura Vincent

Printed Name

Signature

Date of board approval: July 16, 2012

Board vote: for- 7 against- 0 abstain- absent-

Comments from appropriate Site-based Decision Making Committee:

With the new STAAR assessments, reviewing data to drive instructional decisions will be important to student success.

Matt Underwood

Committee Chairperson (print)

Committee Chairperson Signature

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

#### Expedited Waivers

**Staff Development Waiver**

Pursuant to Texas Education Code (TEC) §25.081, this waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction.

Number of days requested: **2**

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver**

Pursuant to TEC §25.081, this waiver allows the district or charter school to conduct additional staff training for reading/English language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.

Reading/English Language Arts  Mathematics  Science  Social Studies

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Staff Development through Participation in Eligible Conferences Waiver**

Pursuant to TEC §25.081, this waiver allows the district or charter school to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Early Release Waiver**

Pursuant to TEC §25.082(a), this waiver allows the district or charter school to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities.

Number of days requested: **2**

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Modified Schedule State Assessment Testing Days Waiver**

Pursuant to TEC §25.082(a), this waiver allows the district or charter school to modify the schedule of classes on State Assessment testing days during the current school year to reduce interruptions during testing period.

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Timeline for Accelerated Instruction Waiver**

Pursuant to §28.0211(a) and (a-2), this waiver allows districts and charter schools to adjust the timeline for providing the accelerated instruction required for placement in/promotion to the next grade. This waiver is limited to students who fail the third administration of the grade 5 or 8 TAKS reading and/or mathematics test. **(Please see instruction section)**

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Teacher Data Portal of the Texas Assessment Management System Waiver**

Pursuant to §32.258, this waiver allows school districts and charter schools to apply for a waiver of participation in the teacher portal component of the Texas Assessment Management System. A waiver is granted if a district can provide assurance that the local teacher data portal meets the statutory requirements outlined in TEC 32.258. **(Please see instruction section)**

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

**Foreign Exchange Student Waiver**

Pursuant to TEC §25.001(e), this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver. **(Please see instruction section)**

- create a financial or staffing hardship for the district;
- diminish the district's ability to provide high quality educational services for the district's domestic students; or
- require domestic students to compete with foreign exchange students for educational resources.

Number of students requested (per high school):

Requested years:  2011 - 2012     2012 - 2013     2013 - 2014

## General Waivers

### Questions 1 - 7 on page 4 are REQUIRED for all General Waivers

- |  |   |
|--|---|
| <input type="checkbox"/> Course requirement  | <input type="checkbox"/> Course requirement (CTE)                                       |
| <input type="checkbox"/> Pregnancy related services on-campus (CEHI)   | <input type="checkbox"/> Electronic course program                                      |
| <input type="checkbox"/> For foreign exchange student waiver, description must address the circumstances applicable to the district under TEC § Section 25.001(e) (1), (2), or (3). Please submit local policy with application. <b>(Please see instruction section)</b> | <input checked="" type="checkbox"/> Other (please specify):<br><b>staff development</b> |

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

1. Give a brief narrative description of the requested waiver.

**LVISD requests a waiver for two staff development days to be used during the 2012-2013 school year for staff development to review STAAR assessment data, develop benchmarks targeting areas of needed improvement for students, and align the curriculum to address areas of weakness.**

**LVISD also requests a waiver for early release on the final day of each semester. This will also allow for time for staff to review student progress and make make adjustments to curriculum.**

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

**Yes, Goal #1**

**At least 90% of all student groups taking the TAKS reading, writing, math, science, and social studies tests will meet or exceed the standard set by TEA. NCLB Goal: 5 LVISD District Vision: A1, A4, A5, A7, B3, B6**

**Specific strategy: Use assessment data and survey data to monitor student progress, and guide instructional practice. Data analysis to include reading, writing, math, science, social studies.**

3. Cite the Texas Education Code or the Texas Administration Code that the district or campus wishes to waive?

**25.081 and 25.082(a)**

4. Describe the plan to be implemented, if the waiver is granted.

**Utilize October 8 and January 4 as staff development days to analyze the 2012 EOC data, any benchmarks administered, and adjust scope and sequence of curriculum.**

**Release early on December 21 and May 31.**

5. How will granting this waiver help achieve the district's or campus' objective?

**The additional staff development time will provide needed time for staff to target student learning objectives based on the data.**

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

**STAAR passing rates will be disaggregated to determine progress toward the goal.**

7. Please specify the school years for which the waiver is requested, to a maximum of three years.

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

Print Form

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

#### Instructions

Mail or fax application to:

Texas Education Agency  
State Waiver Unit  
1701 North Congress Avenue  
Austin, TX 78701-1494  
Phone (512) 463-9630  
Fax (512) 475-3666  
Email [waivers@tea.state.tx.us](mailto:waivers@tea.state.tx.us)

#### Timeline for Accelerated Instruction Waiver

The waiver is subject to the conditions listed in the attached guidelines: <http://www.tea.state.tx.us/index2.aspx?id=7085#Timeline>

#### Teacher Data Portal of the Texas Assessment Management System Waiver

The waiver is subject to the conditions provided in the attached guidelines: <http://www.tea.state.tx.us/index2.aspx?id=7085#Portal>

#### Foreign Exchange Student Waiver

The waiver is subject to the provisions in the attached guidelines and FAQ:

Guidelines: <http://www.tea.state.tx.us/WorkArea/DownloadAsset.aspx?id=2147500401>

FAQ: <http://www.tea.state.tx.us/WorkArea/DownloadAsset.aspx?id=2147500402>

#### Waiver Information

District name: <b>Lago Vista ISD</b>	District/Campus #: <b>227912</b>	Phone: <b>(512) 267-8300</b>	Fax: <b>(512) 267-8304</b>	
Address: <b>PO Box 4929 8039 Bar K Ranch Road</b>	City: <b>Lago Vista</b>	State: <b>TX</b>	Zip code: <b>78645</b>	
Contact first name: <b>Beth</b>	MI: <b>A</b>	Contact last name: <b>Mohler</b>	Phone: <b>(512) 267-8300</b>	E-mail: <b>beth_mohler@lagovista.txed.net</b>

Superintendent:  Dr.  Mr.  Mrs.  Ms.

Matt Underwood

Printed Name

Signature

Board President:  Dr.  Mr.  Mrs.  Ms.

Laura Vincent

Printed Name

Signature

Date of board approval: 07/16/12

Board vote: for- 7 against- 0 abstain- absent-

#### Comments from appropriate Site-based Decision Making Committee:

Lago Vista High School requests modified schedule of classes on state assessment days. Committee members responses indicated that with full schedule of classes, there is an impact on space for testing and that late arrival for seniors will open more classrooms for testing. All members present voted to request a waiver for testing a modified schedule on testing days.

Donna Larkin

Committee Chairperson (print)

Committee Chairperson Signature

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

#### Expedited Waivers

**Staff Development Waiver**

Pursuant to Texas Education Code (TEC) §25.081, this waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction.

Number of days requested:

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver**

Pursuant to TEC §25.081, this waiver allows the district or charter school to conduct additional staff training for reading/English language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.

Reading/English Language Arts  Mathematics  Science  Social Studies

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Staff Development through Participation in Eligible Conferences Waiver**

Pursuant to TEC §25.081, this waiver allows the district or charter school to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Early Release Waiver**

Pursuant to TEC §25.082(a), this waiver allows the district or charter school to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities.

Number of days requested:

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Modified Schedule State Assessment Testing Days Waiver**

Pursuant to TEC §25.082(a), this waiver allows the district or charter school to modify the schedule of classes on State Assessment testing days during the current school year to reduce interruptions during testing period.

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Timeline for Accelerated Instruction Waiver**

Pursuant to §28.0211(a) and (a-2), this waiver allows districts and charter schools to adjust the timeline for providing the accelerated instruction required for placement in/promotion to the next grade. This waiver is limited to students who fail the third administration of the grade 5 or 8 TAKS reading and/or mathematics test. **(Please see instruction section)**

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

**Teacher Data Portal of the Texas Assessment Management System Waiver**

Pursuant to §32.258, this waiver allows school districts and charter schools to apply for a waiver of participation in the teacher portal component of the Texas Assessment Management System. A waiver is granted if a district can provide assurance that the local teacher data portal meets the statutory requirements outlined in TEC 32.258. **(Please see instruction section)**

Requested years:  2011 - 2012  2012 - 2013  2013 - 2014

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

**Foreign Exchange Student Waiver**

Pursuant to TEC §25.001(e), this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver. **(Please see instruction section)**

- create a financial or staffing hardship for the district;
- diminish the district's ability to provide high quality educational services for the district's domestic students; or
- require domestic students to compete with foreign exchange students for educational resources.

Number of students requested (per high school):

Requested years:  2011 - 2012     2012 - 2013     2013 - 2014

## General Waivers

### Questions 1 - 7 on page 4 are REQUIRED for all General Waivers

- |  |  |
|--|--|
| <input type="checkbox"/> Course requirement  | <input type="checkbox"/> Course requirement (CTE)  |
| <input type="checkbox"/> Pregnancy related services on-campus (CEHI)   | <input type="checkbox"/> Electronic course program   |
| <input type="checkbox"/> For foreign exchange student waiver, description must address the circumstances applicable to the district under TEC § Section 25.001(e) (1), (2), or (3). Please submit local policy with application. <b>(Please see instruction section)</b> | <input checked="" type="checkbox"/> Other (please specify):<br><u>modified schedule on state assessment days</u> |

# Texas Education Agency

## State Waivers Unit

### Application for Expedited and General State Waivers

1. Give a brief narrative description of the requested waiver.

**To modify the schedule of classes on state assessment days to reduce interruptions during the testing period and to allow for appropriate space to administer assessments.**

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

**Yes. CIP objective is: 90% of all student groups taking the TAKS/STAAR reading, writing, math, science and social studies tests will meet the state standard in Spring 2013. Sub objective is: create flexible scheduling to provide needed accommodations on testing days.**

3. Cite the Texas Education Code or the Texas Administration Code that the district or campus wishes to waive?

**28.0122(a) and (a-2)**

4. Describe the plan to be implemented, if the waiver is granted.

**Allow seniors who have passed the Exit Level State Assessment to have late arrival in order to reduce the interruptions by reducing the number of students on campus and to allow for appropriate space to administer assessments.**

5. How will granting this waiver help achieve the district's or campus' objective?

**It will increase the probability that the district will meet the goal stated in the Campus Improvement Plan.**

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

**Analyzing the results of state assessments in regard to the number of students meeting the set standards.**

7. Please specify the school years for which the waiver is requested, to a maximum of three years.

Requested years:  2011 - 2012     2012 - 2013     2013 - 2014

Print Form

# Summary of Changes

## **LVISD Handbook**

All changes are noted in red. Stylistic changes or changes in basic procedures or clarification of wording are not noted here.

Page 1-2 Disclaimers

Page 9 School Safety Transfers

Page 18 Official Attendance-Taking Time – no change to procedure

Page 19 BULLYING

Page 27-28 Sexual Harassment and Gender-Based Harassment

Page 32 Unacceptable and Inappropriate Use of Technology Resources

Page 43 Bacterial Meningitis and Food Allergies (plan required)

Page 47 Notification of Law Violations

Page 62 TRANSFERS

## **LVISD Student Code of Conduct**

See email from COC developers:

As you may recall, one of the major revisions to this year's Student Code of Conduct was based on the limitations of House Bill 968 which took away a school district's discretion to expel a student from DAEP for engaging in "serious or persistent misbehavior," and limited it to "serious misbehavior" as narrowly defined by statute. The 2012-13 Walsh Anderson Code of Conduct you received incorporated these changes, including the new definition of serious misbehavior. Notably, drug offenses and other common and significant student misbehaviors are not included in the Education Code's new definition.

Despite this Legislative change, Education Code § 37.009(c) continues to allow a student to be placed in DAEP beyond the end of the school year if the student engaged in "serious or persistent misbehavior" that violates the Code of Conduct. Unlike House Bill 968, this section of the Education Code does not define "serious or persistent misbehavior." Thus, school districts are able to define the term in a way that allows them to continue to place students in DAEP beyond the end of the school year for significant misbehaviors like drug offenses or possession of weapons.

In working through the Code of Conduct with a client, we came to realize that some parents may try to argue that the new definition of “serious misbehavior” added by House Bill 968 also limits the ability to place a student in DAEP beyond the end of the school year.

Following changes in red were recommended:

Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For DAEP placement to extend beyond the end of the school year, the administrator must determine that: (1) the student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or (2) the student has engaged in serious or persistent misbehavior that violates the SCC. **For purposes of this section only, "serious or persistent misbehavior" means any misconduct identified as being punishable with placement in DAEP or expulsion or three or more violations of the SCC or repeated occurrences of the same violation.** Changes reflected on page 20.

Other changes:

Page 18 under Regardless of Location – added verbiage about registered sex offender. This is in line with current board policy. If board policy is changed, this section would change as well.

Page 25 Reasons for Discretionary Expulsion: At School: new verbiage as referred to in email above.

**User: Matthews Underwood**

**User Role: District**

Select an option Year 2010-2011 ▾ Help Home Log Out



Financial Integrity Rating System of Texas

## 2010-2011 District Status Detail

<b>Name:</b> LAGO VISTA ISD(227912)		<b>Publication Level 1:</b> 6/28/2012 12:33:14 PM	
<b>Status:</b> Passed		<b>Publication Level 2:</b> None	
<b>Rating:</b> Superior Achievement		<b>Last Updated:</b> 6/28/2012 12:33:14 PM	
<b>District Score:</b> 65		<b>Passing Score:</b> 52	
#	Indicator Description	Updated	Score
1	<u>Was The Total Fund Balance Less Nonspendable and Restricted Fund Balance Greater Than Zero In The General Fund?</u>	6/15/2012 4:35:26 PM	Yes
2	<u>Was the Total Unrestricted Net Asset Balance (Net of Accretion of Interest on Capital Appreciation Bonds) In the Governmental Activities Column in the Statement of Net Assets Greater than Zero? (If the District's 5 Year % Change in Students was 10% more)</u>	6/15/2012 4:35:26 PM	Yes
3	<u>Were There No Disclosures In The Annual Financial Report And/Or Other Sources Of Information Concerning Default On Bonded Indebtedness Obligations?</u>	6/15/2012 4:35:27 PM	Yes
4	<u>Was The Annual Financial Report Filed Within One Month After November 27th or January 28th Deadline Depending Upon The District's Fiscal Year End Date (June 30th or August 31st)?</u>	6/15/2012 4:35:27 PM	Yes
5	<u>Was There An Unqualified Opinion in Annual Financial Report?</u>	6/15/2012 4:35:27 PM	Yes
6	<u>Did The Annual Financial Report Not Disclose Any Instance(s) Of Material Weaknesses In Internal Controls?</u>	6/15/2012 4:35:28 PM	Yes
			1 Multiplier Sum

7	<u>Was The Three-Year Average Percent Of Total Tax Collections (Including Delinquent) Greater Than 98%?</u>	6/15/2012 4:35:28 PM	5
8	<u>Did The Comparison Of PEIMS Data To Like Information In Annual Financial Report Result In An Aggregate Variance Of Less Than 3 Percent Of Expenditures Per Fund Type (Data Quality Measure)?</u>	6/15/2012 4:35:28 PM	5
9	<u>Were Debt Related Expenditures (Net Of IFA And/Or EDA Allotment) &lt; \$350.00 Per Student? (If The District's Five-Year Percent Change In Students = Or &gt; 7%, Or If Property Taxes Collected Per Penny Of Tax Effort &gt; \$200,000 Per Student)</u>	6/15/2012 4:35:28 PM	0
10	<u>Was There No Disclosure In The Annual Audit Report Of Material Noncompliance?</u>	6/15/2012 4:35:29 PM	5
11	<u>Did The District Have Full Accreditation Status In Relation To Financial Management Practices? (e.g. No Conservator Or Monitor Assigned)</u>	6/15/2012 4:35:29 PM	5
12	<u>Was The Aggregate Of Budgeted Expenditures And Other Uses Less Than The Aggregate Of Total Revenues, Other Resources and Fund Balance In General Fund?</u>	6/15/2012 4:35:29 PM	5
13	<u>If The District's Aggregate Fund Balance In The General Fund And Capital Projects Fund Was Less Than Zero, Were Construction Projects Adequately Financed? (To Avoid Creating Or Adding To The Fund Balance Deficit Situation)</u>	6/15/2012 4:35:30 PM	5
14	<u>Was The Ratio Of Cash And Investments To Deferred Revenues (Excluding Amount Equal To Net Delinquent Taxes Receivable) In The General Fund Greater Than Or Equal To 1:1? (If Deferred Revenues Are Less Than Net Delinquent Taxes Receivable)</u>	6/15/2012 4:35:30 PM	5
15	<u>Was The Administrative Cost Ratio Less Than The Threshold Ratio?</u>	6/15/2012 4:35:30 PM	5
16	<u>Was The Ratio Of Students To Teachers Within the Ranges Shown Below According To District Size?</u>	6/15/2012 4:35:30 PM	5
17	<u>Was The Ratio Of Students To Total Staff Within the Ranges Shown Below According To District Size?</u>	6/15/2012 4:35:31 PM	5
18	<u>Was The Decrease In Undesignated Unreserved Fund Balance &lt; 20% Over Two Fiscal Years?(If Total Revenues &gt; Operating Expenditures In The General Fund, Then District Receives 5 Points)</u>	6/15/2012 4:35:31 PM	5
19	<u>Was The Aggregate Total Of Cash And Investments In The General Fund More Than \$0?</u>	6/15/2012 4:35:31 PM	5
20	<u>Were Investment Earnings In All Funds (Excluding Debt Service Fund and Capital Projects Fund) Meet or Exceed the 3-Month Treasury Bill Rate?</u>	6/15/2012 4:35:32	5

		PM	
			65 Weighted Sum
			1 Multiplier Sum
			65 Score

## Determination Of Rating

A. Did The District Answer 'No' To Indicators 1, 2, 3 Or 4? **OR** Did The District Answer 'No' To Both 5 and 6? If So, The District s Rating Is **Substandard Achievement**.

B. Determine Rating By Applicable Range For summation of the indicator scores (Indicators 7-20)

<b>Superior Achievement</b>	64-70
<b>Above Standard Achievement</b>	58-63
<b>Standard Achievement</b>	52-57
<b>Substandard Achievement</b>	<52

## Indicator 17 & 18 Ratios

Indicator 17	Ranges for Ratios		Indicator 18	Ranges for Ratios	
	Low	High		Low	High
District Size - Number of Students			District Size - Number of Students		
Between			Between		
< 500	7	22	< 500	5	14
500-999	10	22	500-999	5.8	14
1000-4999	11.5	22	1000-4999	6.3	14
5000-9999	13	22	5000-9999	6.8	14
=> 10000	13.5	22	=> 10000	7.0	14

Options

- 

Suspension Reason.

Audit Home Page: [School Financial Audits](#) | Send comments or suggestions to [schoolaudits@tea.state.tx.us](mailto:schoolaudits@tea.state.tx.us)

The [Texas Education Agency](#)

1701 North Congress Avenue · Austin, Texas, 78701 · (512) 463-9734

<b>Line Item</b>	<b>Budgeted</b>	<b>Actual</b>	<b>Delta</b>	<b>To Date</b>
Network BOM/Install	\$288,829.00	\$243,960.63	\$44,868.37	\$243,960.63
copper upgrades	\$60,000.00	\$106,183.53	-\$46,183.53	\$80,524.50
fiber upgrades	\$44,825.00	\$23,885.34	\$20,939.66	\$23,885.34
point to point	\$59,400.00	\$93,000.00	-\$33,600.00	\$0.00
apc units	\$15,051.00	\$13,926.50	\$1,124.50	\$0.00
<i>Network Subtotal</i>	\$468,105.00	\$480,956.00	-\$12,851.00	<b>\$348,370.47</b>
<i>Apple Subtotal</i>	\$153,135.00	\$152,099.93	\$1,035.07	\$152,099.93
<b>TOTAL</b>	\$620,000.00		-\$11,815.93	<b>\$500,470.40</b>

# LVISD Parent Survey Results

## June 2012

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Disagree/Strongly
<b>GRADUATES</b>						<b>23.8%</b>
Do you feel that your student has enough access to dual-credit courses? *	39.6%		0.0%		47.9%	<b>39.6%</b>
Do you/does your student feel support from the LVHS staff to pursue higher education? *	27.1%		0.0%		68.8%	<b>27.1%</b>
I feel that my student was provided a varied and useful schedule of courses.	6.4%	17.0%	21.3%	44.7%	10.6%	<b>23.4%</b>
I feel that my student has adequate resource information to investigate further educational opportunities.	0.0%	19.1%	27.7%	38.3%	14.9%	<b>19.1%</b>
My student had an overall positive experience in LVISD.	6.3%	12.5%	12.5%	50.0%	18.8%	<b>18.8%</b>
I feel that LVISD reinforced my values and morals.	2.1%	12.8%	34.0%	34.0%	17.0%	<b>14.9%</b>
<b>HUMAN RESOURCES</b>						<b>11.6%</b>
Communication with my child's school and teachers is regular and meaningful.	3.5%	15.3%	15.3%	35.8%	30.0%	<b>18.8%</b>
I am satisfied with my child's teacher(s).	3.5%	8.9%	13.8%	40.0%	33.9%	<b>12.4%</b>
LVISD teacher salaries and benefits are competitive with those in other districts in the area.	2.1%	8.6%	61.1%	20.7%	7.5%	<b>10.7%</b>
LVISD employs high-quality professionals who are committed to student academic success.	2.6%	6.3%	8.4%	54.2%	28.5%	<b>8.9%</b>
The administration at my child's campus is visible, approachable, and responsive.	2.6%	4.4%	10.5%	42.9%	39.6%	<b>7.0%</b>
<b>INSTRUCTIONAL TECHNOLOGY</b>						<b>15.2%</b>
I feel that the technology offered my child at LVISD prepares him/her for the future.	4.3%	23.3%	19.2%	42.7%	10.6%	<b>27.6%</b>
The technological hardware at my child's campus is sufficient to assist with instruction.	7.2%	17.5%	33.8%	35.0%	6.5%	<b>24.7%</b>
I communicate regularly with my child's teacher(s) through the use of technology (e-mail, Facebook, website).	2.1%	11.2%	12.2%	44.4%	30.1%	<b>13.3%</b>
Teachers regularly use technology to assist in instruction.	1.0%	7.6%	32.5%	45.6%	13.4%	<b>8.6%</b>
Implementing technology in the classroom is vital for the learning of our students.	0.2%	1.4%	5.5%	28.4%	64.4%	<b>1.6%</b>
<b>INSTRUCTIONAL PROGRAMS</b>						<b>23.4%</b>
Lago Vista ISD accommodates the needs of all students, including those headed to college, those who need special education, and those who want to pursue a non-academically oriented vocation (such as a trade).	10.1%	29.3%	25.6%	24.9%	10.1%	<b>39.4%</b>
Lago Vista Middle School and High School have the right elective courses to fit the student population.	11.1%	26.8%	40.3%	17.9%	3.9%	<b>37.9%</b>
Lago Vista schools are educating my child(ren) with sufficient electives, including Art, Music, Foreign Languages, Technology, Debate/Theater.	10.3%	19.6%	18.6%	39.7%	11.8%	<b>29.9%</b>
My school does a good job of meeting the needs of learners in special programs (GT, ESL, Special Ed).	5.9%	12.5%	44.9%	26.2%	10.5%	<b>18.4%</b>
The core curriculum (Math, Science, English, History) is taught at a high level throughout LVISD.	4.4%	13.1%	20.2%	50.4%	11.9%	<b>17.5%</b>
Lago Vista schools are engaging my child's interest and educating him/her/them in "core" subjects such as Language Arts, Mathematics, Science, and History.	3.0%	10.6%	9.4%	57.6%	19.5%	<b>13.6%</b>
The high school A/B (block) schedule is a benefit to the students at Lago Vista High School.	2.5%	4.4%	58.5%	21.2%	13.3%	<b>6.9%</b>

## LVISD Parent Survey Results June 2012

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Disagree/Strongly
<b>FACILITIES</b>						<b>28.3%</b>
The student, staff, and visitor parking areas are adequate (e.g., size, number of spaces, lighting, maintenance, location, and security).	23.5%	43.2%	11.5%	17.6%	4.2%	<b>66.7%</b>
The school's student loading area is safe and adequate for the number of buses and cars.	9.7%	25.2%	20.3%	34.9%	9.9%	<b>34.9%</b>
The school's facilities are adequate to meet the learning needs of all students.	10.7%	23.0%	13.5%	40.8%	12.1%	<b>33.7%</b>
The school district provides students easily accessible, safe, and adequate access to play fields, hard surfaces, and play equipment during the school day.	4.9%	20.0%	19.8%	20.0%	9.6%	<b>24.9%</b>
The school district adequately plans for enrollment growth.	3.8%	16.2%	26.5%	41.3%	12.2%	<b>20.0%</b>
The facilities are securely monitored.	4.0%	13.7%	25.2%	47.2%	9.9%	<b>17.7%</b>
The school district keeps all campuses and grounds clean and in good condition.	4.7%	10.1%	12.7%	54.7%	17.8%	<b>14.8%</b>
The school district provides students adequate access to the existing Library/Media Center.	4.5%	9.4%	23.1%	48.3%	14.6%	<b>13.9%</b>
						<b>15.8%</b>
Extracurricular Programs	6.6%	16.7%	28.4%	34.9%	13.4%	<b>23.3%</b>
Technology	6.3%	13.1%	32.7%	36.8%	11.1%	<b>19.4%</b>
Custodial Services	7.1%	10.4%	27.7%	36.4%	18.3%	<b>17.5%</b>
Cafeteria Services	5.6%	10.9%	31.1%	36.9%	15.7%	<b>16.5%</b>
Communication	5.3%	10.0%	24.5%	37.0%	23.3%	<b>15.3%</b>
Counseling Services	5.1%	9.7%	28.8%	38.0%	18.4%	<b>14.8%</b>
Nurse/Medical Support	6.2%	8.5%	21.2%	31.7%	32.4%	<b>14.7%</b>
Transportation	3.6%	8.4%	29.2%	41.9%	16.9%	<b>12.0%</b>
Maintenance Services	3.1%	6.0%	31.2%	42.1%	17.7%	<b>9.1%</b>
* Answer choices were: YES Not Applicable NO						

# Minutes of Regular Meeting

## The Board of Trustees

### Lago Vista ISD

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A Regular meeting of the Board of Trustees of Lago Vista ISD was held Monday, June 18, 2012, in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

#### Members Present:

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

#### Members Absent:

David Baker

#### Also Present:

Matt Underwood, Superintendent	Robert Gadbois, OBR
Henri Gearing, Asst. Superintendent	Greg Zaleski, Way Companies
Allen Collins, Sodexo	

#### 1. *Invocation*

Laura Vincent called the meeting to order at 6:00pm and led the Pledge of Allegiance and the Pledge to the Texas flag.

#### 2. *Welcome visitors/public participation*

No visitors and no citizens signed up to speak.

#### 3. *Construction Update*

Robert Gadbois, Highlights – dialogue with Civil & Geotechnical engineers. Looking at revising his recommendation to use on-site materials. Series of meetings with city have ended up in a good place where we have deleted almost a mile of utility lines

One item on budget – water tower – sharp reduction in civil engineering fees (contribution to off-site water and sewer)

#### 4. *Review of Interlocal Agreement with City of Lago Vista*

Further discussion of interlocal agreement with City of Lago Vista- Mr. Mark Abbott suggested a reduced water consumption fee in lieu of payback option.

#### 5. *Energy Performance Contract*

Way Company reps were in attendance to answer questions about the proposed contract. Let board know there were a few pieces of information still needed to massage the contract - as far as total actual maintenance cost. We are in a high end as far as energy consumption, we are running about \$1.65S; their target is \$0.90–\$1.10 SF. Majority of savings will be in lighting. One small issue, if we are going to put some new controls here, why don't we bid the controls with the high school and middle school

David Scott motions to accept the contract

Jarrell Roque seconds

Motions carries 6-0

6. *Cafeteria Contract*  
Aramark has put forth a contract with a surplus of \$25,372; Sodexo offered break-even contract.  
Ms. Gearing noted that we are going to have to raise prices with whoever we go with, we are going to have to look at how much we offer  
Mr. Underwood recommends staying with Sodexo  
Mark Abbott motions to stay with Sodexo; Tom Rugel seconded  
Motion carries
7. *TASB Update 94*  
Mostly about district food allergy management plan. Basically, all the info is included in the handbook – we have to train our teachers; make materials available to parents.  
Jerrell moves that we approve Update 94  
Tom Rugel seconds  
Motion carries 6-0
8. *EIC Local Review – Grading Policy*  
First Reading – no action
9. *Superintendent Report*
  - a. TAKS/STAAR Scores
  - b. Safe Room Grant – we didn't get the grant
  - c. Parent Survey Results – Mr. Underwood reviewed parent survey results (included in board packet)
10. *Minutes of previous meetings*  
Jerrell Roque moved to accept minutes as presented  
Mark Abbott seconded  
Motion carries 6-0
11. *Monthly Financial report*  
Ms. Gearing went over monthly financial information.  
Moved \$26 mil into Well Fargo money market  
David Scott moved to accept financial reports as presented  
Mark Abbott seconded  
Motion carried 6-0
12. Closed Session: Assignment and employment  
The board did not go into closed session.
13. Personnel: Assignment and employment  
Mr. Underwood recommended offering probationary classroom teacher contracts to Kyla Buckley (Life Skills) and Kim Bass-Cook (Kindergarten) for the 2012-13 school year.  
David Scott motioned to accept recommendation for hires.  
Stacy Eleuterius seconded  
Motion carried 6-0
14. Personnel: Contract Authority for July Employment  
David Scott made a motion that the board authorize Mr. Underwood to make offers of employment thru Aug 31, 2012 for new personnel  
Mark Abbott seconded  
Motion carries 6-0
15. Adjourn  
There being no more business, The meeting adjourned at 8:05pm

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Board President



<b>Jun-12</b>						
83.33%	11-12					
	<b>Current Year</b>					
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 13,210,993	\$ 13,137,031	\$ 73,962	99.44%	
58XX	STATE PROG. REVENUES	\$ 3,411,312	\$ 3,081,547	\$ 329,765	90.33%	
	<b>TOTAL REVENUE</b>	\$ 16,622,305	\$ 16,218,578	\$ 403,727	97.57%	
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 6,126,018	\$ 4,535,091	\$ 1,590,927	74.03%	
12	LIBRARY	\$ 157,113	\$ 110,138	\$ 46,975	70.10%	
13	STAFF DEVELOPMENT	\$ 26,125	\$ 22,775	\$ 3,350	87.18%	
21	INST. ADMINISTRATION	\$ 186,890	\$ 148,726	\$ 38,164	79.58%	
23	SCHOOL ADMINISTRATION	\$ 695,521	\$ 540,250	\$ 155,271	77.68%	
31	GUID AND COUNSELING	\$ 343,692	\$ 260,187	\$ 83,505	75.70%	
33	HEALTH SERVICES	\$ 75,156	\$ 48,495	\$ 26,661	64.53%	
34	PUPIL TRANSP - REGULAR	\$ 325,150	\$ 306,632	\$ 18,518	94.30%	
36	CO-CURRICULAR ACT	\$ 565,128	\$ 475,691	\$ 89,437	84.17%	
41	GEN ADMINISTRATION	\$ 518,196	\$ 383,153	\$ 135,043	73.94%	
51	PLANT MAINT & OPERATION	\$ 1,079,509	\$ 774,606	\$ 304,903	71.76%	
52	SECURITY	\$ 10,000	\$ 4,430	\$ 5,570	44.30%	
53	DATA PROCESSING	\$ 243,625	\$ 266,149	\$ (22,524)	109.25%	Will amend
61	COMMUNITY SERVICE	\$ 21,867	\$ 3,385	\$ 18,482	15.48%	
71	DEBT SERVICE	\$ 155,000	\$ 154,002	\$ 998	99.36%	
81	CONSTRUCTION	\$ 55,000	\$ -	\$ 55,000	0.00%	
91	STUDENT ATTENDANCE CR	\$ 5,885,132	\$ 3,836,875	\$ 2,048,257	65.20%	
99	TRAVIS COUNTY APP	\$ 90,000	\$ 67,050	\$ 22,950	74.50%	
0	Transfer Out	\$ -		\$ -		
	<b>TOTAL EXPENDITURES</b>	\$ 16,559,122	\$ 11,937,637	\$ 4,621,485	72.09%	
<b>June-11</b>						
83.33%	10-11					
	<b>Prior Year</b>					Variance
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 12,775,899	\$ 12,913,173	\$ (137,274)	101.07%	
57xx	OTHER LOCAL REVENUES	\$ 688,701	\$ 822,317	\$ (133,616)	119.40%	
58xx	STATE PROG. REVENUES	\$ 3,617,200	\$ 2,457,892	\$ 1,159,308	67.95%	
59xx	FED PROG. REVENUES	\$ -	\$ -	\$ -		
	<b>TOTAL REVENUE</b>	\$ 17,081,800	\$ 16,193,382	\$ 888,418	94.80%	15.41%
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 6,444,456	\$ 5,051,020	\$ 1,393,436	78.38%	-4.35%
12	LIBRARY	\$ 190,626	\$ 158,588	\$ 32,038	83.19%	-13.09%
13	STAFF DEVELOPMENT	\$ 37,100	\$ 19,056	\$ 18,044	51.36%	35.81%
21	INST. ADMINISTRATION	\$ 111,678	\$ 77,162	\$ 34,516	69.09%	10.49%
23	SCHOOL ADMINISTRATION	\$ 801,868	\$ 658,801	\$ 143,067	82.16%	-4.48%
31	GUID AND COUNSELING	\$ 323,647	\$ 269,130	\$ 54,517	83.16%	-7.45%
33	HEALTH SERVICES	\$ 116,684	\$ 91,899	\$ 24,785	78.76%	-14.23%
34	PUPIL TRANSP - REGULAR	\$ 474,002	\$ 439,593	\$ 34,409	92.74%	1.56%
36	CO-CURRICULAR ACT	\$ 566,538	\$ 495,048	\$ 71,490	87.38%	-3.21%
41	GEN ADMINISTRATION	\$ 533,305	\$ 410,085	\$ 123,220	76.90%	-2.96%
51	PLANT MAINT & OPERATION	\$ 1,190,530	\$ 947,934	\$ 242,596	79.62%	-7.87%
52	SECURITY	\$ 15,000	\$ 1,952	\$ 13,048	13.01%	31.28%
53	DATA PROCESSING	\$ 197,840	\$ 131,100	\$ 66,740	66.27%	42.98%
61	COMMUNITY SERVICE	\$ 26,026	\$ 18,136	\$ 7,890	69.68%	-54.20%
81	CONSTRUCTION	\$ -	\$ -	\$ -		0.00%
91	STUDENT ATTENDANCE CR	\$ 5,920,500	\$ 4,028,617	\$ 1,891,883	68.05%	-2.85%
99	TRAVIS COUNTY APP	\$ 87,000	\$ 82,061	\$ 4,939	94.32%	-19.82%
0	TRANSFER OUT	\$ 45,000	\$ -	\$ 45,000	0.00%	
	<b>TOTAL EXPENDITURES</b>	\$ 17,081,800	\$ 12,880,182	\$ 4,201,618	75.40%	-3.31%



BANK STATEMENTS/INVESTMENTS												
11-12	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 188,426.74	\$ 250,392.39	\$ 161,445.49	\$ 284,520.23	\$ 191,797.23	\$ 130,635.62	\$ 283,902.01	\$ 264,811.80	\$ 271,913.90	\$ 166,250.57		
Cap Proj	\$ 19,281.96	\$ 19,282.78	\$ 19,283.57	\$ 19,284.36	\$ 19,285.21	\$ 18,035.94	\$ 18,036.68	\$ 18,037.45	\$ 18,038.22	\$ 18,038.94		
CD's SSB	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	
Lonestar M & O	\$ 3,369,170.86	\$ 3,670,510.54	\$ 3,802,657.95	\$ 6,083,781.98	\$ 11,511,211.19	\$ 12,161,303.78	\$ 11,679,565.96	\$ 9,518,493.27	\$ 8,090,477.34	\$ 5,820,457.10		
Lonestar I&S	\$ 610,062.85	\$ 625,463.15	\$ 730,636.05	\$ 1,189,028.46	\$ 1,992,115.10	\$ 2,057,065.08	\$ 2,147,047.74	\$ 2,170,300.79	\$ 2,181,171.83	\$ 2,200,540.72		
Lonestar Constr	\$ 200,975.60	\$ 201,014.91	\$ 201,056.18	\$ 201,056.18	\$ 201,155.89	\$ 201,197.75	\$ 201,242.99	\$ 201,287.29	\$ 201,328.82	\$ 201,370.15		
TOTAL	\$ 7,387,918.01	\$ 7,766,663.77	\$ 7,915,079.24	\$ 10,777,671.21	\$ 16,915,564.62	\$ 17,568,238.17	\$ 17,329,795.38	\$ 15,172,930.60	\$ 13,762,930.11	\$ 11,406,657.48		
Difference	#REF!	\$ 378,745.76	\$ 148,415.47	\$ 2,862,591.97	\$ 6,137,893.41	\$ 652,673.55	\$ (238,442.79)	\$ (2,156,864.78)	\$ (1,410,000.49)	\$ (2,356,272.63)		
<b>INTEREST EARNED</b>												
General	\$ 13.13	\$ 13.78	\$ 9.14	\$ 12.21	\$ 9.63	\$ 7.82	\$ 8.74	\$ 8.77	\$ 9.85	\$ 8.54		
CD'Ss SSB			\$ 756.17			\$ 6,807.63				\$ 1,754.79		
Lonestar M & O	\$ 420.07	\$ 629.19	\$ 768.81	\$ 1,061.10	\$ 2,505.02	\$ 2,632.78	\$ 2,707.93	\$ 2,360.37	\$ 1,839.02	\$ 1,431.68		
Lonestar I&S	\$ 96.37	\$ 120.39	\$ 139.02	\$ 215.46	\$ 437.30	\$ 439.50	\$ 475.79	\$ 476.19	\$ 449.13	\$ 449.36		
Lonestar Constr	\$ 31.94	\$ 39.31	\$ 41.27	\$ 47.76	\$ 51.95	\$ 41.86	\$ 45.24	\$ 44.30	\$ 41.53	\$ 41.33		
TOTAL INTEREST	\$ 561.51	\$ 802.67	\$ 1,714.41	\$ 1,336.53	\$ 3,003.90	\$ 9,929.59	\$ 3,237.70	\$ 2,889.63	\$ 2,339.53	\$ 3,685.70		
Cumulative		\$ 1,364.18	\$ 3,078.59	\$ 4,415.12	\$ 7,419.02	\$ 17,348.61	\$ 20,586.31	\$ 23,475.94	\$ 25,815.47	\$ 29,501.17		
<b>10-11</b>	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 49,719.66	\$ 49,858.55	\$ 49,769.58	\$ 49,774.40	\$ 49,783.46	\$ 49,779.33	\$ 49,851.27	\$ 104,184.09	\$ 180,618.23	\$ 260,764.98	\$ 130,926.87	\$ 202,617.54
Gen Sweep	\$ 93,006.57	\$ 181,578.29	\$ 260,755.70	\$ 99,245.26	\$ 121,090.23	\$ 177,848.15	\$ 177,848.13	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
Cap Proj Sweep	\$ 49,935.75	\$ 49,945.67	\$ 49,956.62	\$ 49,967.23	\$ 49,977.84	\$ 49,987.42	\$ 49,998.03	\$ 50,006.09	CLOSED	CLOSED	CLOSED	CLOSED
I & S	\$ 235.46	\$ 235.50	\$ 235.54	\$ 235.58	\$ 235.62	\$ 235.66	\$ 235.70	\$ 235.74	\$ 235.78	\$ 235.80	\$ 235.82	\$ 235.84
CD's SSB	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Lonestar M & O	\$ 1,460,904.98	\$ 2,365,266.60	\$ 2,363,612.51	\$ 5,871,555.00	\$ 9,855,974.75	\$ 10,579,406.19	\$ 9,346,443.68	\$ 7,881,484.50	\$ 6,548,705.67	\$ 4,864,395.60	\$ 3,522,663.06	\$ 2,511,716.59
Lonestar I&S	\$ 601,582.56	\$ 617,219.79	\$ 724,219.07	\$ 1,311,230.02	\$ 1,936,266.52	\$ 2,069,433.86	\$ 2,139,210.06	\$ 2,157,960.15	\$ 2,193,436.96	\$ 2,207,392.50	\$ 2,219,618.61	\$ 601,350.25
Lonestar Constr	\$ 200,531.74	\$ 200,578.69	\$ 200,619.15	\$ 200,660.25	\$ 200,700.77	\$ 200,737.39	\$ 200,776.02	\$ 200,815.99	\$ 200,852.71	\$ 200,885.02	\$ 200,914.07	\$ 200,943.66
TOTAL	\$ 5,455,916.72	\$ 6,464,683.09	\$ 6,649,168.17	\$ 10,582,667.74	\$ 15,214,029.19	\$ 16,127,428.00	\$ 14,964,362.89	\$ 13,394,686.56	\$ 12,123,849.35	\$ 10,533,673.90	\$ 9,074,358.43	\$ 6,516,863.88
Difference		\$ 1,008,766.37	\$ 184,485.08	\$ 3,933,499.57	\$ 4,631,361.45	\$ 913,398.81	\$ (1,163,065.11)	\$ (1,569,676.33)	\$ (1,270,837.21)	\$ (1,590,175.45)	\$ (1,459,315.47)	\$ (2,557,494.55)
<b>INTEREST EARNED</b>												
General	\$ 8.22	\$ 8.05	\$ 8.77	\$ 8.50	\$ 8.56	\$ 7.68	\$ 8.07	\$ 16.91	\$ 27.24	\$ 8.26	\$ 14.99	\$ 20.12
Gen Sweep	\$ 33.05	\$ 32.07	\$ 45.53	\$ 36.91	\$ 39.45	\$ 19.83	\$ 26.57	\$ 13.07	CLOSED	CLOSED	CLOSED	CLOSED
Cap Proj Sweep	\$ 10.26	\$ 9.92	\$ 10.95	\$ 10.61	\$ 10.61	\$ 9.58	\$ 10.61	\$ 7.06	CLOSED	CLOSED	CLOSED	CLOSED
I & S	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.02	\$ 0.02	\$ 0.04
CD'Ss SSB			\$ 6,069.86			\$ 9,546.56			\$ 11,186.30			\$ 3,738.71
Lonestar M & O	\$ 581.85	\$ 363.83	\$ 475.80	\$ 745.95	\$ 1,734.44	\$ 2,028.80	\$ 2,069.07	\$ 1,644.16	\$ 1,331.53	\$ 948.38	\$ 613.87	\$ 435.97
Lonestar I&S	\$ 162.17	\$ 142.75	\$ 135.87	\$ 195.42	\$ 344.28	\$ 385.87	\$ 429.75	\$ 406.63	\$ 397.74	\$ 354.36	\$ 320.10	\$ 192.74
Lonestar Constr	\$ 108.40	\$ 46.95	\$ 40.46	\$ 41.10	\$ 40.52	\$ 36.62	\$ 40.63	\$ 37.97	\$ 36.72	\$ 32.31	\$ 29.05	\$ 29.59
TOTAL INTEREST	\$ 903.99	\$ 603.61	\$ 6,787.28	\$ 1,038.53	\$ 2,177.90	\$ 12,034.98	\$ 2,584.74	\$ 2,125.84	\$ 12,979.57	\$ 1,343.33	\$ 978.03	\$ 4,417.17
Cumulative		\$ 1,507.60	\$ 8,294.88	\$ 9,333.41	\$ 11,511.31	\$ 23,546.29	\$ 26,131.03	\$ 28,256.87	\$ 41,236.44	\$ 42,579.77	\$ 43,557.80	\$ 47,974.97

BOND 2011-2012													
11-12		Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
Lonestar Construction 2012					\$ 9,850,595.43	\$ 9,721,306.25	\$ 9,715,628.95	\$ 29,373,250.98	\$ 29,155,921.28	\$ 28,908,977.97	\$ 2,757,325.14		
SSB Construction 2012						\$ 91,377.76	\$ 82,961.54	\$ 72,544.89	\$ 59,810.52	\$ 70,595.08	\$ 54,072.02		
Wells Fargo CDs											\$ 2,160,000.00		
Wells Fargo Bonds											\$ 14,249,030.18		
Wells Fargo Money Market											\$ 9,595,653.19		
Total						\$ 9,812,684.01	\$ 9,798,590.49	\$ 29,445,795.87	\$ 29,215,731.80	\$ 28,979,573.05	\$ 28,816,080.53		
Difference month to month						\$ (37,911.42)	\$ (14,093.52)	\$ 19,647,205.38	\$ (230,064.07)	\$ (236,158.75)	\$ (163,492.52)		
INTEREST EARNED													
Lonestar Construction 2012					\$ 251.73	\$ 2,517.62	\$ 2,022.70	\$ 4,743.76	\$ 6,442.48	\$ 5,971.17	\$ 1,266.79		
SSB Construction 2012						\$ 3.44	\$ 3.55	\$ 3.40	\$ 3.03	\$ 4.21	\$ 2.69		
Wells Fargo CDs													
Wells Fargo Bonds													
Wells Fargo Money Market											\$ 4,683.37		
Total						\$ 2,521.06	\$ 2,026.25	\$ 4,747.16	\$ 6,445.51	\$ 5,975.38	\$ 5,952.85		
Cumulative Total - interest						\$ 2,772.79	\$ 4,799.04	\$ 9,546.20	\$ 15,991.71	\$ 21,967.09	\$ 27,919.94		

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

Fund 199 / 2 GENERAL FUND

	Estimated Revenue (Budget)	Revenue Realized Current/Next	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	13,136,292.00	-140,544.98	-13,048,899.26	87,392.74	99.33%
5730 - TUITION & FEES FROM PATRONS	2,000.00	.00	.00	2,000.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	45,101.00	-3,705.60	-62,611.72	-17,510.72	138.83%
5750 - ATHLETIC ACTIIVTY REVENUE	27,500.00	.00	-25,519.75	1,980.25	92.80%
5760 - OTHER REV FM LOCAL SOURCE	100.00	.00	.00	100.00	.00%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>13,210,993.00</b>	<b>-144,250.58</b>	<b>-13,137,030.73</b>	<b>73,962.27</b>	<b>99.44%</b>
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	3,029,279.00	-64,252.00	-2,812,237.00	217,042.00	92.84%
5830 - TRS ON-BEHALF	382,033.00	-29,965.72	-269,310.12	112,722.88	70.49%
<b>Total STATE PROGRAM REVENUES</b>	<b>3,411,312.00</b>	<b>-94,217.72</b>	<b>-3,081,547.12</b>	<b>329,764.88</b>	<b>90.33%</b>
<b>Total Revenue Local-State-Federal</b>	<b>16,622,305.00</b>	<b>-238,468.30</b>	<b>-16,218,577.85</b>	<b>403,727.15</b>	<b>97.57%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-5,802,303.00	.00	4,312,517.26	399,526.15	-1,489,785.74	74.32%
6200 - PURCHASE & CONTRACTED SVS	-138,875.00	6,585.60	88,105.47	5,730.26	-44,183.93	63.44%
6300 - SUPPLIES AND MATERIALS	-164,365.00	119,830.98	171,425.61	65,694.47	126,891.59	104.30%
6400 - OTHER OPERATING EXPENSES	-20,475.00	60.00	12,041.51	4,209.96	-8,373.49	58.81%
6600 - CPTL OUTLY LAND BLDG & EQUIP	.00	.00	.00	.00	.00	.00%
<b>Total Function11 INSTRUCTION</b>	<b>-6,126,018.00</b>	<b>126,476.58</b>	<b>4,584,089.85</b>	<b>475,160.84</b>	<b>-1,415,451.57</b>	<b>74.83%</b>
12 - LIBRARY						
6100 - PAYROLL COSTS	-124,033.00	.00	81,083.58	7,249.60	-42,949.42	65.37%
6200 - PURCHASE & CONTRACTED SVS	-5,250.00	.00	3,368.49	.00	-1,881.51	64.16%
6300 - SUPPLIES AND MATERIALS	-26,550.00	33.98	25,755.90	2,284.99	-760.12	97.01%
6400 - OTHER OPERATING EXPENSES	-1,280.00	.00	.00	.00	-1,280.00	-.00%
<b>Total Function12 LIBRARY</b>	<b>-157,113.00</b>	<b>33.98</b>	<b>110,207.97</b>	<b>9,534.59</b>	<b>-46,871.05</b>	<b>70.15%</b>
13 - CURRICULUM						
6200 - PURCHASE & CONTRACTED SVS	-10,000.00	.00	9,664.00	124.00	-336.00	96.64%
6300 - SUPPLIES AND MATERIALS	-3,000.00	.00	1,330.48	37.84	-1,669.52	44.35%
6400 - OTHER OPERATING EXPENSES	-13,125.00	2,578.24	12,216.00	2,913.35	1,669.24	93.07%
<b>Total Function13 CURRICULUM</b>	<b>-26,125.00</b>	<b>2,578.24</b>	<b>23,210.48</b>	<b>3,075.19</b>	<b>-336.28</b>	<b>88.84%</b>
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-171,290.00	.00	135,984.22	13,752.19	-35,305.78	79.39%
6200 - PURCHASE & CONTRACTED SVS	-1,569.00	.00	.00	.00	-1,569.00	-.00%
6300 - SUPPLIES AND MATERIALS	-12,000.00	8.00	10,790.25	.00	-1,201.75	89.92%
6400 - OTHER OPERATING EXPENSES	-2,031.00	16.65	1,951.87	445.00	-62.48	96.10%
<b>Total Function21 INSTRUCTIONAL</b>	<b>-186,890.00</b>	<b>24.65</b>	<b>148,726.34</b>	<b>14,197.19</b>	<b>-38,139.01</b>	<b>79.58%</b>
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-679,366.00	.00	532,813.62	53,588.15	-146,552.38	78.43%
6200 - PURCHASE & CONTRACTED SVS	-625.00	.00	.00	.00	-625.00	-.00%
6300 - SUPPLIES AND MATERIALS	-8,625.00	5,925.28	4,422.16	.00	1,722.44	51.27%
6400 - OTHER OPERATING EXPENSES	-6,905.00	781.90	4,224.99	1,776.13	-1,898.11	61.19%
<b>Total Function23 CAMPUS ADMINISTRATION</b>	<b>-695,521.00</b>	<b>6,707.18</b>	<b>541,460.77</b>	<b>55,364.28</b>	<b>-147,353.05</b>	<b>77.85%</b>
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-320,642.00	.00	246,300.61	26,886.30	-74,341.39	76.81%
6200 - PURCHASE & CONTRACTED SVS	-9,150.00	.00	8,872.15	1,200.00	-277.85	96.96%
6300 - SUPPLIES AND MATERIALS	-7,725.00	.00	2,443.42	130.20	-5,281.58	31.63%
6400 - OTHER OPERATING EXPENSES	-6,175.00	699.53	3,770.57	903.71	-1,704.90	61.06%
<b>Total Function31 GUIDANCE AND</b>	<b>-343,692.00</b>	<b>699.53</b>	<b>261,386.75</b>	<b>29,120.21</b>	<b>-81,605.72</b>	<b>76.05%</b>
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-72,406.00	.00	46,036.93	4,887.75	-26,369.07	63.58%
6300 - SUPPLIES AND MATERIALS	-2,500.00	.00	2,303.44	.00	-196.56	92.14%
6400 - OTHER OPERATING EXPENSES	-250.00	.00	155.00	80.00	-95.00	62.00%
<b>Total Function33 HEALTH SERVICES</b>	<b>-75,156.00</b>	<b>.00</b>	<b>48,495.37</b>	<b>4,967.75</b>	<b>-26,660.63</b>	<b>64.53%</b>
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE & CONTRACTED SVS	-265,000.00	.00	246,991.14	39,054.37	-18,008.86	93.20%
6300 - SUPPLIES AND MATERIALS	-60,000.00	.00	56,294.59	-1,226.38	-3,705.41	93.82%
6400 - OTHER OPERATING EXPENSES	-150.00	.00	20.30	.00	-129.70	13.53%
6600 - CPTL OUTLY LAND BLDG & EQUIP	.00	.00	.00	.00	.00	.00%
<b>Total Function34 PUPIL TRANSPORTATION-</b>	<b>-325,150.00</b>	<b>.00</b>	<b>303,306.03</b>	<b>37,827.99</b>	<b>-21,843.97</b>	<b>93.28%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-234,773.00	.00	201,440.70	16,703.48	-33,332.30	85.80%
6200 - PURCHASE & CONTRACTED SVS	-86,200.00	.00	86,462.32	6,622.02	262.32	100.30%
6300 - SUPPLIES AND MATERIALS	-96,660.00	11,288.77	86,683.45	7,363.48	1,312.22	89.68%
6400 - OTHER OPERATING EXPENSES	-147,495.00	3,431.61	120,531.86	21,871.25	-23,531.53	81.72%
<b>Total Function36 CO-CURRICULAR ACTIVITIES</b>	<b>-565,128.00</b>	<b>14,720.38</b>	<b>495,118.33</b>	<b>52,560.23</b>	<b>-55,289.29</b>	<b>87.61%</b>
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-389,496.00	.00	312,093.74	31,529.16	-77,402.26	80.13%
6200 - PURCHASE & CONTRACTED SVS	-78,450.00	7,565.90	44,344.83	12,410.68	-26,539.27	56.53%
6300 - SUPPLIES AND MATERIALS	-10,250.00	129.90	8,433.67	36.93	-1,686.43	82.28%
6400 - OTHER OPERATING EXPENSES	-40,000.00	1,678.76	25,398.68	6,983.00	-12,922.56	63.50%
<b>Total Function41 GENERAL ADMINISTRATION</b>	<b>-518,196.00</b>	<b>9,374.56</b>	<b>390,270.92</b>	<b>50,959.77</b>	<b>-118,550.52</b>	<b>75.31%</b>
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-206,159.00	.00	126,183.76	12,591.30	-79,975.24	61.21%
6200 - PURCHASE & CONTRACTED SVS	-765,000.00	138.45	618,694.76	114,380.15	-146,166.79	80.88%
6300 - SUPPLIES AND MATERIALS	-68,000.00	895.63	29,378.56	-13,737.29	-37,725.81	43.20%
6400 - OTHER OPERATING EXPENSES	-40,350.00	.00	40,487.00	.00	137.00	100.34%
<b>Total Function51 PLANT MAINTENANCE &amp;</b>	<b>-1,079,509.00</b>	<b>1,034.08</b>	<b>814,744.08</b>	<b>113,234.16</b>	<b>-263,730.84</b>	<b>75.47%</b>
52 - SECURITY						
6200 - PURCHASE & CONTRACTED SVS	-10,000.00	.00	4,149.75	.00	-5,850.25	41.50%
6300 - SUPPLIES AND MATERIALS	.00	.00	279.90	100.00	279.90	.00%
<b>Total Function52 SECURITY</b>	<b>-10,000.00</b>	<b>.00</b>	<b>4,429.65</b>	<b>100.00</b>	<b>-5,570.35</b>	<b>44.30%</b>
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-162,775.00	.00	116,387.47	11,997.91	-46,387.53	71.50%
6200 - PURCHASE & CONTRACTED SVS	-57,350.00	23,296.00	392,895.83	361,233.49	358,841.83	685.08%
6300 - SUPPLIES AND MATERIALS	-22,500.00	14,262.00	19,030.41	.00	10,792.41	84.58%
6400 - OTHER OPERATING EXPENSES	-1,000.00	.00	410.79	.00	-589.21	41.08%
<b>Total Function53 DATA PROCESSING</b>	<b>-243,625.00</b>	<b>37,558.00</b>	<b>528,724.50</b>	<b>373,231.40</b>	<b>322,657.50</b>	<b>217.02%</b>
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-21,867.00	.00	3,385.29	384.69	-18,481.71	15.48%
<b>Total Function61 COMMUNITY SERVICES</b>	<b>-21,867.00</b>	<b>.00</b>	<b>3,385.29</b>	<b>384.69</b>	<b>-18,481.71</b>	<b>15.48%</b>
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-155,000.00	.00	154,002.18	.00	-997.82	99.36%
<b>Total Function71 DEBT SERVICES</b>	<b>-155,000.00</b>	<b>.00</b>	<b>154,002.18</b>	<b>.00</b>	<b>-997.82</b>	<b>99.36%</b>
81 - CAPITAL PROJECTS						
6200 - PURCHASE & CONTRACTED SVS	-55,000.00	.00	.00	.00	-55,000.00	-.00%
<b>Total Function81 CAPITAL PROJECTS</b>	<b>-55,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-55,000.00</b>	<b>-.00%</b>
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE & CONTRACTED SVS	-5,885,132.00	.00	4,604,250.00	1,534,750.00	-1,280,882.00	78.24%
<b>Total Function91 CHAPTER 41 PAYMENT</b>	<b>-5,885,132.00</b>	<b>.00</b>	<b>4,604,250.00</b>	<b>1,534,750.00</b>	<b>-1,280,882.00</b>	<b>78.24%</b>
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE & CONTRACTED SVS	-90,000.00	.00	67,050.07	10,774.23	-22,949.93	74.50%
<b>Total Function99 PAYMENT TO OTHER</b>	<b>-90,000.00</b>	<b>.00</b>	<b>67,050.07</b>	<b>10,774.23</b>	<b>-22,949.93</b>	<b>74.50%</b>
<b>Total Expenditures</b>	<b>-16,559,122.00</b>	<b>199,207.18</b>	<b>13,082,858.58</b>	<b>2,765,242.52</b>	<b>-3,277,056.24</b>	<b>79.01%</b>

	Estimated Revenue (Budget)	Revenue Realized Current/Next	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - ATHLETIC ACTIIVTY REVENUE	329,884.00	-6,063.24	-273,256.11	56,627.89	82.83%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>329,884.00</b>	<b>-6,063.24</b>	<b>-273,256.11</b>	<b>56,627.89</b>	<b>82.83%</b>
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	3,205.00	.00	-3,148.74	56.26	98.24%
<b>Total STATE PROGRAM REVENUES</b>	<b>3,205.00</b>	<b>.00</b>	<b>-3,148.74</b>	<b>56.26</b>	<b>98.24%</b>
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	197,754.00	-29,068.25	-222,674.28	-24,920.28	112.60%
<b>Total FEDERAL PROGRAM REVENUES</b>	<b>197,754.00</b>	<b>-29,068.25</b>	<b>-222,674.28</b>	<b>-24,920.28</b>	<b>112.60%</b>
<b>Total Revenue Local-State-Federal</b>	<b>530,843.00</b>	<b>-35,131.49</b>	<b>-499,079.13</b>	<b>31,763.87</b>	<b>94.02%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6200 - PURCHASE & CONTRACTED SVS	-507,093.00	.00	522,269.16	67,718.97	15,176.16	102.99%
6300 - SUPPLIES AND MATERIALS	-23,750.00	.00	.00	.00	-23,750.00	-.00%
<b>Total Function35 FOOD SERVICES</b>	<b>-530,843.00</b>	<b>.00</b>	<b>522,269.16</b>	<b>67,718.97</b>	<b>-8,573.84</b>	<b>98.38%</b>
<b>Total Expenditures</b>	<b>-530,843.00</b>	<b>.00</b>	<b>522,269.16</b>	<b>67,718.97</b>	<b>-8,573.84</b>	<b>98.38%</b>

	Estimated Revenue (Budget)	Revenue Realized Current/Next	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	1,846,964.00	-18,919.53	-1,756,543.37	90,420.63	95.10%
5740 - INTEREST, RENT, MISC REVENUE	3,000.00	-449.36	-3,298.53	-298.53	109.95%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>1,849,964.00</b>	<b>-19,368.89</b>	<b>-1,759,841.90</b>	<b>90,122.10</b>	<b>95.13%</b>
<b>Total Revenue Local-State-Federal</b>	<b>1,849,964.00</b>	<b>-19,368.89</b>	<b>-1,759,841.90</b>	<b>90,122.10</b>	<b>95.13%</b>

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

Fund 599 / 2 DEBT SERVICE FUND

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-1,849,964.00	.00	160,887.27	.00	-1,689,076.73	8.70%
<b>Total Function 71 DEBT SERVICES</b>	<b>-1,849,964.00</b>	<b>.00</b>	<b>160,887.27</b>	<b>.00</b>	<b>-1,689,076.73</b>	<b>8.70%</b>
<b>Total Expenditures</b>	<b>-1,849,964.00</b>	<b>.00</b>	<b>160,887.27</b>	<b>.00</b>	<b>-1,689,076.73</b>	<b>8.70%</b>

	Estimated Revenue (Budget)	Revenue Realized Current/Next	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	.00	-5,952.85	-27,919.94	-27,919.94	.00%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>.00</b>	<b>-5,952.85</b>	<b>-27,919.94</b>	<b>-27,919.94</b>	<b>.00%</b>
7000 - OTHER RESOURCES-NON-OPERATING					
7900 - OTHER RESOURCES/TRANSFER IN					
7910 - OTHER RESOURCES	29,986,170.95	.00	-29,986,170.95	.00	100.00%
<b>Total OTHER RESOURCES/TRANSFER IN</b>	<b>29,986,170.95</b>	<b>.00</b>	<b>-29,986,170.95</b>	<b>.00</b>	<b>100.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>29,986,170.95</b>	<b>-5,952.85</b>	<b>-30,014,090.89</b>	<b>-27,919.94</b>	<b>100.09%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-386,170.95	.00	379,801.09	.00	-6,369.86	98.35%
<b>Total Function71 DEBT SERVICES</b>	<b>-386,170.95</b>	<b>.00</b>	<b>379,801.09</b>	<b>.00</b>	<b>-6,369.86</b>	<b>98.35%</b>
81 - CAPITAL PROJECTS						
6600 - CPTL OUTLY LAND BLDG & EQUIP	-29,600,000.00	43,123.88	955,676.80	306,911.90	-28,601,199.32	3.23%
<b>Total Function81 CAPITAL PROJECTS</b>	<b>-29,600,000.00</b>	<b>43,123.88</b>	<b>955,676.80</b>	<b>306,911.90</b>	<b>-28,601,199.32</b>	<b>3.23%</b>
<b>Total Expenditures</b>	<b>-29,986,170.95</b>	<b>43,123.88</b>	<b>1,335,477.89</b>	<b>306,911.90</b>	<b>-28,607,569.18</b>	<b>4.45%</b>

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

Fund 699 / 2 CAPITAL PROJECTS

	Estimated Revenue (Budget)	Revenue Realized Current/Next	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	500.00	-42.05	-434.85	65.15	86.97%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>500.00</b>	<b>-42.05</b>	<b>-434.85</b>	<b>65.15</b>	<b>86.97%</b>
<b>Total Revenue Local-State-Federal</b>	<b>500.00</b>	<b>-42.05</b>	<b>-434.85</b>	<b>65.15</b>	<b>86.97%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
81 - CAPITAL PROJECTS						
6200 - PURCHASE & CONTRACTED SVS	-70,000.00	.00	1,250.00	.00	-68,750.00	1.79%
6300 - SUPPLIES AND MATERIALS	-50,000.00	.00	.00	.00	-50,000.00	-.00%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-100,905.00	.00	.00	.00	-100,905.00	-.00%
<b>Total Function81 CAPITAL PROJECTS</b>	<b>-220,905.00</b>	<b>.00</b>	<b>1,250.00</b>	<b>.00</b>	<b>-219,655.00</b>	<b>.57%</b>
<b>Total Expenditures</b>	<b>-220,905.00</b>	<b>.00</b>	<b>1,250.00</b>	<b>.00</b>	<b>-219,655.00</b>	<b>.57%</b>

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

Fund 711 / 2 LITTLE VIKINGS DAYCARE

	<u>Estimated Revenue (Budget)</u>	<u>Revenue Realized Current/Next</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5730 - TUITION & FEES FROM PATRONS	119,325.00	-8,170.74	-109,000.14	10,324.86	91.35%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>119,325.00</b>	<b>-8,170.74</b>	<b>-109,000.14</b>	<b>10,324.86</b>	<b>91.35%</b>
<b>Total Revenue Local-State-Federal</b>	<b>119,325.00</b>	<b>-8,170.74</b>	<b>-109,000.14</b>	<b>10,324.86</b>	<b>91.35%</b>

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

Fund 711 / 2 LITTLE VIKINGS DAYCARE

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-113,000.00	.00	77,475.69	20,175.38	-35,524.31	68.56%
6300 - SUPPLIES AND MATERIALS	-3,000.00	687.86	605.51	.00	-1,706.63	20.18%
6400 - OTHER OPERATING EXPENSES	-3,325.00	175.00	1,511.70	1,298.70	-1,638.30	45.46%
<b>Total Function61 COMMUNITY SERVICES</b>	<b>-119,325.00</b>	<b>862.86</b>	<b>79,592.90</b>	<b>21,474.08</b>	<b>-38,869.24</b>	<b>66.70%</b>
<b>Total Expenditures</b>	<b>-119,325.00</b>	<b>862.86</b>	<b>79,592.90</b>	<b>21,474.08</b>	<b>-38,869.24</b>	<b>66.70%</b>

<b>Lago Vista ISD</b>				
<b>Budget Amendments</b>			7/16/2012	
<b>2011-2012</b>				
<b>AMENDMENT #3</b>				
<b>Fund 199</b>				<b>New</b>
<b>Account Code</b>	<b>Description</b>	<b>Budget</b>	<b>Amendment</b>	<b>Balance</b>
199-00-5812-00-000-200-000	State Foundation School Funds	\$ 2,732,753.00	\$ 282,931.00	\$ 3,015,684.00
199-00-5811-00-000-200-000	Per Capita/Available School Fund	\$ 296,526.00	\$ 2,812.00	\$ 299,338.00
	Net Change in Revenue		\$ 285,743.00	
199-53-6219-00-850-200-000	Tech Professiona Services	\$ 35,000.00	\$ 325,743.00	\$ 360,743.00
199-53-6399-00-999-299-000	Tech Supplies and Materials	\$ 22,500.00	\$ 15,000.00	\$ 37,500.00
199-81-6219-00-999-299-000	Capital Project Contracted Services	\$ 55,000.00	\$ (55,000.00)	\$ -
	Net Change in Expenditures		\$ 285,743.00	
Explanation:				
Template run with final numbers - projected payment from state				
Tax revenue and Chapter 41 payment adjusted in May				
Technology improvements				

**Notice of Public Meeting to Discuss  
Budget and Proposed Tax Rate**

**Comparison of Proposed Rates with Last Year's Rates**

	<u>Maintenance &amp; Operations</u>	<u>Interest &amp; Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	1.04000	0.14000	1.18000	7,193	2,624
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	1.05326	0.29042	1.34368	9,248	2,408
Proposed Rate	1.04000	0.28000	1.32000	9,095	2,010

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