

Board Workshop Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held December 13, 2004, beginning at 5:30 PM in the Educational Development Center, Live Oak Room

607 RR 620 North
Austin, TX 78734.

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

1. Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Audience Comments
4. Call To Order
5. Executive Session
6. Superintendent's Report
 - A. December Students of the Month 3
7. Student Support of Voluntary Elementary Spanish Program 4
8. Pre-Legislative Conference Update
9. Discussion and/or Action
10. Executive Session
11. Elementary School Site Acquisitions - 2001 Bond and Housing Developments
12. Finance and Support Services
13. Construction
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15. Update 7
16. 2005 Bond Program
17. Architectural/Engineering Team 12
18. Construction Manager At-Risk 13
19. Finance
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20. Annual Investment Report, Investment Brokers and Dealers, and Independent Sources of Investment Training 27
21. Administration
22. Second Reading of Local Policy Revisions and Deletions Included in Localized Policy Manual Update 73 32
23. Professional Employee Contracts 84
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26. Consent Agenda
 - A. October 2004 Financials - Statement of Revenues and Expenditures, Balance Sheet, Summary of Tax Collections 104

27. Minutes of November 15 Board Meeting, December 1 Board Workshop and December 8 Board/Superintendent Conference 108
28. Upcoming Meetings
29. December 1, 2004 - Board Workshop
30. December 8, 2004 - Board/Superintendent Conference
31. December 13, 2004 - Board Meeting
32. January 11, 2005 - Board Workshop
33. January 24, 2005 - Board Meeting

DECEMBER Students of the Month

Bee Cave Elementary School – Lucy Aviles, 4th Grade
Parents: Pablo Aviles & Martha Betancourt

Lakeway Elementary School - Summer Bostick, 4th Grade
Parents: Mark & Tammy

Lake Pointe Elementary School - Nestor Fesas, III, 4th Grade
Parents: Nestor & Margo

Lake Travis Middle School - Curtis Davis, 8th Grade
Parents: Glenn & Colleen

Hudson Bend Middle School - Tai Nguyen, 6th Grade
Parents: Tien Nguyen

Lake Travis High School - Paul Crossley, 12th Grade
Parents: Tony & Mary

Lake Travis Independent School District

3322 Ranch Road 620 South, Austin, Texas 78738
512.533.6019 (phone) · 512.533.6003 (fax)
www.laketravis.txed.net

SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Recognize Student Support of Volunteer Elementary Spanish Program
RECOMMENDED ACTION	none
RATIONALE	<p>The LTHS Spanish classes (periods 1 and 3) have worked to support the 'pilot' of the Elementary Spanish Program this semester. It has required committed time outside of class to plan and prepare for lessons to be delivered to Kindergarten students at Lakeway and Bee Cave Elementary. Lake Point parents and community members are delivering the same program.</p> <p>This is an information item – intended to recognize the students AND the teacher, Ms. Bertha Halfmann, for going the extra distance to partner in quality services for students.</p>
COMMITTEE CONSIDERATION	<p>As a follow up to our commitment to review the findings of the 2000 Needs Assessment conducted by the LTISD community, we sought (and received) a grant from the LTEF for Elementary Spanish curriculum and training to return an 'experience based' awareness program in Spanish. The partnership needed was teachers to deliver the curriculum. While we had enough volunteers for LPE, the students at LTHS stepped in to fill the gap so that all kindergarten students (LWE and BCE) would receive a once a week 30 minute lesson.</p> <p>Our goal will be to extend this by a grade level each year so that students will receive 6 years of weekly engagement in cultural and language experience prior to entering formal study in middle school.</p>
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	None – all volunteer
MEETING DATE	December 13, 2004



LAKE
TRAVIS
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DISTRICT

Bee Cave Elementary

Volunteer High School Students

Ginger Dippel	Matt Mielke
Ryan Eaton	Harrison Lindsey
Brittany Fatigato	James Leavenworth
Hunter Johnson	Felicity Jones
Lauren Murray	Meagan Rose
Michelle Piland	Melissa Thomas

Kindergarten Teachers

Lee Atwell	Karen Hernandez	
Faye Inglis	Rebecca Preslar	
Travis Rogers	Cathy Seidenberger	Linda Holt

Note: At BCE, the bilingual (Spanish) kindergarten classes have the high school students come and read, play games, and sing songs with them in Spanish. They love seeing the high school students honor their language AND encourage their English skills development. Other times, the Spanish classes join the general kindergarten classes and serve as peer role models for Spanish. (They get to be the class leaders for their English counterparts).

Lakeway Elementary

Volunteer High School Students

Stephanie Corona	Hogan Aydam
Courtney Lubbering	Amy Carpenter
Carrie Conwill	Elizabeth Lively, Latoosa Jensen
Chelsea Schugart	Erin Ward
Rachael Neally	Sean Wilkins
Travis Mosley	Kylie Masters
Chris Johnson	Sean Kosty
Trevor Hanz	Nick Hajek, Zach Wleczyk
Andy Reid, Zach Nichols	

Kindergarten Teachers

Melissa Arnold	Georgia Clegg
Marilyn Gregory	Nicole Hundley
Shari LeClair	Kate Starks
Kathy Wynn	



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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2004 Bond Program Update
RECOMMENDED ACTION	Provide November report on Lake Travis Elementary School.
RATIONALE	Informational. This is a follow up to the update at the meeting on December 1.
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	Bob Hart 533-6016
MEETING DATE	December 13, 2004



LAKE
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SCHOOL
DISTRICT

**AMERICAN CONSTRUCTORS, L.P.
LAKE TRAVIS ELEMENTARY SCHOOL
LAKEWAY, TEXAS**

EXECUTIVE SUMMARY

During the month of November, we continued erection of the structural steel and roof framing. Despite the inclement weather encountered, we began to install windows and roofing for the building to facilitate subsequent installation of interior finish related work. We are currently planning on the substantial completion date to be June 1, 2005.

We completed placement of concrete and erection of tilt wall panels in the gym. We completed erection of structural steel on the east side of area "C" and in area "B". Currently, we are framing walls, installing CMU walls, roughing in plumbing & electrical work, hanging ductwork, and installing sprinkler piping throughout areas "C" and "B". Topsoil was placed where the existing building was removed. See attached progress report in section II of this report for more details.

The GMP for Lake Travis Elementary is \$11,699,455. In previous applications, we invoiced for \$3,775,480. Our current invoice is \$1,175,363 for November which represents a total cost to date equal to \$4,950,843. See cash flow chart in section IV of this report.

Safety is a primary concern. We review our work for potential safety hazards due to construction activities to insure the safety and well being of the workers. We assist our safety consultant, Construction Safety & Health, in their bi-weekly observations of employee actions regarding safety and promptly correct and/or modify any unsafe act that is observed. In addition, we respond positively and promptly to those who express concerns regarding conditions that may require attention. To date we have had no lost time accidents.

During the month of December, we will begin installation of interior finish related work, electrical gear, and HVAC equipment. See attached schedule in section II of this report for more details.

We are totally committed to completing this project safely, on time, under budget and meeting the quality expectations of our client. If we can be of further assistance to LTISD in any way, please do not hesitate to ask.

Sincerely,
Corey M. Taylor
Project Manager
American Constructors, LP

**AMERICAN CONSTRUCTORS, L.P.
LAKE TRAVIS ELEMENTARY SCHOOL
LAKEWAY, TEXAS**

Project Progress

4MC Enterprises:

- Began framing of interior walls in area “C”, and setting of door frames.
- Began framing of exterior walls behind tilt wall in areas “C” and 1st floor of area “B”.

American Constructors:

- Completed formwork, place and finish tilt wall panels for area “A”.
- Continued excavation, and formwork associated with the porches at the building perimeter.
- Began roof blocking at eaves of area “C”.
- Installed concrete reinforcement for 2nd floor of area “C”.

Central Texas Reinforcement: Completed assembly of reinforcing steel for tilt wall panels for area “A”.

CC Carlton:

- Completed work on storm water utility lines.
- Continued work on domestic water utility lines.

Clark Concrete: Placed and finished concrete for 2nd floor of area “C”.

Crocker Crane: Completed erection of tilt wall panels.

Davis Iron Works:

- Fabricated and delivered structural steel, steel bar joists, and metal floor & roof decking for area “A”.
- Fabricated and delivered steel stairs and landings, bollards for transformer pad, and canopy framing for windows.

Door Pro Systems: Deliver hollow metal doors and frames.

Ed Flume Building Specialties: Delivered stair nosings for concrete steps to be cast on site.

Fox Services:

- Began receipt of HVAC equipment to include air handling units, exhaust fans, and return air fans.
- Fabricated ductwork for area "C" (both floors), and 1st floor of area "B".
- Began installation of ductwork on 1st floor of area "C" and stocking of material on 2nd floor.

J & B Erectors:

- Completed erection of structural steel and steel bar joists for the east side of area "C".
- Completed erection of structural steel, and steel bar joists in area "B".
- Completed installation of metal floor & roof decking for the east side of area "C", and began work in area "B".

Phoenix Irrigation: Began installation of topsoil at old building location.

R & R Masonry:

- Completed construction of stone wall in detention pond.
- Began stocking material for walls on west side of building.

Randall Electric:

- Completed underground rough in to building 100 from LTE.
- Began installation of underground primary electrical service for building.
- Light fixtures were delivered to the site.
- Began receipt of panel boards and transformers for building.

Schwartz Plumbing:

- Completed sanitary sewer below slab on grade.
- Completed rough in of sanitary sewer and domestic water piping for 1st floor of area "C".
- Began rough in for sanitary sewer and domestic water piping for 1st floor of area "B".
- Began insulation of water piping on 1st floor of area "C".
- Continued to stock drains, carriers, fixtures and trim.

Strategic Equipment: Stocked food slicer, mixer, heated cabinet, and refrigerator for kitchen.

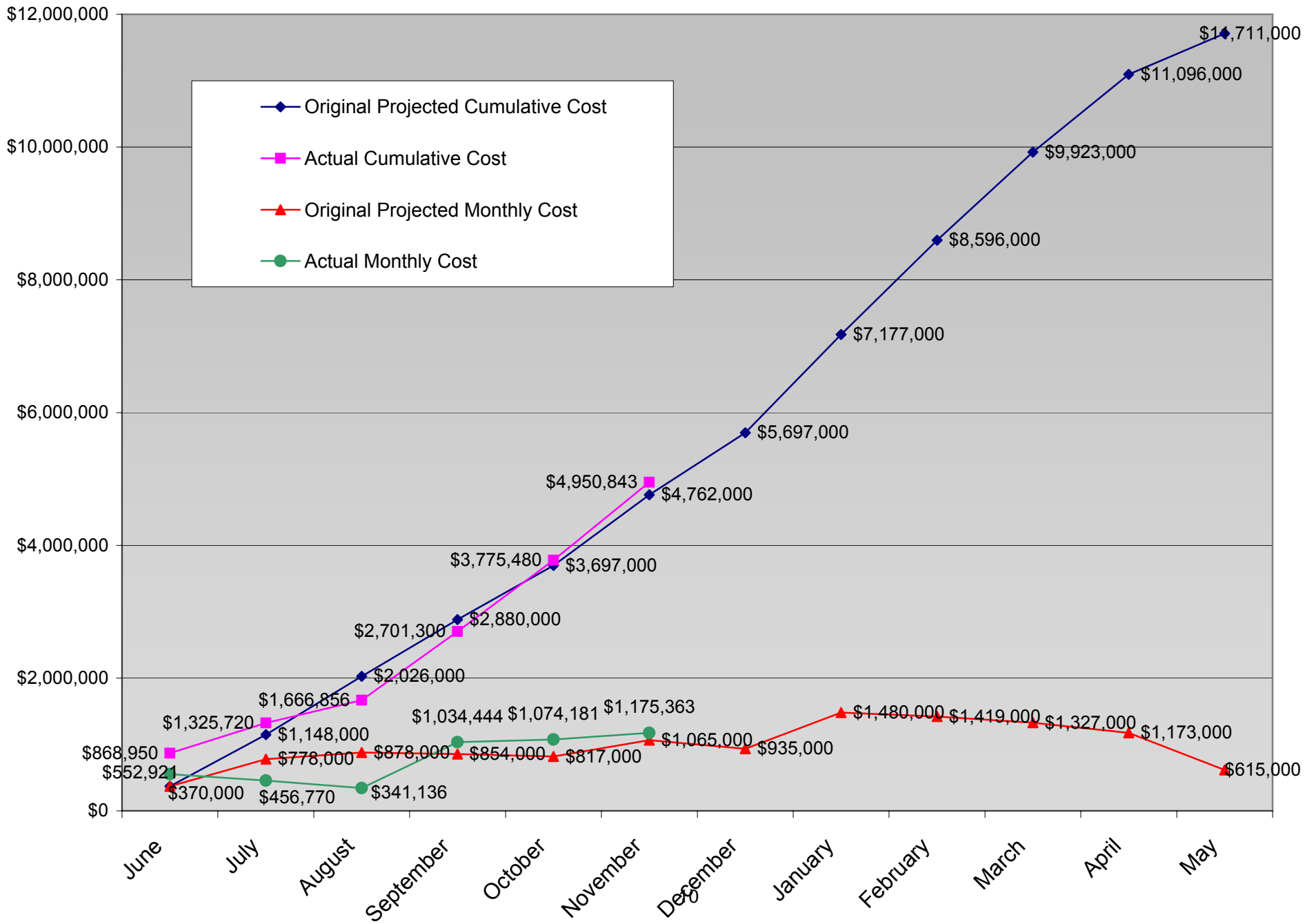
Sunrise Commercial Painting: Paint tilt-up wall panel mock-up.

T. H. Willis Co.: Delivered dock bumpers and mezzanine ladder to site.

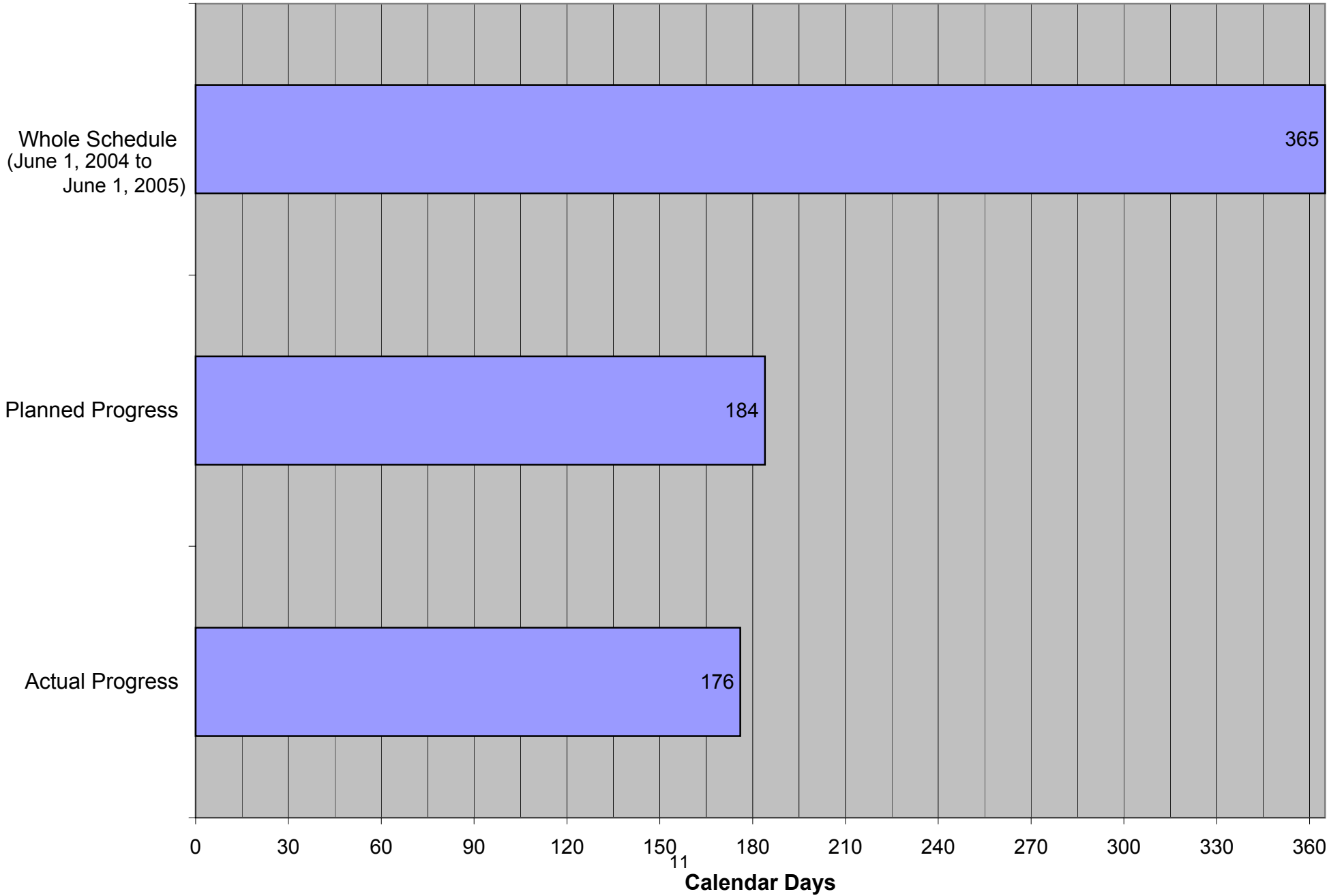
Universal Sprinkler:

- Delivered piping for building.
- Began installation of fire protection system on 1st floor of area "C".

Lake Travis New Elementary School Cost Chart



Schedule Chart as of December 6, 2004
Lake Travis Elementary School



Lake Travis Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Architectural and Engineering Services
RECOMMENDED ACTION	Authorize administration to negotiate with the necessary architectural firms for architectural/engineering services for 2005 bond related projects to have two firms for proposed bond program. At the time of preparing this agenda, staff is currently reviewing qualifications and references to make a recommendation for specific firms.
RATIONALE	The bond program is larger than previous programs and will include extensive renovation/construction for the high school, as well as up to two elementary schools and two middle schools and other supporting facilities. Use of two firms will not stretch the resources of one firm and should provide a healthy approach for new ideas.
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	Any costs will be subject to reimbursement through a reimbursement resolution.
RESOURCE PERSONNEL	Bob Hart 533-6016
MEETING DATE	December 13, 2004



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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Construction Manager-At Risk
RECOMMENDED ACTION	Authorize administration to recommend construction manager(s)-at risk for the 2005 bond program.
RATIONALE	<p>Including a construction manager early in the planning process will provide an opportunity to provide better information for the community committee and more accurately define dollar amounts for the ballot when the election is called.</p> <p>In addition, the construction manager will be a key part to the development of the plans after the scope of work has been defined (when the election is called).</p>
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	Related expenditures, if any, will be reimbursed by bond proceeds.
RESOURCE PERSONNEL	Bob Hart 533-6016
MEETING DATE	December 13, 2004



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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	First Reading of Investment Policy CDA- Local and Legal
RECOMMENDED ACTION	Approve policy
RATIONALE	State law requires that the district's investment policy be reviewed annually, and by resolution, approved by the governing body. There are no recommended changes to the policy.
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	Bob Hart 533-6016 Robert Lee 533-6044
MEETING DATE	December 13, 2004



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Lake Travis ISD
227913

OTHER REVENUES:
INVESTMENTS

CDA
(LEGAL)

All investments made by the District shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules or regulations. *Gov't Code 2256.026*

WRITTEN
POLICIES

Investments shall be made in accordance with written policies approved by the Board. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the District's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the District;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds; and
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis.

Gov't Code 2256.005(b)

ANNUAL
REVIEW

The investment policy and the investment strategy shall be reviewed not less than annually. The Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

ANNUAL
AUDIT

The Board shall perform a compliance audit of management controls on investments and adherence to the Board's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

INVESTMENT
STRATEGIES

As part of the investment policy, the Board shall adopt a separate written investment strategy for each of the funds or group of funds under the Board's control. Each investment strategy must describe the investment objectives for the particular fund under the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the Board;
2. Preservation and safety of principal;

3. Liquidity;
4. Marketability of the investment if the investment needs to be liquidated before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

INVESTMENT
OFFICER

The Board shall designate one or more officers or employees as investment officer(s) to be responsible for the investment of its funds. If the Board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting Board's District. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise in the management of the person's own affairs, but the Board retains the ultimate responsibility as fiduciaries of the assets of the District. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity. Authority granted to a person to invest an entity's funds is effective until rescinded by the Board or until termination of the person's employment by the District. *Gov't Code 2256.005(f)*

The District or investment officer may use the District's employees or the services of a contractor of the District to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

INVESTMENT
TRAINING

INITIAL

Within 12 months after taking office or assuming duties, the treasurer or chief financial officer and the investment officer of the District shall attend at least one training session from an independent source approved either by the Board or by a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

WITHIN A
TWO-YEAR
PERIOD

The treasurer or chief financial officer and the investment officer must also attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or a designated investment committee advising the investment officer. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period. *Gov't Code 2256.008(a), (b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

STANDARD
OF CARE

Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would

exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investments shall be governed by the following objectives in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, rather than the prudence of a single investment, over which the officer had responsibility.
2. Whether the investment decision was consistent with the Board's written investment policy.

Gov't Code 2256.006

PERSONAL
INTEREST

A District investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the District shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the District shall file a statement disclosing that relationship with the Board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

QUARTERLY
REPORTS

Not less than quarterly, the investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the Public Funds Investment Act. This report shall be presented to the Board and the Superintendent not less than quarterly, within a reasonable time after the end of the period. The report must:

1. Contain a detailed description of the investment position of the District on the date of the report;
2. Be prepared jointly and signed by all District investment officers.
3. Contain a summary statement for each pooled fund group (i.e., each internally created fund in which one or more accounts are combined for

investing purposes). The report must be prepared in compliance with generally accepted accounting principles and must state:

- a. Beginning market value for the reporting period;
 - b. Additions and changes to the market value during the period;
 - c. Ending market value for the period; and
 - d. Fully accrued interest for the reporting period.
4. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
 5. State the maturity date of each separately invested asset that has a maturity date.
 6. State the account or fund or pooled group fund in the District for which each individual investment was acquired.
 7. State the compliance of the investment portfolio of the District as it relates to the District's investment strategy expressed in the District's investment policy and relevant provisions of Government Code, Chapter 2256.

If the District invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Board by that auditor.

Gov't Code 2256.023

SELECTION OF
BROKER

The Board or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District. *Gov't Code 2256.025*

AUTHORIZED
INVESTMENTS

The Board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. Investments may be made directly by the Board or by a nonprofit corporation acting on behalf of the Board or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of the two. *Gov't Code 2256.003(a)*

In the exercise of these powers, the Board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by the Board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The following investments are authorized:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies and instrumentalities; collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and

credit of, the state of Texas, the United States, or their respective agencies and instrumentalities; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and bonds issued, assumed, or guaranteed by the state of Israel. *Gov't Code 2256.009(a)*

The following investments are not authorized:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

2. Certificates of deposit or share certificates issued by a state or national bank domiciled in Texas or a savings bank domiciled in Texas or a state or federal credit union domiciled in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates (but excluding those mortgage-backed securities described in Section 2256.009[b]) or secured in any other manner and amount provided by law for the deposits of the investing entity. *Gov't Code 2256.010*

The investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by obligations of the United States or its agencies and instrumentalities, are pledged to the District, held in the District's name, and deposited with the District or a third party selected and approved by the Board, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas. The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the District under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. *Gov't Code 2256.011*

4. A securities lending program if:
 - a. The value of securities loaned is not less than 100 percent collateralized, including accrued income, and the loan allows for termination at any time;
 - b. The loan is secured by:
 1. Pledged securities described by Government Code 2256.009;
 2. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 3. Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
 - c. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and
 - d. The loan is placed through a primary government securities dealer or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

5. Banker's acceptance, with a stated maturity of 270 days or fewer from the date of issuance that will be liquidated in full at maturity, which is eligible for collateral for borrowing from a Federal Reserve Bank, and is accepted by a bank meeting the requirements of Government Code 2256.012(4). *Gov't Code 2256.012*
6. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state. *Gov't Code 2256.013*
7. No-load money market mutual funds that:
 - a. Are registered with and regulated by the Securities and Exchange Commission;
 - b. Provide the District with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.);
 - c. Have a dollar-weighted average stated maturity of 90 days or fewer; and
 - d. Include in their investment objectives the maintenance of a stable net asset value of \$1 for each share.

However, investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c).

8. No-load mutual funds that:
 - a. Are registered with the Securities and Exchange Commission;
 - b. Have an average weighted maturity of less than two years;
 - c. Are invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act);
 - d. Are continuously rated by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 - e. Conform to the requirements in Government Code Section 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Investments in no-load mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, the District may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds described in this item.

Gov't Code 2256.014

9. A guaranteed investment contract, as an investment vehicle for bond proceeds, if the guaranteed investment contract:
 - a. Has a defined termination date.
 - b. Is secured by obligations described by Government Code Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract.
 - c. Is pledged to the District and deposited with the District or with a third party selected and approved by the District.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

- d. The Board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds.
- e. The District must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received.
- f. The District must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received.
- g. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested.
- h. The provider must certify the administrative costs reasonably

expected to be paid to third parties in connection with the guaranteed investment contract.

Gov't Code 2256.015

10. A public funds investment pool meeting the requirements of Government Code 2256.016 and 2256.019, if the Board authorizes the investment in the particular pool by resolution. *Gov't Code 2256.016, 2256.019*

CHANGE IN
LAW

The District is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

SELLERS OF
INVESTMENTS

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with an investing entity or to an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. For purposes of this policy, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. The qualified representative of the business organization offering to engage in an investment transaction with the District shall execute a written instrument in a form acceptable to the District and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the District investment policy; and
2. Has acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

The investment officer may not acquire or otherwise obtain any authorized investment described in the District's investment policy from a person who has not delivered to the District the instrument described above.

Gov't Code 2256.005

DONATIONS

A gift, devise, or bequest made to provide college scholarships for District graduates may be invested by the Board as provided in Property Code 117.004, unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to the District for a particular purpose or under terms of use specified by the donor are not subject to the requirements of Government Code Chapter 2256, Subchapter A. *Gov't Code 2256.004(b)*

ELECTRONIC
FUNDS
TRANSFER

The District may use electronic means to transfer or invest all funds collected or controlled by the District. *Gov't Code 2256.051*

DATE ISSUED: 09/30/2003
UPDATE 71
CDA(LEGAL)-P

This online presentation of your district's policy is an electronic representation of TASB's record of the district's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent. [See BF (LOCAL) for further information.]

Lake Travis ISD
227913

OTHER REVENUES:
INVESTMENTS

CDA
(LOCAL)

INVESTMENT
AUTHORITY

The Superintendent and/or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

APPROVED
INVESTMENT
INSTRUMENTS

From those investments authorized by law and described further in CDA (LEGAL), the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

SAFETY AND
INVESTMENT
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

LIQUIDITY AND
MATURITY

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year

from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

MONITORING MARKET PRICES	The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done at least quarterly as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.
FUNDS / STRATEGIES	Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.
OPERATING FUNDS	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
AGENCY FUNDS	Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
DEBT SERVICE FUNDS	Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
CAPITAL PROJECTS	Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
SAFEKEEPING AND CUSTODY	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
BROKERS / DEALERS	Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the National Association of Securities Dealers.
SOLICITING	In order to get the best return on its investments, the District may solicit bids for

BIDS FOR CD'S	certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
INTERNAL CONTROLS	<p>A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:</p> <ol style="list-style-type: none"> 1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds. 2. Avoidance of collusion. 3. Custodial safekeeping. 4. Clear delegation of authority. 5. Written confirmation of telephone transactions. 6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale. 7. Avoidance of bearer-form securities. <p>These controls shall be reviewed by the District's independent auditing firm.</p>
PORTFOLIO REPORT	<p>In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and investment activity shall be presented annually to the Board. This report shall include a performance evaluation that may include, but not be limited to, comparisons to 91-day U.S. Treasury Bills, six month U.S. Treasury Bills, the Fed Fund rate, the Lehman bond index, and rates from investment pools. The annual report shall include a review of the activities and total yield for the preceding 12 months, suggest policies, strategies, and improvements that might enhance the investment program, and propose an investment plan for the ensuing year.</p>

DATE ISSUED: 03/29/2004

LDU-13-04

CDA(LOCAL)-X

This online presentation of your district's policy is an electronic representation of TASB's record of the district's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent. [See BF (LOCAL) for further information.]

Lake Travis Independent School District

3322 Ranch Road 620 South, Austin, Texas 78738
512.533.6019 (phone) · 512.533.6003 (fax)
www.laketravis.txed.net

SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Annual Investment Report, List of Investment Brokers and Dealers, and List of Independent Sources of Investment Training
RECOMMENDED ACTION	Approval of the Annual Investment Report, List of Brokers and Dealers, and List of Independent Sources of Investment Training.
RATIONALE	On an annual basis, the school board shall be provided an annual report of investments for the past year. In addition, the board shall consider brokers that the school district works with and the sources that the school district receives its investment training.
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	Bob Hart 533-6016 Robert Lee 533-6044
	December 13, 2004



LAKE
TRAVIS
INDEPENDENT
SCHOOL
DISTRICT

Lake Travis Independent School District
Annual Investment Report
2003-04

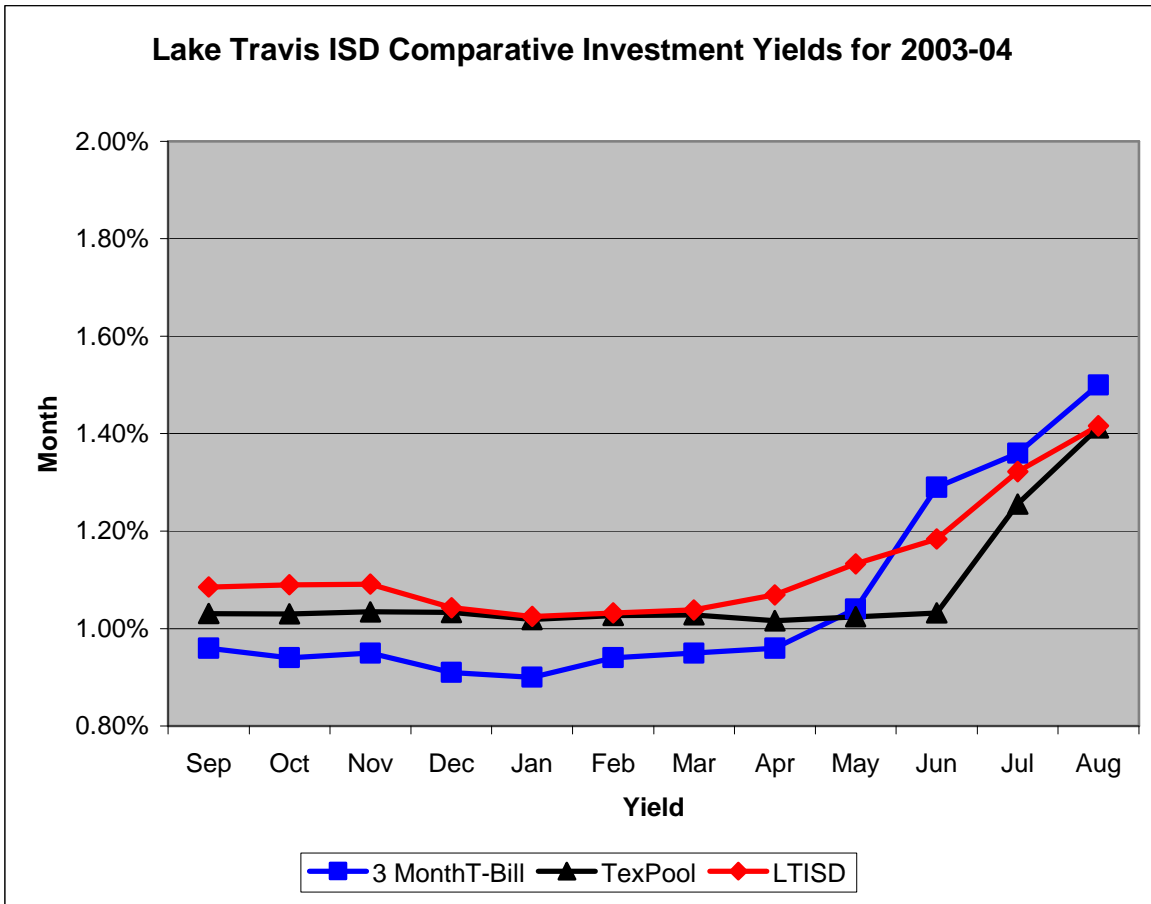
In response to the ongoing economic downturn, the Federal Reserve maintained historic lows in short term interest rates in 2003 and 2004. The Federal Open Market Committee (FOMC) held the key Fed Funds rate, the borrowing rate for banks, at an unprecedented 1.00% from June 2003 to May 2004. Signs of economic growth and the possibility of inflation led the FOMC to begin a series of “measured” rate increases of 25 basis points (bps) at the June 2004 meeting. Additional increases of 25 bps have followed at each subsequent meeting and are anticipated throughout the 2004-05 fiscal year.

As indicated on the chart below, typical short-term investments such as T-Bills and investment pools follow closely the Fed Funds rate. Both offered yields of about 1.00% until the FOMC action in June 2004. In this interest rate environment, the only opportunities for higher yields exist in securities with longer maturities. Investing in longer-term securities requires funds not needed for operations until the security matures. As the district receives the majority of its funds once a year from tax collections in late December and January, investment funds are kept in TexPool for the first half of the year to meet operational cash flow needs. As investment funds become available from tax collections, a program of security purchases with extended maturities can be employed.

In February 2004, the district began a program to provide higher yields by investing a portion of both operational funds and bond proceeds in higher yield securities. The program focused on ensuring that cash would be available when needed with an emphasis on the cash flow projections for construction projects. The district enjoyed an average yield over TexPool ranging from 5 bps to 15 bps until the interest rate increases noted previously. Overall the average yield for all investments during the 2003-04 fiscal year exceeded the T-Bill and TexPool averages by 7 bps and 5 bps, respectively.

While a strategy of extending maturities is appropriate for periods of constant interest rates, rising rates call for shorter-term holdings that can be rolled into higher rate investments as they mature. The district will act accordingly by holding a higher percentage of investments in TexPool and seeking discounted T-Bills in the secondary market. Requests for quotes from an expanded list of brokerage firms will be made on a regular basis to find opportunities to increase yields without committing investment funds for periods greater than 90 days. It is noted that TexPool has reduced the maturity of its investment portfolio, consisting primarily of government agency and repurchase agreements, to 34 days as of October 31, 2004. This strategy will ensure the safety of district assets, provide the liquidity needed for operations, and improve yields as rates increase.

Lake Travis ISD Comparative Investment Yields for 2003-04



	3 Month T-Bill	TexPool	LTISD
Sep	0.96%	1.03%	1.09%
Oct	0.94%	1.03%	1.09%
Nov	0.95%	1.03%	1.09%
Dec	0.91%	1.03%	1.04%
Jan	0.90%	1.02%	1.03%
Feb	0.94%	1.03%	1.03%
Mar	0.95%	1.03%	1.04%
Apr	0.96%	1.02%	1.07%
May	1.04%	1.02%	1.13%
Jun	1.29%	1.03%	1.18%
Jul	1.36%	1.26%	1.32%
Aug	1.50%	1.41%	1.42%
Avg yield	1.06%	1.08%	1.13%

Investment Brokers and Dealers

In accordance with Section 2256.025 of the Government Code, the following is a list of investment brokers and dealers approved by the Board of Trustees to sell securities and investments to the Lake Travis ISD:

A. J. Capital
First Southwest Company
Morgan Keegan
Coastal Securities
Salomon Smith Barney
Merrill Lynch
A. G. Edwards
RBC Dain Rauscher
Wells Fargo Brokerage Services

Independent Sources of Investment Training

In accordance with Section 2256.008(a)(2) of the Government Code, the following organizations are approved for investment training by the Lake Travis ISD Board of Trustees:

- Texas Association of School Business Officials (TASBO)
- Texas Association of School Boards
- Texas Association of School Administrators
- TexPool
- Local Government Investment Cooperative
- First Southwest Company
- MBIA Municipal Investors Service Corporation
- Texas Tech University
- Southwest Securities
- Wells Fargo Brokerage Services

Lake Travis Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT Second Reading: TASB Localized Policy Manual Update 73

RECOMMENDED ACTION Approve Second Reading for Local Policy Revisions and Deletions Included in Localized Policy Manual Update 73:

- A. Local BED Revision (Board Meetings: Public Participation)
- B. Local BJA (Superintendent: Qualifications and Duties)
- C. Local BJCF Revision (Superintendent: Renewal)
- D. Local CRF Revision (Insurance and Annuities Management: Unemployment Insurance)
- E. Local DEA Revision (Compensation and Benefits: Salaries, Wages, and Stipends) *with administrative revisions*
- F. Local DFBB Revision (Term Contracts: Nonrenewal)
- G. Local DGBA Revision (Personnel-Management Relations: Employee Complaints/Grievances) *with administrative revisions*
- H. Local DH Revision (Employee Standards of Conduct)
- I. Local DK Revision (Assignment and Schedules)
- J. Local EFE Revision (Instructional Resources: Copyrighted Materials)
- K. Local FEA Revision (Attendance: Compulsory Attendance)
- L. Local FM Revision (Student Activities) *with revisions approved 11/01/04*
- M. Local FNC Revision (Student Rights and Responsibilities: Student Conduct) *with revisions approved 11/01/04*
- N. Local FNCB Deletion (Student Conduct: Care of School Property)
- O. Local FNG Revision (Student Rights and Responsibilities: Student and Parent Complaints/Grievances) *with administrative revisions*
- P. Local GE Revision (Relations with Parent Organizations)
- Q. Local GF Revision (Public Complaints) *with administrative revisions*
- R. Local GKA Revision (Community Relations: Conduct on School Premises) *with administrative revisions*

See "Administrative Proposed Revisions to Update 73 Local Policies"

RATIONALE This update includes local policy updates as recommended by the TASB legal team due to governmental revisions of legal policies. It also includes administrative recommendations to local policies effected by Update 73 .

COMMITTEE CONSIDERATION 1) Administration
2) First Reading Approval: December 1, 2004

BUDGET PROVISIONS None

RESOURCE PERSONNEL Dr. Rocky Kirk, Superintendent of Schools

MEETING DATE Monday, December 13, 2004



Administrative Proposed Revisions to Update 73 Local Policies

Local DEA Revision (Compensation and Benefits: Salaries, Wages, and Stipends)

- 1) Page 2 of 3, "Compensatory Time", Paragraph 1: Change the first sentence that reads, **"All overtime compensation for auxiliary employees shall be paid compensation..."** to **"Overtime compensation for auxiliary employees shall generally be paid compensation..."**
- 2) Page 2 of 3, "Compensatory Time", Paragraph 4: Delete the second sentence that reads, **"The District shall pay an employee overtime for all unused compensatory time remaining at the end of the fiscal year."**
- 3) Page 2 of 3, "Workweek Defined": Change the sentence that reads, **"For purposes of FLSA compliance, the workweek for District employees shall be 12:00 a.m. Saturday until 11:59 p.m. Friday."** to **"For purposes of FLSA compliance, the workweek for District employees shall be 12:00 a.m. Sunday until 11:59 p.m. Saturday."**

Local DGBA Revision (Personnel-Management Relations: Employee Complaints/Grievances)

- 1) Page 2 of 6, "Filing": Delete the last segment of the last sentence in the paragraph that reads, **"and received by the appropriate administrator or designated representative no more than three days after the deadline."**
- 2) Page 3 of 6, "Response": Delete the last segment of the last sentence in the paragraph that reads, **"and received by the employee or designated representative no more than three days after the response deadline."**
- 3) Page 3 of 6, "Untimely Filings", Paragraph 2, Sentence 2: Change the word **"ten"** to **"five"**.
- 4) Page 4 of 6, "Complaint Form", Paragraph 2: Delete the last segment of the last sentence in the paragraph that reads, **"unless the employee did not know the documents existed before the Level One conference"**.
- 5) Page 4 of 6, "Level One", Paragraph 2, Item 1: Change the number **"15"** to **"10"**.
- 6) Pages 4 & 5 of 6, "Level One", Paragraphs 4 & 5: Change the words **"ten"** to **"five"** (two total words).
- 7) Page 5 of 6, "Level Two", Paragraph 1: Delete the last segment of the last sentence in the paragraph that reads, **"the assistant superintendent of administrative and educational development services or the assistant superintendent of financial and support services"**.
- 8) Page 5 of 6, "Level Two", Paragraphs 2 & 3: Change the words **"ten"** to **"five"** (four total words).
- 9) Page 5 of 6, "Level Three, Paragraphs 1 & 2: Change the words **"ten"** to **"five"** (six total words).

Local FM Revision (Student Activities)

Clarification: Update 73 does not include the revisions made by Board action on 11/01/04 (deletion of “Participation Rules for Extracurricular Activities” segment).

Local FNC Revision (Student Rights and Responsibilities: Student Conduct)

Clarification: Update 73 does not include the revisions made by Board action on 11/01/04 (wording change in “Extracurricular Activities: Standards of Behavior” segment as follows:

“With the approval of the principal and Superintendent, the staff member responsible for the supervision (such as sponsors and coaches) of an extracurricular activity may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. [See FO(LOCAL)]”

When a student elects to participate in extracurricular or co-curricular activities, the student is subject to the expectations of the staff member responsible for supervising the activity as specified in policy FO (LOCAL).”

Local FNG Revision (Student Rights and Responsibilities: Student and Parent Complaints/Grievances)

- 1) Page 2 of 6, “Filing”: Delete the last segment of the last sentence in the paragraph that reads, **“and received by the appropriate administrator or designated representative no more than three days after the deadline.”**
- 2) Page 2 of 6, “Response”: Delete the last segment of the last sentence in the paragraph that reads, **“and received by the student or parent or designated representative no more than three days after the response deadline.”**
- 3) Page 3 of 6, “Untimely Filings”, Paragraph 2, Sentence 2: Change the word **“ten”** to **“five”**.
- 4) Page 3 of 6, “Complaint Form”, Paragraph 2: Delete the last segment of the last sentence in the paragraph that reads, **“unless the student or parent did not know the documents existed before the Level One conference”**.
- 5) Page 4 of 6, “Level One”, Paragraph 2, Item 1: Change the number **“15”** to **“10”**.
- 6) Page 4 of 6, “Level One”, Paragraphs 4 & 5: Change the words **“ten”** to **“five”** (two total words).
- 7) Page 4 of 6, “Level Two”, Paragraph 1: Delete the last segment of the last sentence in the paragraph that reads, **“the assistant superintendent of administrative and educational development services or the assistant superintendent of financial and support services”**.
- 8) Pages 4 & 5 of 6, “Level Two”, Paragraphs 2 & 3: Change the words **“ten”** to **“five”** (four total words).
- 9) Page 5 of 6, “Level Three, Paragraphs 1 & 2: Change the words **“ten”** to **“five”** (four total words).

Local GF Revision (Public Complaints)

- 1) Page 2 of 5, "Filing": Delete the last segment of the last sentence in the paragraph that reads, **"and received by the appropriate administrator or designated representative no more than three days after the deadline."**
- 2) Page 2 of 5, "Response": Delete the last segment of the last sentence in the paragraph that reads, **"and received by the individual or designated representative no more than three days after the response deadline."**
- 3) Page 2 of 5, "Untimely Filings", Paragraph 2, Sentence 2: Change the word **"ten"** to **"five"**.
- 4) Page 3 of 5, "Complaint Form", Paragraph 2: Delete the last segment of the last sentence in the paragraph that reads, **"unless the individual did not know the documents existed before the Level One conference"**.
- 5) Page 3 of 5, "Level One", Paragraph 2, Item 1: Change the number **"15"** to **"10"**.
- 6) Page 4 of 5, "Level One", Paragraphs 4 & 5: Change the words **"ten"** to **"five"** (two total words).
- 7) Page 4 of 5, "Level Two", Paragraph 1: Delete the last segment of the last sentence in the paragraph that reads, **"the assistant superintendent of administrative and educational development services or the assistant superintendent of financial and support services"**.
- 8) Page 4 of 5, "Level Two", Paragraphs 2 & 3: Change the words **"ten"** to **"five"** (three total words).
- 9) Page 4 of 5, "Level Three, Paragraphs 1 & 2: Change the words **"ten"** to **"five"** (four total words).

Local GKA Revision (Community Relations: Conduct on School Premises)

Page 1 of 1, "Campaigning on Campuses": Remove the words **"local District"** so that the sentence reads, **"The District shall not permit political campaigning or distribution of political literature for any election on any campus, with the exception of election day campaigning outside polling places in accordance with the Texas Election Code."**

Keep These Original Policies (Do not incorporate changes recommended in Update 73)

- 1) Local DGA (Employee Rights and Privileges: Freedom of Association)
- 2) Local FNCF (Student Conduct: Alcohol and Drug Use)

**BOARD MEETINGS:
PUBLIC PARTICIPATION**

**BED
(LOCAL)**

**CITIZEN
PARTICIPATION**

The Board shall solicit the advice and counsel of citizens in planning and operating the District. Citizens shall seek solutions to concerns, questions, and problems by following the District's STEPS (Steps to Eliminate Problem Situations) process. [See DGBA(LOCAL), FNG(LOCAL), and GF(LOCAL)]

**LIMIT ON
PARTICIPATION**

Audience participation at a Board meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

PUBLIC COMMENT

At regular meetings the Board shall allot time to hear persons who desire to make comments to the Board.

**COMMUNICATIONS
NOT ON AGENDA**

In order to ensure that persons who wish to appear before the Board may be heard and, at the same time, ensure that the Board conducts its meetings properly and efficiently, the following procedures and rules pertaining to public participation at Board meetings shall be used:

1. Anyone wishing to speak before the Board, either as an individual or representing a group, shall complete a guest card and submit it prior to the conclusion of the Superintendent's report.

During the audience participation phase of the agenda, the presiding officer shall call on the individuals to address the Board.

2. The individual shall give his or her name, address, the identification of any group being represented, and the topic he or she wishes to address.
3. The presentation should be as brief as possible. Unless an extension of time is granted, a speaker shall be limited to five minutes. In the interest of time, the Board President may limit all presentations at a particular meeting to less than five minutes.

Groups of five or more persons shall appoint a spokesperson to present their views to the Board.

4. Speakers may offer such objective criticisms of school operations and programs as concern them; in public sessions, however, the Board shall not hear complaints about school personnel nor complaints against any person connected with the District.
5. Comments and questions at a regular meeting may deal with any topic related to the Board's conduct of the schools. Com-

ments at special meetings must be related to the call of the meeting. Questions asked by the public on topics on the posted agenda or questions of fact may be answered by the Board President or referred to the Superintendent for reply. Questions requiring investigation or topics not on the posted agenda may be referred to the Superintendent for consideration and later response.

- 6. The Board vests in its President or other presiding officer authority to terminate the remarks of any individual when such individual does not adhere to the rules established above.
- 7. Persons appearing before the Board are reminded, as a point of information, that members of the Board are without authority to act independently as individual Board members.

**BOARD'S
RESPONSE**

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

**COMPLAINTS AND
CONCERNS**

The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy (see list below) to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

DISRUPTION

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any person continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the person removed from the meeting.



**SUPERINTENDENT:
QUALIFICATIONS AND DUTIES**

**BJA
(LOCAL)**

In addition to responsibilities specifically provided by law, the Superintendent shall:

**EDUCATIONAL
LEADERSHIP**

1. Provide leadership and direction for the development of an educational system that is based on the needs of students, on standards of excellence and equity, and on community goals. Toward that end, the Superintendent shall:

**INSTRUCTIONAL
MANAGEMENT**

- a. Establish effective mechanisms for communication to and from staff in instructional evaluation, planning, and decision making.
- b. Oversee annual planning for increased student learning and conduct periodic assessments of the effectiveness of the planning process.
- c. Ensure that goals and objectives form the basis of curricular decision making and instruction and communicate expectations for high achievement.
- d. Ensure that appropriate data are used in developing recommendations and making decisions regarding the instructional program and resources.
- e. Oversee a system for regular evaluation of instructional programs to meet student instructional needs and to attain desired student achievement.

**STUDENT
SERVICES
MANAGEMENT**

- f. Oversee student services, including but not limited to health and safety services and counseling services, and monitor for effectiveness.
- g. Oversee a discipline management program and monitor for equity and effectiveness.
- h. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

**STAFF
DEVELOPMENT
AND
PROFESSIONAL
GROWTH**

- i. Oversee a performance appraisal process for instructional staff that reinforces standards of excellence and assesses deficiencies; ensure that results are used in planning for improvement.
- j. Ensure that appropriate staff development is available and monitor staff development for effectiveness.
- k. Stay abreast of developments in educational leadership and administration.

**DISTRICT
MANAGEMENT**

2. Demonstrate effective planning and management of District administration, finances, operations, and personnel. To accomplish this, the Superintendent shall:

DATE ISSUED: 07/22/2004
UPDATE 73
BJA (LOCAL)-A1

1 of 3



**SUPERINTENDENT:
QUALIFICATIONS AND DUTIES**

**BJA
(LOCAL)**

**ADMINISTRATION
MANAGEMENT**

- a. Ensure that key planning activities within the District are coordinated and are consistent with Board policy and applicable law, and that goals and results are communicated to staff, students, and public as appropriate.
- b. Organize the central office in a manner consistent with District priorities and resources and monitor administrative organization at all levels for effectiveness and efficiency.
- c. Oversee procedures to ensure effective and timely compliance with all legal obligations, reporting requirements, and policies.

**FISCAL,
FACILITIES, AND
OPERATIONS
MANAGEMENT**

- d. Oversee a budget development process that results in recommendations based on District priorities and available resources.
- e. Oversee budget implementation in a way that ensures appropriate expenditure of budgeted funds and provides for clear and timely budget reports.
- f. Ensure that District investment strategies, risk management activities, and purchasing practices are sound, cost-effective, and consistent with District policy and law.
- g. Implement and oversee a planning process that results in goals, targets, or priorities for all major areas of District operations, including but not limited to facilities, maintenance, transportation, and food services.
- h. Monitor effectiveness of District operations against appropriate benchmarks.

**PERSONNEL
MANAGEMENT**

- i. Ensure that the system for recruiting and selection results in personnel recommendations based on defined needs, goals, and priorities.
- j. Oversee a performance appraisal process for non-instructional staff that reinforces a standard of excellence and assesses deficiencies; ensure that results are used in planning for improvement.
- k. Administer a compensation and benefits plan for employees based on clearly defined goals and priorities.
- l. Encourage, oversee, and participate in staff recognition activities.

**BOARD AND
COMMUNITY
RELATIONS**

- 3. Maintain positive and productive working relationships with the Board and the community. The responsibilities in this regard shall encompass the following:

**DATE ISSUED: 07/22/2004
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BJA (LOCAL)-A1**

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**SUPERINTENDENT:
QUALIFICATIONS AND DUTIES**

**BJA
(LOCAL)**

BOARD

- a. **Keep the Board informed of significant issues as they arise, using agreed upon criteria and procedures for information dissemination.**
- b. **Respond in a timely and complete manner to Board requests for information that are consistent with Board policy and established procedures.**
- c. **Provide recommendation and appropriate supporting materials to the Board**
- d. **Articulate and support Board policy and decisions to staff and community.**
- e. **Maintain a positive and professional working relationship with the Board.**

COMMUNITY

- f. **Direct a proactive program of internal and external communication at all levels designed to improve staff and community understanding and support of the District.**
- g. **Establish mechanisms for community and business involvement in the schools and encourage participation.**
- h. **Work with other governmental entities and community organizations to meet the needs of students and the community in a coordinated way.**

DELEGATION

To the extent permitted by law, the Superintendent may delegate responsibility to other employees of the District but shall remain accountable to the Board for the performance of all responsibilities, delegated or otherwise.

**SUPERINTENDENT:
NONRENEWAL**

**BJCF
(LOCAL)**

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Conviction of a felony or of any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. [See DH]
11. Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH]
12. Failure to meet the District's standards of professional conduct.
13. Failure to comply with reasonable District professional requirements regarding advanced coursework or professional improvement and growth.



**SUPERINTENDENT:
NONRENEWAL**

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14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
19. Use of profanity, in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
20. Falsification of records or other documents related to the District's activities.
21. Falsification or omission of required information on an employment application.
22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
23. Failure to fulfill requirements for Superintendent certification.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reasons constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the

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NONRENEWAL**

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hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

**HEARING
PROCEDURE**

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board

**SUPERINTENDENT:
NONRENEWAL**

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determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.



**INSURANCE AND ANNUITIES MANAGEMENT:
UNEMPLOYMENT INSURANCE**

**CRF
(LOCAL)**

**REASONABLE
ASSURANCE**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year.

COMPENSATION AND BENEFITS:
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

- PURPOSE** To attract and retain qualified employees, local pay structures shall be based on the assessed worth of jobs and shall be administered to support the following objectives:
1. To stay competitive with appropriate labor markets for the various categories of personnel.
 2. To recognize the levels of skills, effort, and responsibility required of different jobs.
 3. To reward continued length of service to the District.
- PAY STRUCTURES** The pay structures for all personnel shall be established and maintained by daily or hourly base rates to promote consistent treatment of employees who have different work periods. Each position shall be assigned to a pay structure based on an assessment of job worth. Employees shall be paid within the range of daily/hourly rates established for the position assigned. The Superintendent or designee shall review pay structures on an annual basis and make any necessary adjustments consistent with economic indicators.
- JOB CLASSIFICATION** To provide internal pay equity in the District, all positions shall be assigned to pay grades based on levels of skill, effort, and responsibility required of the job assignment. The Superintendent or designee shall determine job classifications or reclassifications based on an assessment of job requirements and comparability to other positions in the District.
- SALARY ADVANCEMENT** Pay ranges are established to provide opportunities to increase employee salaries for continued service to the District. Employee salaries shall be reviewed on an annual basis. The Superintendent shall make annual recommendations to the Board for general pay increases based on current economic factors. In making recommendations for the employee pay increases, the Superintendent shall consider budget resources, cost of living inflation, and increases in competitive job markets.
- Employees shall not be advanced beyond the maximum rate of the assigned pay range. An employee who is at the maximum rate may receive only the adjustments that are applied to the pay range.
- CLASSIFICATION OF POSITIONS** The Superintendent or designee shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act.
- EXEMPT** The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees are intended to

**COMPENSATION AND BENEFITS:
SALARIES, WAGES, AND STIPENDS**

**DEA
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Standards Act, as needed. The employee shall be compensated for these assignments according to the supplemental duty pay schedule established by the Board. These assignments may be discontinued at any time for any reason or no reason, by either party. The assignment of these duties shall not create any expectation of continued assignment to that same duty or any other duty.

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REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
11. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
12. Conviction of a felony or of any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. [See DH]
13. Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH]

14. Failure to meet the District's standards of professional conduct.
15. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
16. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
17. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
18. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
19. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
20. A significant lack of student progress attributable to the educator.
21. Behavior that presents a danger of physical harm to a student or to other individuals.
22. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
23. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
24. Falsification of records or other documents related to the District's activities.
25. Falsification or omission of required information on an employment application.
26. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
27. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
28. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.

**TERM CONTRACTS:
NONRENEWAL**

**DFBB
(LOCAL)**

- 29. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
- 30. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- 31. Administrative reorganization that necessitates consolidation and/or reassignment of duties and responsibilities thereby causing a reduction in administrative staffing.
- 32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- 33. Any reason constituting good cause for terminating the contract during its term.

**RECOMMENDATIONS
FROM
ADMINISTRATION**

Administrative recommendations for renewal or proposed non-renewal of professional employee contracts shall be submitted to the Superintendent. The Superintendent shall require that each administrator's recommendation for nonrenewal be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

**SUPERINTENDENT'S
RECOMMENDATION**

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

**NOTICE OF
PROPOSED
RENEWAL OR
NONRENEWAL**

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

**REQUEST FOR
HEARING**

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received

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the notice of proposed nonrenewal. When a timely request for a hearing on a proposed nonrenewal is received by the Board President, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

The hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing by the Board until it is their turn to present evidence. The employee and the administration may each be represented by a representative of each party's choice. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

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NONRENEWAL

DFBB
(LOCAL)

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**EMPLOYEE RIGHTS AND PRIVILEGES:
FREEDOM OF ASSOCIATION**

**DGA
(LOCAL)**

An employee's participation in community, political, or employee organization activities shall be entirely voluntary and shall not:

1. Interfere with the employee's performance of assigned duties and responsibilities.
2. Result in any political or social pressure being placed on students, parents, or staff.
3. Involve trading on the employee's position or title with the District.

**USE OF DISTRICT
FACILITIES**

Organizations representing professional, paraprofessional, or support employees may use District facilities with prior approval of the appropriate administrator. Other groups composed of District employees may use District facilities in accordance with policy GKD.

**PERSONNEL—MANAGEMENT RELATIONS:
EMPLOYEE COMPLAINTS/GRIEVANCES**

**DGBA
(LOCAL)**

**INITIATING
GRIEVANCE**

Since the vast majority of concerns can be resolved only by those individuals who are closest to the problem, it is important that they be contacted first and given an opportunity to respond to any issues or concerns. Most problems will be resolved at this level.

**INFORMAL
PROCESS**

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

FORMAL PROCESS

If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

**FREEDOM FROM
RETALIATION**

Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint. [See DG]

**NOTICE TO
EMPLOYEES**

The principal of each campus and other supervisory personnel shall inform employees of this policy.

**SPECIFIC
COMPLAINTS**

For more information on how to proceed with complaints regarding:

1. Alleged discrimination, including violations of Title IX or Section 504, see DAA.
2. Instructional materials, see EFA.
3. A commissioned peace officer who is an employee of the District, see CKE.

**OTHER REVIEW
PROCESSES**

Complaints alleging certain forms of harassment shall be processed in accordance with DHC.

Complaints arising from any of the following must be addressed through the local and statutory processes indicated below:

1. The proposed nonrenewal of a term contract issued under Chapter 21 of the Texas Education Code, in accordance with DFBB.

**PERSONNEL-MANAGEMENT RELATIONS:
EMPLOYEE COMPLAINTS/GRIEVANCES**

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(LOCAL)**

2. The proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Texas Education Code during the contract term, in accordance with DFAA, DFBA, or DFCA, respectively.

This policy shall apply to all other employee complaints.

DEFINITIONS

For purposes of this policy, terms are defined as follows:

**COMPLAINT /
GRIEVANCE**

The terms "complaint" and "grievance" shall have the same meaning. A complaint under this policy may include:

1. Grievances concerning an employee's wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination in employment based on the employee's sex, race, religion, national origin, age, or disability;
3. Specific allegations of unlawful discrimination or retaliation based on the employee's exercise of legally protected rights; or
4. Specific allegations of adverse personnel action based on the employee's good faith report to an appropriate law enforcement authority of a violation of a law by the District or a District employee, i.e., "whistleblower complaints." [See DG]
5. Complaints arising from the dismissal or termination of an at-will employee. [See DCD]
6. Complaints arising from the termination at end of year of the probationary contract of a professional employee. [See DFAA]

FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be

PERSONNEL-MANAGEMENT RELATIONS:
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

timely if they are postmarked by U.S. Mail on the deadline and received by the employee or designated representative no more than three days after the response deadline.

DAYS

"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following day as "day one."

REPRESENTATIVE

"Representative" means any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel.

WHISTLEBLOWER
COMPLAINTS

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with LEVEL TWO, below. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint. [See DG]

GENERAL
PROVISIONS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM

Complaints under this policy shall be submitted in writing on a form provided by the District.

PERSONNEL-MANAGEMENT RELATIONS:
EMPLOYEE COMPLAINTS/GRIEVANCES

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(LOCAL)

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the employee did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the requested information if the refiling is within the designated time for filing a complaint.

INFORMAL
CONFERENCE

The staff member closest to the problem should be contacted. In the case of concerns related to student behavior or performance, this staff member will usually be the classroom teacher or coach. In the case of concerns related to District staff, the appropriate contact person is the immediate supervisor or administrator.

LEVEL ONE

If the matter is not resolved satisfactorily at the level closest to the problem, the next level of supervision should be contacted as follows.

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In the case of student/classroom/teacher issues that have not been resolved satisfactorily, the next step would be to contact the counselor, assistant principal, or principal, depending upon the issue and the remedy being sought. In the case of other staff members, the next step would be to contact the appropriate supervisor or principal, depending on whether or not the staff member is assigned to an individual campus staff or to District-level staff.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall hold a conference with the employee within ten days after receipt of the written complaint.

PERSONNEL—MANAGEMENT RELATIONS:
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

LEVEL TWO

The administrator shall have ten days following the conference to provide the employee a written response.

After seeking resolution of issues/concerns at Level One of supervision, individuals who still feel that their concerns or issues have not been appropriately addressed should make an appointment to visit with the appropriate assistant superintendent, depending on the issues: the assistant superintendent of administrative and educational development services or the assistant superintendent of financial and support services.

The appeal notice must be filed in writing, on a form provided by the District, within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level One.

The assistant superintendent or designee shall hold the conference within ten days after receiving the written request. The assistant superintendent is not required to consider documentation not submitted or issues not presented at Level One. The assistant superintendent or designee shall have ten days following the conference within which to respond.

LEVEL THREE

Issues that are not resolved at the assistant superintendent level should be appealed to the next level. The appeal should be made in writing to the Superintendent's office and must be filed within ten days of the response, or, if no response is received, within ten days of the response deadline. Depending on the issue, the Superintendent shall determine whether or not the issue should be placed on the agenda before the Board or whether or not it could possibly be productive to pursue resolution of this issue in a meeting with the Superintendent. If so, the Superintendent shall hold the conference within ten days after receiving the written request. The Superintendent is not required to consider documentation not submitted or issues not presented at Level Two. The Superintendent shall have ten days following the conference within which to respond.

Any issue not resolved adequately at the Superintendent level may be appealed to the Board for consideration at their regularly scheduled meeting. The request for appeal must be made in writing to the Superintendent and must include the remedy being sought by the complainant. The request must be filed within ten days following receipt of a response or, if no response is received, within ten days of the response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all

**PERSONNEL--MANAGEMENT RELATIONS:
EMPLOYEE COMPLAINTS/GRIEVANCES**

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written documentation previously submitted by the employee or the administration. The Board is not required to consider documentation not previously submitted or issues not previously presented.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

All District employees shall perform their duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]

All District personnel shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**SAFETY
REQUIREMENTS**

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

TOBACCO USE

Employees shall not use, possess, or display tobacco products on District premises, in District vehicles, nor at school or school-related activities. [See also GKA]

**ALCOHOL AND
DRUGS**

A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, shall be provided each employee at the beginning of each year or upon employment.

Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

EXCEPTIONS

An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

NOTICE	Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI(EXHIBIT)]
ARRESTS AND CONVICTIONS	An employee who is arrested for any felony or any offense involving moral turpitude must report the arrest to the principal or immediate supervisor within three calendar days of the arrest. An employee who is convicted of or receives deferred adjudication for such an offense must also report that event to the principal or immediate supervisor within three calendar days of the event.
MORAL TURPITUDE	<p>Moral turpitude includes but is not limited to:</p> <ol style="list-style-type: none">1. Dishonesty; fraud; deceit; theft; misrepresentation;2. Deliberate violence;3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct if two or more acts are committed within any 12-month period; or6. Acts constituting abuse under the Texas Family Code.
DRESS AND GROOMING	The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent. Appropriate undergarments shall be worn by all employees.
VIOLATIONS	Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

ASSIGNMENT AND SCHEDULES

**DK
(LOCAL)**

**SUPERINTENDENT'S
AUTHORITY**

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

**CAMPUS
ASSIGNMENTS**

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

When a new campus is opened that duplicates the same grades taught on another campus, the existing faculty and staff shall be assigned at the discretion of the Superintendent and campus administration.

Administrative assignment shall be at the discretion of the Superintendent.

**RELATION TO
SUPERVISOR**

No person shall be employed for a position in the District that would result in the employee being directly supervised by a person related by blood (consanguinity) within the third degree, or by marriage (affinity) within the second degree. [See also DBE(EXHIBIT)]

**SUPPLEMENTAL
DUTIES**

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

**WORK CALENDARS
AND SCHEDULES**

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee.

**INSTRUCTIONAL RESOURCES:
COPYRIGHTED MATERIAL**

**EFE
(LOCAL)**

**COPYRIGHT
INFRINGEMENT**

All persons are prohibited from using District technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with District technology. No person shall use the District's technology to post, publicize, or duplicate information in violation of copyright law. The Board shall direct the Superintendent or designee to employ all reasonable measures to prevent the use of District technology in violation of the law. All persons using District technology in violation of law shall lose user privileges in addition to other sanctions.

The District shall notify the U.S. Copyright Office of the designated agent's identity. The District's Web site shall include information on how to contact the District's designated agent and a copy of the District's copyright policy. Upon notification, the District's designated agent shall take all actions necessary to remedy any violation. The District shall provide the designated agent appropriate training and resources necessary to protect the District.

If a content owner reasonably believes that the District's technology has been used to infringe upon a copyright, the owner may notify the designated agent.

ELECTRONIC MEDIA

To comply with copyright law, electronic media used in the classroom shall be for educational purposes only.

**COMPUTER
SOFTWARE**

Unless otherwise provided in the purchase agreement, a purchased computer program shall not be used to make copies. A computer program may be legally copied only if:

1. Making a copy is an essential step in using the program (such as automatic copying into memory when a program is loaded); or
2. The new copy is a backup; backups cannot be used simultaneously with the original and must be erased if the original is resold

District employees shall not use the same program on more than one computer at a time unless the purchase agreement or written permission from the vendor allows the District to network the program or allows other specified multiple use of the single copy.

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**ATTENDANCE:
COMPULSORY ATTENDANCE**

**FEA
(LOCAL)**

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

**WITHDRAWAL FOR
NONATTENDANCE**

The District may initiate withdrawal of a student under the age of 18 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

For withdrawal of students 18 or older, see FEA(LEGAL).

**STUDENTS IN
HOMESCHOOLS**

When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

If the parents refuse to submit a letter of notification or if the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.



STUDENT ACTIVITIES

**FM
(LOCAL)**

**GENERAL
PROVISIONS**

The provisions of this policy and all Board-approved rules/regulations apply to all school-sponsored clubs, organizations, athletics, and other extracurricular organizations, as well as positions such as class officers and team captains.

**EXTRACURRICULAR
ACTIVITY ABSENCES**

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. A student shall be allowed in a school year a maximum of ten extracurricular absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition.

**LIMIT ON
ACTIVITY-RELATED
ABSENCES**

With the approval of the principal, the ten school-sanctioned, activity-related absences allowed in one year may occur in a single semester for either a one-semester or a full-year course.

PURPOSE

The objectives of this policy shall be to:

1. Instill in students a respect for good citizenship;
2. Provide incentives for students to exert positive peer pressure on each other, and to serve as positive role models for each other; and
3. Ensure that those who represent the District in particular activities and certain positions will adhere to basic standards of good citizenship at all times.

This policy is based on the findings of the Board that:

1. Participation in activities/positions or holding positions of leadership is a privilege that students should value;
2. Students derive benefit from participation in the aforementioned activities/positions;
3. Students who participate in the aforementioned activities/positions for the District serve as representatives of the school and the community;
4. Students who participate in the aforementioned activities/positions exert peer pressure on other students, and are often seen as role models by other students both during and outside the school day; and
5. The conduct of students engaged in extracurricular or cocurricular school activities, both in school and out of school, has a direct bearing on the management and operation of the public schools of the District because of the influence said conduct exerts on other students.

STUDENT ACTIVITIES

**FM
(LOCAL)**

Based on these findings, and in order to further the educational objectives set out above, the Board enacts the following policy in regard to all on- and off-campus behavior, whether or not at a school activity or functions and whether or not on school property. This policy shall be in effect at all times, both during the school year and during winter, spring, and summer vacation periods.

IMPROPRIETIES

Improprieties governed by this policy include but are not limited to:

1. Engaging in fighting or assault.
2. Selling, giving, or delivering to another person or possessing or using or being under the influence of:
 - a. Marijuana or a controlled substance.
 - b. A dangerous drug.
3. Selling, giving, or delivering to another person an alcoholic beverage.
4. Possessing, using, or being under the influence of an alcoholic beverage.
5. Possessing or using tobacco products.
6. Possessing a firearm, an illegal knife, a club, or a prohibited weapon.
7. Abusing or being under the influence of abusable glue, aerosol paint, or volatile chemicals.
8. Engaging in arson.
9. Engaging in the conduct of criminal mischief, including vandalism and destroying or defacing property.
10. Engaging in the conduct of robbery, burglary, criminal trespass, or theft.
11. Using vulgar language, profanity, or obscene gestures.
12. Name-calling, ethnic or racial slurs, or derogatory statements that school officials have reason to believe will substantially disrupt the school program or incite violence.
13. Engaging in any other conduct that disrupts the school environment.
14. Displaying disrespect toward faculty and staff.
15. Falsely accusing a fellow student of committing a violation.

STUDENT ACTIVITIES

**FM
(LOCAL)**

INVESTIGATIONS

Investigations of reported violations will be conducted by the executive director, campus principal, assistant principals, athletic coordinators and coaches, or the UIL director and sponsors. Only those reports that originate from an identified reliable source will be investigated. The preliminary investigation shall include an informal conference with the student in question. The student will be given an opportunity to tell his or her side of the story. The parents will also be notified.

The executive director and the campus principal will decide whether to pursue the investigation further, based on evidence uncovered during the preliminary investigation. When students are found to be in violation of this policy, the executive director and campus principal will jointly determine consequences.

CONSEQUENCES

Consequences include, but are not limited to, the following actions:

1. Suspension from participation in school-sponsored clubs, organizations, athletics, and other extracurricular organizations.
2. Suspension from attending school-sponsored club and organization meetings or activities, athletic events, and other extracurricular organization meetings or activities.
3. Loss of elected or appointed leadership positions such as class or club offices or team captaincy.
4. Removal from the program.
5. Assignment of community service.
6. Physical conditioning above the normal workout, e.g., running, walking mileage.
7. Requirement to participate in drug testing or alcohol testing.
8. Suspension from games, but not practice.
9. Suspension from games and practice.

In the final determination of the consequences, the executive director and the principal shall take into account the nature and severity of the offense. The decision made by the executive director and the principal will go into effect immediately.

APPEALS

The student may appeal the decision of the executive director and the principal in accordance with policy FNG(LOCAL).

**USE OF DISTRICT
FACILITIES**

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

**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT CONDUCT**

**FNC
(LOCAL)**

**STUDENT
HANDBOOK —
STUDENT CODE OF
CONDUCT**

The District's rules of conduct and discipline, maintained in the student handbook and/or the Board-adopted Student Code of Conduct, are established to achieve and maintain order in the schools, and to teach respect toward others and responsible behavior. [See FO series]

**EXTRACURRICULAR
ACTIVITIES:
STANDARDS OF
BEHAVIOR**

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. [See FO]

When a student elects to participate in extracurricular or co-curricular activities, the District has authority over that student at all times as specified in policy FM(LOCAL).

**BEHAVIORAL
STANDARDS**

The following specific policies address student conduct in the areas of:

1. Attendance — FEC
2. School-sponsored publications — FMA
3. Appropriate attire and grooming — FNCA
4. Damage to school property — FNCB
5. Prohibited organizations and hazing — FNCC
6. Tobacco use — FNCD
7. Telecommunications devices — FNCE
8. Drug and alcohol use — FNCF
9. Weapons — FNCG
10. Assault — FNCH
11. Disruptions — FNCI, GKA
12. Harassment — FNCJ, FNCL

**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

**FNG
(LOCAL)**

GUIDING PRINCIPLES	<p>The purpose of this policy is to secure, at the lowest possible administrative level, prompt and equitable resolution of student or parent complaints. Except as provided below, all student or parent complaints shall be presented in accordance with this policy.</p> <p>The Board encourages students and parents to discuss their concerns and complaints through informal conferences with the appropriate teacher, principal, or other campus administrator.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p>
INFORMAL PROCESS	
FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by the student or parent, the student or parent may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
FREEDOM FROM RETALIATION	<p>Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.</p>
NOTICE TO STUDENTS AND PARENTS	<p>The principal of each campus shall inform students and parents of this policy.</p>
APPLICATION	<p>Except as addressed by SPECIFIC COMPLAINTS, below, this policy applies to all complaints or grievances from students or parents.</p>
SPECIFIC COMPLAINTS	<p>Complaints alleging certain forms of harassment shall be processed in accordance with FNCJ.</p> <p>For more information on how to proceed with complaints regarding:</p> <ol style="list-style-type: none">1. Alleged discrimination, see FB.2. Loss of credit on the basis of attendance, see FEC.3. Removal to a disciplinary alternative education program, see FOC.

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**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

**FNG
(LOCAL)**

4. Expulsion, see FOD and the Student Code of Conduct.
5. Identification, evaluation, or educational placement of a student with a disability within the scope of Section 504, see FB.
6. Identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act, see EHBA, FOF, and the parents' rights handbook provided to parents of all students referred to special education.
7. Instructional materials, see EFA.
8. On-campus distribution of nonschool materials, see FNAA.
9. A commissioned peace officer who is an employee of the District, see CKE.

DEFINITIONS

For purposes of this policy, terms are defined as follows:

**COMPLAINT /
GRIEVANCE**

The terms "complaint" and "grievance" shall have the same meaning.

FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on the deadline and received by the student or parent or designated representative no more than three days after the response deadline.

REPRESENTATIVE

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the

**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

**FNG
(LOCAL)**

	District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel.
DAYS	"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following day as "day one."
GENERAL PROVISIONS	Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
UNTIMELY FILINGS	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
COSTS INCURRED	Each party shall pay its own costs incurred in the course of the complaint.
COMPLAINT FORM	Complaints under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the student or parent did not know the documents existed before the Level One conference. A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the requested information if the refiling is within the designated time for filing a complaint.
INFORMAL CONFERENCE	The staff member closest to the problem should be contacted. In the case of concerns related to student behavior or performance, this staff member will usually be the classroom teacher or coach. In the case of concerns related to District staff, the appropriate contact person is the immediate supervisor or administrator.
LEVEL ONE	If the matter is not resolved satisfactorily at the level closest to the problem, the next level of supervision should be contacted. Complaint forms must be filed:

**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

**FNG
(LOCAL)**

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In the case of student/classroom/teacher issues that have not been resolved satisfactorily, the next step would be to contact the counselor, assistant principal, or principal, depending upon the issue and the remedy being sought. In the case of other staff members, the next step would be to contact the appropriate supervisor or principal, depending on whether or not the staff member is assigned to an individual campus staff or to District staff.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall hold a conference with the student or parent within ten days after receipt of the written complaint.

The administrator shall have ten days following the conference to provide the student or parent a written response.

LEVEL TWO

After seeking resolution of issues/concerns at Level One of supervision, individuals who still feel that their concerns or issues have not been appropriately addressed should make an appointment to visit with the appropriate assistant superintendent, depending on the issues: the assistant superintendent of administrative and educational development services or the assistant superintendent of financial and support services.

The request must be made within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level One. The student or parent shall submit a written complaint that includes the student's or parent's signed statement of the complaint, any evidence in its support, the solution sought, and the date of the conference at Level One. The assistant superintendent is not required to consider documentation not submitted or issues not presented at Level One.

The assistant superintendent or designee shall hold a conference within ten days after the appeal notice is filed. At the conference,

**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

**FNG
(LOCAL)**

the assistant superintendent or designee shall consider only the issues and documents presented at Level One and identified in the Level Two appeal request. The assistant superintendent or designee shall have ten days following the conference to provide the student or parent a written response.

LEVEL THREE

Issues that are not resolved at the assistant superintendent level should be appealed to the next level. The appeal should be made in writing to the Superintendent's office and must be filed within ten days of the response, or, if no response is received, within ten days of the response deadline. Depending on the issue, the Superintendent shall determine whether or not the issue should be placed on the agenda before the Board or whether or not it could possibly be productive to pursue resolution of this issue in a meeting with the Superintendent. The Superintendent is not required to consider documentation not previously submitted or issues not previously presented at Level Two.

Any issue not resolved adequately at the Superintendent level may be appealed to the Board for consideration at their regularly scheduled meeting. The request for appeal must be made in writing to the Superintendent and must include the remedy being sought by the complainant. The request must be filed within ten days following receipt of a response or, if no response is received, within ten days of the response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all written documentation previously submitted by the student or parent or the administration. The Board is not required to consider documentation not previously submitted or issues not previously presented.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presen-

**STUDENT RIGHTS AND RESPONSIBILITIES:
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

**FNG
(LOCAL)**

tation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

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RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

DISTRICT-AFFILIATED
SCHOOL-SUPPORT OR
BOOSTER
ORGANIZATIONS

District-affiliated school-support organizations or booster clubs operating within the schools with connections to approved organizations shall operate within the general regulations for local groups, subject to approval of the Superintendent.

Clubs shall:

1. Be voluntary and support student activities of the school.
2. Submit all scheduled activities for approval by the principal and the director of community programs by September 1 of each school year.
3. Submit a copy of current adopted bylaws, proposed budget, financial statement, and operating procedures to the director of community programs by September 1.
4. Use school facilities only with prior approval by the executive director of special programs or designee.
5. Not be involved in the decisions or policymaking activities for the organization they support.
6. Have no authority in directing or influencing District employees in the administration of duties.
7. Comply with administrative regulations and Board policy when offering money or gifts to the District. [See CDC]
8. Comply with UIL and any other state regulations pertaining to parent organizations or booster clubs.
9. File with the director of community programs, for public access, a copy of the final budget, the minutes of all meetings, and the end-of-year audit by July 1.
10. Pay all taxes and other debts incurred by the organization. The District shall not assume financial responsibility for parent/booster club obligations.
11. Have an annual audit performed by personnel not responsible for maintaining organization records.
12. Assume liability for any and all personal injuries or property damage arising from their activities.

REQUESTS FOR
FUND-RAISING
ACTIVITIES

A parent organization desiring to conduct a fund-raising activity on behalf of a District school shall submit to the principal a request [see GE(EXHIBIT)] containing the following information:

1. Purpose of the fund-raising.

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

2. Type of activity.
3. Dates and times of the activity.
4. Names of persons who shall be handling the money.
5. Name of sponsoring organization and representation.
6. Estimated amount of money to be raised.

A request shall be submitted at least two weeks prior to the proposed activity for all fund-raising activities, on or off campus.

Each request for approval for a fund-raising activity shall be made separately.

NONDISTRICT
ENTITIES

Organizations, groups, or individuals not associated with the District shall not be allowed to conduct fund-raisers at or in association with school-sponsored events.

USE OF DISTRICT
FACILITIES

District-affiliated school-support or booster organizations may use District facilities with prior approval of the appropriate administrator. Other parent groups may use District facilities in accordance with policy GKD.

COMMUNITY RELATIONS:
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

Principals and other designated employees are authorized to:

1. Refuse entry onto school grounds to persons who do not have legitimate business at the school;
2. Request any unauthorized person or any person engaging in unacceptable conduct to leave the school grounds;
3. Request assistance of law enforcement officers in cases of emergency; and
4. Seek prosecution for violations of law as permitted by statute.

OFF-CAMPUS
ACTIVITIES

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

WEAPONS
PROHIBITED

The District prohibits the use, possession, or display of any firearm, illegal knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

EXCEPTION

No violation of this policy occurs when the use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities.

CAMPAIGNING ON
CAMPUSES

The District shall not permit political campaigning or distribution of political literature for any local District election on any campus, with the exception of election day campaigning outside polling places in accordance with the Texas Election Code.

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PUBLIC COMPLAINTS

**GF
(LOCAL)**

GUIDING PRINCIPLES

**INFORMAL
PROCESS**

Members of the public having complaints regarding the District's policies, procedures, or operations may present their complaints or concerns to the Board after following the procedure defined in this policy. The Board intends that, whenever feasible, complaints shall be resolved at the lowest possible administrative level.

Since the vast majority of concerns can be resolved only by those individuals who are closest to the problem, it is important that they be contacted first and given an opportunity to respond to any issues or concerns. Most problems will be resolved at this level.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

FORMAL PROCESS

If an informal conference regarding a complaint fails to reach the outcome requested by an individual, he or she may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

**FREEDOM FROM
RETALIATION**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

APPLICATION

Except as addressed by **SPECIFIC COMPLAINTS**, below, this policy applies to all complaints or grievances from the public.

**SPECIFIC
COMPLAINTS**

For more information on how to proceed with complaints regarding:

1. Alleged discrimination, see GA.
2. Instructional materials, see EFA.
3. On-campus distribution of nonschool materials, see GKDA.
4. A commissioned peace officer who is an employee of the District, see CKE.

DEFINITIONS

For purposes of this policy, terms are defined as follows:

**COMPLAINT /
GRIEVANCE**

The terms "complaint" and "grievance" shall have the same meaning.

PUBLIC COMPLAINTS

GF
(LOCAL)

- FILING** Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
- DAYS** "Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following day as "day one."
- RESPONSE** At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on the deadline and received by the individual or designated representative no more than three days after the response deadline.
- REPRESENTATIVE** "Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.
- The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel.
- GENERAL PROVISIONS** Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
- UNTIMELY FILINGS** All time limits shall be strictly followed unless modified by mutual written consent.
- If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

PUBLIC COMPLAINTS

**GF
(LOCAL)**

COSTS INCURRED Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the individual did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the requested information if the refiling is within the designated time for filing a complaint.

The staff member closest to the problem should be contacted. In the case of concerns related to student behavior or performance, this staff member will usually be the classroom teacher or coach. In the case of concerns related to District staff, the appropriate contact person is the immediate supervisor or administrator.

LEVEL ONE

If the matter is not resolved satisfactorily at the level closest to the problem, the next level of supervision should be contacted. In the case of student/classroom/teacher issues that have not been resolved satisfactorily, the next step would be to contact the counselor, assistant principal, or principal, depending upon the issue and the remedy being sought. In the case of other staff members, the next step would be to contact the appropriate supervisor or principal, depending on whether or not the staff member is assigned to an individual campus staff or to District-level staff.

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall hold a conference with the individual within ten days after receipt of the written complaint.

The administrator shall have ten days following the conference to provide the individual a written response.

LEVEL TWO

After seeking resolution of issues/concerns at Level One of supervision, individuals who still feel that their concerns or issues have not been appropriately addressed should make an appointment to visit with the appropriate assistant superintendent, depending on the issues: the assistant superintendent of administrative and educational development services or the assistant superintendent of financial and support services.

The appointment must be requested within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level One.

Prior to or at the time of the conference, the complainant shall submit a signed written complaint that includes his or her signed statement of the complaint including only issues addressed at Level One, any evidence in its support, the solution sought, and the date of the conference with the administrator. The assistant superintendent is not required to consider documentation not submitted or issues not presented at Level Two. The assistant superintendent or designee shall have ten days following the conference within which to respond.

LEVEL THREE

Issues that are not resolved at the assistant superintendent level should be appealed to the next level. The appeal should be made in writing to the Superintendent's office and must be filed within ten days of the response, or, if no response is received, within ten days of the response deadline. Depending on the issue, the Superintendent shall determine whether or not the issue should be placed on the agenda before the Board or whether or not it could possibly be productive to pursue resolution of this issue in a meeting with the Superintendent. The Superintendent is not required to consider documentation not submitted or issues not presented at Level Two.

Any issue not resolved adequately at the Superintendent level may be appealed to the Board for consideration at their regularly scheduled meeting. The request for appeal must be made in writing to the Superintendent and must include the remedy being sought by the complainant. The request must be filed within ten days following receipt of a response or, if no response is received, within ten days of the response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all written documentation previously submitted by the individual or the administration. The Board is not required to consider documentation not previously submitted or issues not previously presented.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Lake Travis Independent School District

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512.533.6019 (phone) · 512.533.6003 (fax)
www.laketravis.txed.net

SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Professional Employment Contracts
RECOMMENDED ACTION	Approval of Revised Professional Employment Contracts <ol style="list-style-type: none">1. Term Contract for a Certified Professional2. Dual-Assignment Term Contract for a Certified Professional3. Probationary Contract for a Certified Professional4. Dual-Assignment Probationary Contract for a Certified Professional5. Non-Certified Professional Contract
RATIONALE	<p>LTISD uses the professional employment contracts developed by TASB (Texas Association of School Boards). TASB has revised all contracts to reflect legislative changes during the past two years.</p> <p>The new contracts include the following items that were not part of the former contracts:</p> <ol style="list-style-type: none">1. Requirement for new professional staff to supply credentials to the District before the first day of instruction.2. Employee agreement to become and maintain highly qualified as defined by federal legislation.3. Employee requirement to maintain and renew certificates.4. Employee's responsibility to notify the District in writing of any proceedings in which the employee is involved related to a felony or an offense involving moral turpitude before or during employment.5. Employee's responsibility to perform duties with reasonable care, skill, and diligence.6. District's right to amend its policies related to benefits at any time.7. Employee's responsibility for grades, reports, and equipment and the District rights related to the employee's ability to account for these.8. The ability to include addenda to the contract for special purposes.9. Employee's right to receive earned compensation after resignation. <p>Attachments:</p> <ol style="list-style-type: none">1. Term Contract for a Certified Professional2. Dual-Assignment Term Contract for a Certified Professional3. Probationary Contract for a Certified Professional4. Dual-Assignment Probationary Contract for a Certified Professional5. Non-Certified Professional Contract
COMMITTEE CONSIDERATION BUDGET PROVISIONS RESOURCE PERSONNEL MEETING DATE	Administration None Dr. Rocky Kirk, Superintendent of Schools Monday, December 15, 2004



LAKE
TRAVIS
INDEPENDENT
SCHOOL
DISTRICT

TERM CONTRACT

State of Texas
County of Travis

Date given Employee _____
Date returned by Employee _____

For **Certified** _____

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, _____ (the "Employee"), and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___-month basis for the 20__-20__ school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification, or the District.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 2.2 **Qualifications:** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **Failure to Maintain Certification or Qualifications:** If the Employee's certification expires, is canceled, or is revoked, or if the Employee fails to maintain highly-qualified status, this Contract is void.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition subsequent to this Contract.
 - 3.2 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 3.3 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks. The District shall pay the Employee's salary according to the District's established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule.
 - 5.2 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
6. **Other provisions.**
 - 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of each school year. The Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments from one or more of the Employee's paychecks.
 - 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.

TERM CONTRACT

- 6.3 **Addenda:** This Contract does/does not (circle one) include one or more Addenda, as follows:
- (1) Addendum A: _____
 - (2) Addendum B: _____
7. **Suspension.** In accordance with Texas Education Code, Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination and Nonrenewal of Contract.**
- 8.1 **Termination:** This Contract will terminate upon:
- 8.1.1 **Good cause:** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code Section 21.211 and Board policy;
 - 8.1.2 **Financial exigency:** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, "financial exigency" means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need;
 - 8.1.3 **Program change:** A determination by the Board that a program change requires termination of the Employee's Contract. Unless otherwise defined in local policy, "program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. "Program change" includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts; or
 - 8.1.4 **Resignation:** The Employee's resignation at the end of a school year without penalty, pursuant to Texas Education Code Section 21.210. After the Employee's resignation, the District shall continue to make regular payroll disbursements to the Employee, pursuant to paragraph 5.1, until any due and owing salary amount is fully paid.
- 8.2 **Nonrenewal:** The District may nonrenew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.
9. **General provisions.**
- 9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
 - 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties agreement between the parties. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.
 - 9.4 **Applicable law:** Texas law shall govern construction of this Contract.
 - 9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____ Date signed: _____

By: Superintendent _____ Date signed: _____

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Department of Human Resources on or before _____. Failure to return the signed contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

DUAL-ASSIGNMENT TERM CONTRACT

State of Texas
County of Travis

Date given Employee _____
Date returned by Employee _____

For **Certified** _____

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, _____ (the "Employee"), in the dual-assignment positions set forth above. The Employee accepts employment in these positions on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___ month basis for the 20__-20__ school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification, or the District.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 2.2 **Qualifications:** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **Failure to Maintain Certification or Qualifications:** If the Employee's certification expires, is canceled, or is revoked, or if the Employee fails to maintain highly-qualified status, this Contract is void.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition subsequent to this Contract.
 - 3.2 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 3.3 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.3.1 **Dual-assignment:** Notwithstanding the foregoing, the term "supplemental duty" does not include the Employee's dual-assignment under this Contract. This Contract constitutes a unified agreement for both assignments specified above. District action under this Contract concerning either assignment shall constitute the same action for the other assignment. The Employee may not continue employment in one assignment without continuing employment in both assignments and the Employee may not resign one assignment without resigning both.
 - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. In addition, the Employee shall comply with all applicable rules of the University Interscholastic League.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, including the Employee's dual-assignment. The District shall pay the Employee's salary according to the District's established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule.
 - 5.2 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

DUAL-ASSIGNMENT TERM CONTRACT

6. Other provisions.

- 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of each school year. The Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments from one or more of the Employee's paychecks.
- 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.
- 6.3 **Addenda:** This Contract does/does not (circle one) include one or more Addenda, as follows:
- (1) Addendum A: _____
- (2) Addendum B: _____

7. **Suspension.** In accordance with Texas Education Code, Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.

8. Termination and Nonrenewal of Contract.

- 8.1 **Termination:** This Contract will terminate upon:
- 8.1.1 **Good cause:** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code Section 21.211 and Board policy;
- 8.1.2 **Financial exigency:** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, "financial exigency" means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need;
- 8.1.3 **Program change:** A determination by the Board that a program change requires termination of the Employee's contract. Unless otherwise defined in local policy, "program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. "Program change" includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts; or
- 8.1.4 **Resignation:** The Employee's resignation at the end of a school year without penalty, pursuant to Texas Education Code Section 21.210. After the Employee's resignation, the District shall continue to make regular payroll disbursements to the Employee, pursuant to paragraph 5.1, until any due and owing salary amount is fully paid.
- 8.2 **Nonrenewal:** The District may nonrenew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.

9. General provisions.

- 9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
- 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties.
- 9.4 **Applicable law:** Texas law shall govern construction of this Contract.
- 9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraph that follows them.
10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____ Date signed: _____

By: Superintendent _____ Date signed: _____

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Superintendent on or before _____ (date). Failure to return the signed contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

PROBATIONARY CONTRACT

State of Texas
County of Travis

Date given Employee _____
Date returned by Employee _____

For **Certified** _____

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, _____ (the "Employee"), and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___-month basis for the 20___-20___ school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification, or the District.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 2.2 **Qualifications:** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **Failure to Maintain Certification or Qualifications:** If the Employee's certification expires, is canceled, or is revoked, or if the Employee fails to maintain highly-qualified status, this Contract is void.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition subsequent to this Contract.
 - 3.2 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 3.3 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks. The District shall pay the Employee's salary according to the District's established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule.
 - 5.2 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
6. **Other provisions.**
 - 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of each school year. The Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments from one or more of the Employee's paychecks.
 - 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination.

PROBATIONARY CONTRACT

- 6.3 **Addenda:** This Contract does/does not include one or more Addenda, as follows:
- (1) Addendum A: _____
 - (2) Addendum B: _____
7. **Suspension.** In accordance with Texas Education Code, Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination of Contract.**
- 8.1 **Termination:** This Contract will terminate upon:
- 8.1.1 **Good cause:** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code Section 21.104 and Board policy;
 - 8.1.2 **Financial exigency:** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, “financial exigency” means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District’s financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need;
 - 8.1.3 **Program change:** A determination by the Board that a program change requires termination of the Employee’s contract. Unless otherwise defined in local policy, “program change” means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. “Program change” includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts;
 - 8.1.4 **Resignation:** The Employee’s resignation at the end of a school year without penalty, pursuant to Texas Education Code Section 21.105. After the Employee’s resignation, the District shall continue to make regular payroll disbursements to the Employee, pursuant to paragraph 5.1, until any due and owing salary amount is fully paid; or
 - 8.1.5 **Best interests of the District:** The Board’s determination that termination of the employee at the end of the contract period will serve the best interests of the District.
- 8.2 **Nonrenewal:** Nonrenewal under Texas Education Code Chapter 21, Subsection E is not applicable to Probationary Contracts.
9. **General provisions.**
- 9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
 - 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties agreement between the parties. This Contract does not constitute a “unified contract” with any supplemental duties agreement between the parties.
 - 9.4 **Applicable law:** Texas law shall govern construction of this Contract.
 - 9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District’s human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee’s employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee’s permanent address of record.

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____ Date signed: _____

By: Superintendent _____ Date signed: _____

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Superintendent on or before _____. Failure to return the signed contract by this date shall be deemed the Employee’s rejection of this offer of employment contract and the Employee’s resignation from current employment, if any, at the end of the existing contract term.

DUAL-ASSIGNMENT PROBATIONARY CONTRACT

State of Texas
County of Travis

Date given Employee _____
Date returned by Employee _____

For **Certified** _____

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, _____ (the "Employee"), in the dual-assignment positions set forth above. The Employee accepts employment in these positions on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___-month basis for the 20___-20___ school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification, or the District.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 2.2 **Qualifications:** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **Failure to Maintain Certification or Qualifications:** If the Employee's certification expires, is canceled, or is revoked, or if the Employee fails to maintain highly-qualified status, this Contract is void.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition subsequent to this Contract.
 - 3.2 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 3.3 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.3.1 **Dual-assignment:** Notwithstanding the foregoing, the term "supplemental duty" does not include the Employee's dual-assignment under this Contract. This Contract constitutes a unified agreement for both assignments specified above. District action under this Contract concerning either assignment shall constitute the same action for the other assignment. The Employee may not continue employment in one assignment without continuing employment in both assignments and the Employee may not resign one assignment without resigning both.
 - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. In addition, the Employee shall comply with all applicable rules of the University Interscholastic League.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, including the Employee's dual-assignment. The District shall pay the Employee's salary according to the District's established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule.
 - 5.2 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
6. **Other provisions.**

DUAL-ASSIGNMENT PROBATIONARY CONTRACT

- 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of each school year. The Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments from one or more of the Employee's paychecks.
- 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination.
- 6.3 **Addenda:** This Contract does/does not include one or more Addenda, as follows:
- (1) Addendum A: _____
- (2) Addendum B: _____
7. **Suspension.** In accordance with Texas Education Code, Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination of Contract.**
- 8.1 **Termination:** This Contract will terminate upon:
- 8.1.1 **Good cause:** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code Section 21.104 and Board policy;
- 8.1.2 **Financial exigency:** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, "financial exigency" means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need;
- 8.1.3 **Program change:** A determination by the Board that a program change requires termination of the Employee's contract. Unless otherwise defined in local policy, "program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. "Program change" includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts;
- 8.1.4 **Resignation:** The Employee's resignation at the end of a school year without penalty, pursuant to Texas Education Code Section 21.105. After the Employee's resignation, the District shall continue to make regular payroll disbursements to the Employee, pursuant to paragraph 5.1, until any due and owing salary amount is fully paid; or
- 8.1.5 **Best interests of the District:** The Board's determination that termination of the employee at the end of the contract period will serve the best interests of the District.
- 8.2 **Nonrenewal:** Nonrenewal under Texas Education Code Chapter 21, Subsection E is not applicable to Probationary Contracts.
9. **General provisions.**
- 9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
- 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties.
- 9.4 **Applicable law:** Texas law shall govern construction of this Contract.
- 9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____ Date signed: _____

By: Superintendent _____ Date signed: _____

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Superintendent on or before _____ (date). Failure to return the signed contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

NONCERTIFIED CONTRACT

State of Texas
County of _____

Date given Employee _____
Date returned by Employee _____

For **Noncertified** _____

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned employee, _____ (the "Employee"), in a noncertified position. The Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___-month basis for the 20___-20___ school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** The Employee shall maintain the following credentials:
 - 2.1 **Documentation:** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of performance under this Contract, the credentials and other records and information, if any, required by law, the Texas Education Agency, or the District.
 - 2.2 **Teaching Permit:** If the Employee is to be employed under a local district teaching permit, this Contract is conditioned upon the Employee's maintaining a valid local district teaching permit under the Texas Education Code or the rules of the State Board for Educator Certification. If the Employee's permit expires, is canceled, or is revoked, this Contract is void as of the date of expiration, cancellation, or revocation.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition subsequent to this Contract.
 - 3.2 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 3.3 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks. The District shall pay the Employee's salary according to its established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule.
 - 5.2 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
6. **Other provisions.**
 - 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of each school year. The Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in

NONCERTIFIED CONTRACT

which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments from one or more of the Employee's paychecks.

6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination.

6.3 **Addenda:** This Contract does/does not (circle one) include one or more Addenda, as follows:

- (1) Addendum A: _____
(2) Addendum B: _____

7. **Suspension.** This Contract is not governed by the suspension provisions of Texas Education Code Chapter 21. The District may suspend the Employee, with pay, at any time during this Contract at the District's sole discretion. The District may suspend the Employee without pay for good cause as determined by the Board.

8. Termination of Contract.

8.1 **Termination:** This Contract will terminate at the end of the contract term, or upon the occurrence of any of the following, whichever occurs first:

8.1.1 **Good cause:** This Contract is not governed by the termination provisions of Texas Education Code Chapter 21. The District may terminate this Contract during the contract term for good cause as determined by the Board;

8.1.2 **Financial exigency:** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, "financial exigency" means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need; or

8.1.3 **Program change:** A determination by the Board that a program change requires termination of the Employee's contract. Unless otherwise defined in local policy, "program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. "Program change" includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.

8.2 **Renewal and Nonrenewal:** This Contract is not governed by the renewal and nonrenewal provisions of Texas Education Code Chapter 21. This Contract does not give the Employee any rights to the procedures required by Education Code Chapter 21 or to any property rights in employment beyond the contract term.

9. General provisions.

9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.

9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties.

9.4 **Applicable law:** Texas law shall govern construction of this Contract.

9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____ Date signed: _____

By: Superintendent _____ Date signed: _____

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Superintendent on or before _____ (date). Failure to return the signed contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

Lake Travis Independent School District

3322 Ranch Road 620 South, Austin, Texas 78738
512.533.6019 (phone) · 512.533.6003 (fax)
www.laketravis.txed.net

SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Proposed Changes to the 2005-2006 School Calendar
RECOMMENDED ACTION	<ol style="list-style-type: none">1) Approval of the following proposed changes to the 2005-06 school calendar:<ol style="list-style-type: none">a) Change the first day of student instruction from August 16 to August 15 (Exchange the October 31 student instructional day with the August 15 teacher inservice/preparation day)b) Exchange the November 1 student instructional day with the October 17 teacher inservice/preparation day.c) Exchange the March 20 student instructional day with the March 10 teacher inservice/preparation day.2) Implementation of First-Day-of-Instruction Waiver Process (Education Code 7.056)
RATIONALE	<p>The purpose of the proposal is to provide more effective teacher inservice/training mid-fall semester, as opposed to pre-fall semester training and to allow more preparation time for staff prior to the first day of instruction.</p> <p>Attachments:</p> <ol style="list-style-type: none">1) Currently approved 2005-06 School Calendar as Approved by TEA Waiver2) Proposed 2005-06 School Calendar3) Description of the First-Day-of-Instruction Waiver Process as Dictated by Legal Policy EB
COMMITTEE CONSIDERATION	Calendar Committee ACE (District Advisory Committee on Education)
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	Dr. Rocky Kirk, Superintendent of Schools
MEETING DATE	December 13, 2004



LAKE
TRAVIS
INDEPENDENT
SCHOOL
DISTRICT

Lake Travis Independent School District Calendar 2005/2006

As Approved by TEA Waiver # 20040512-227913-17993

JULY 2005						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

July
4 Independence Day Holiday

August
8 New Teacher Orientation
9 - 15 Teacher Inservice &/or Prep Days
16 First Day of School

SEPTEMBER
5 Labor Day Holiday

OCTOBER
17 Teacher Inservice &/or Prep Day
17 End First Nine Weeks
18 Begin Second Nine-Weeks

NOVEMBER
23-25 Thanksgiving Holidays

DECEMBER
21 - 30 Winter Holidays

JANUARY
2 New Years Holiday
3 Teacher Inservice &/or Prep Day
3 End Second Nine-Weeks
4 Begin Third Nine-Weeks
16 Martin Luther King Holiday

FEBRUARY
20 Teacher Inservice &/or Prep Day

MARCH
10 End Third Nine-Weeks
10 Teacher Inservice &/or Prep Day
13 - 17 Spring Break
20 Begin Fourth Nine-Weeks

APRIL
14 Easter Holiday
17 Bad Weather Day

MAY
26 End Fourth Nine-Weeks
26 Bad Weather/Teacher Prep Day
29 Memorial Day Holiday

JANUARY 2006						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	TH	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	TH	F	S
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25	26	27	28	29	30	31

APRIL						
S	M	T	W	TH	F	S
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23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	TH	F	S
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7	8	9	10	11	12	13
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21	22	23	24	25	26	*27
28	29	30	31			

JUNE						
S	M	T	W	TH	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- Holiday
- New Teacher Orientation

- Begin Nine Weeks
- End Nine Weeks

- Teacher Inservice &/or Prep Day (As Determined by District)
- Bad Weather Day

*Note: If May 26, 2006, is needed for an Instructional day due to Bad Weather, the teacher inservice &/or prep day will be moved to Saturday, May 27, 2006.

Lake Travis Independent School District Calendar 2005/2006

Proposed Calendar Changes Will Require TEA First-Day-of-Instruction Waiver

JULY 2005						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July
4 Independence Day Holiday

JANUARY 2006						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August
8 New Teacher Orientation
9 - 12 Teacher Inservice &/or Prep Days
15 First Day of School

FEBRUARY						
S	M	T	W	TH	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

SEPTEMBER
5 Labor Day Holiday

OCTOBER
17 Teacher Inservice &/or Prep Day
14 End First Nine Weeks
17 Begin Second Nine-Weeks
31 Teacher Inservice &/or Prep Day

SEPTEMBER						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER
1 Teacher Inservice &/or Prep Day
23-25 Thanksgiving Holidays

MARCH						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DECEMBER
21 - 30 Winter Holidays
20 End Nine-Weeks

OCTOBER						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY
2 New Years Holiday
3 Teacher Inservice &/or Prep Day
4 Begin Third Nine-Weeks
16 Martin Luther King Holiday

APRIL						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

FEBRUARY
20 Teacher Inservice &/or Prep Day

NOVEMBER						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH
10 End Third Nine-Weeks
13 - 17 Spring Break
20 Teacher Inservice &/or Prep Day
21 Begin Fourth Nine-Weeks

MAY						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	*27
28	29	30	31			

APRIL
14 Easter Holiday
17 Bad Weather Day

DECEMBER						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY
25 End Fourth Nine-Weeks
26 Bad Weather/Teacher Prep Day
29 Memorial Day Holiday

JUNE						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



Holiday



New Teacher Orientation



Begin Nine Weeks



End Nine Weeks



Teacher Inservice &/or Prep Day
(As Determined by District)
Bad Weather Day

*Note: If May 26, 2006, is needed for an Instructional day due to Bad Weather, the teacher inservice &/or prep day will be moved to Saturday, May 27, 2006.

Lake Travis ISD
227913

SCHOOL YEAR

EB
(LEGAL)

SCHOOL
START DATE

The District may not begin instruction for students for a school year before the week in which August 21 falls. Sunday is considered the first day of the week.

WAIVER

A district that intends to apply under Education Code 7.056 for a waiver [see BF] must:

1. At least 60 days before the date the District submits the application for a waiver, publish notice in a newspaper having general circulation in the District:
 - a. Stating that the District intends to apply for a waiver of the prohibition concerning the date of the first day of instruction for students; and
 - b. Specifying the date on which the District intends to begin instruction for students; and
2. Hold a public hearing concerning the date of the first day of instruction for students.

The application for a waiver must include a summary of the opinions expressed at the public hearing, including any consensus of opinion expressed concerning the date of the first day of instruction for students.

Education Code 25.0811

Lake Travis Independent School District

3322 Ranch Road 620 South, Austin, Texas 78738
512.533.6019 (phone) · 512.533.6003 (fax)
www.laketraavis.txed.net

SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT

Creation of Position-
Director- Facilities Planning & Construction
Approval

**RECOMMENDED
ACTION**

RATIONALE

The significant growth that the district is experiencing and is projected to experience during the future causes the District to need to develop a long-range Master Facilities Plan, to address future needs through bond programs and to manage construction projects effectively.

Key duties and responsibilities of the position include, but are not limited to:

1. Develop, maintain, and update the district's philosophy, mission statement, and process for designing, constructing and updating its facilities in a way that positively supports the instructional goals and objectives of the district
2. Serve as the technical advisor/manager for the district in the ongoing bond planning process (This would include working with the administrative staff and citizen bond committees to develop facility options to meet projected program and capacity needs.)
3. Develop, maintain, and update the district wide-facility master plans
4. In response to the facility master plans, assist in maintaining a site-acquisition needs plan based on demographic projections, including acquisition of data for each proposed site on:
 - a. Utilities
 - b. Environmental concerns and issues
 - c. Zoning and deed restrictions
 - d. Other site consideration issues
5. Manage the effort to develop, maintain, and regularly update the educational specifications for facilities
6. Maintain a database of information/research on efficient educational facility design factors and their impact on the learning process
7. Management and oversight of the entire visioning, programming, planning, design, construction, warranty, and post occupancy evaluation process. contractor invoices and payment applications and providing recommendations for payment
8. In concert with the architects and engineers hired by the district, establish and maintain a cooperative working relationship with the appropriate code and building inspection officials that have authority over the district's current and projected facility sites
9. Establish, maintain, and update a database on all current district facilities to include statements of their compliance with regulatory standards, such as TEA's Educational Facility Standards, including supplementing and adding to this database as new facilities and additions come on line
10. Regularly prepare and distribute status reports on all bond and facility improvement projects

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**COMMITTEE
CONSIDERATION
BUDGET
PROVISIONS**

None

General Funds; reimbursed by current and/or future Bond Funds

**RESOURCE
PERSONNEL**

Superintendent, Asst. Supt. Finance and Support Services

MEETING DATE

December 13, 2004

Job Title: Director of Facilities Planning and Construction

Reports to: Assistant Superintendent of Finance and Support Services

Wage/Hour Status: Exempt

Pay Grade: 9

Dept./School: Facilities Planning and Construction

Primary Purpose:

Proactively direct and manage district facilities planning and construction. Planning and construction of a physical school plant of excellence so that full operational and educational use may be made at all times. Provide students and staff with a physical learning environment that is safe, attractive, and functional.

Qualifications:

Education/Certification:

Bachelors Degree in Architecture

Special Knowledge/Skills:

Knowledge of basic principles of construction
Knowledge of federal, state and local building life safety codes, including
ADA requirements
Ability to manage budget and personnel
Ability to coordinate district function
Ability to interpret policy, procedures, and data
Ability to read blueprints and schematics
Strong organizational, communication, and interpersonal skills

Experience:

Five years successful experience in school construction
Successful experience in managing architectural/engineering services on public school
facilities projects
Successful experience coordinating planning and construction administration of multiple
projects simultaneously
Successful experience in site evaluation, cost estimation, and negotiating contracts in and
between interlocal agencies
Successful experience in applying federal, state, and local building life safety codes,
including ADA requirements

Major Responsibilities and Duties:

Planning and Construction

1. Develop, maintain, and update the district's philosophy, mission statement, and process for designing, constructing and updating its facilities in a way that positively supports the instructional goals and objectives of the district
2. Assist in developing and supporting the district's community and industry partnerships
3. Serve as the technical advisor/manager for the district in the ongoing bond planning process (This would include working with the administrative staff and citizen bond committees to develop facility options to meet projected program and capacity needs.)
4. Develop, maintain, and update the district wide-facility five-year and ten-year master plans
5. In response to the facility master plans, assist in maintaining a site-acquisition needs plan based on demographic projections, including acquisition of data for each proposed site on:
 - a. Utilities
 - b. Environmental concerns and issues
 - c. Zoning and deed restrictions
 - d. Other site consideration issues
6. Manage the effort to develop, maintain, and regularly update the educational specifications for facilities
7. In concert with the Director of Maintenance:
 - a. Develop, maintain, and regularly update facility design standards
 - b. Conduct condition assessments of all facilities and maintain a standing list of major repair and replacement items
 - c. Monitor indoor air quality and assist in responding to indoor air quality concerns
 - d. Assist in maintaining and regularly updating the district's security and emergency response plan
 - e. Assist in maintaining and regularly updating the district's accessibility and hazardous materials compliance plans
8. Maintain a database of information/research on efficient educational facility design factors and their impact on the learning process
9. Management and oversight of the entire visioning, programming, planning, design, construction, warranty, and post occupancy evaluation process to include:
 - a. Assisting the Assistant Superintendent of Finance and Support Services in negotiating and awarding all design and construction contracts
 - b. Communication coordination between district departments and the design and construction teams
 - c. Establishment of Quality Control/Quality Assurance standards and conducting reviews
 - d. Ensuring adherence to design and construction budgets and schedules
 - e. Representing the district at all programming, design, and construction meetings.
 - f. Reviewing all architect, engineer, and construction contractor invoices and payment applications and providing recommendations for payment
10. In concert with the architects and engineers hired by the district, establish and maintain a cooperative working relationship with the appropriate code and building inspection officials that have authority over the district's current and projected facility sites
11. Establish, maintain, and update a database on all current district facilities to include statements of their compliance with regulatory standards, such as TEA's Educational Facility Standards, including supplementing and adding to this database as new facilities and additions come on line
12. Regularly prepare and distribute status reports on all bond and facility improvement projects

Personnel Management

13. Assign work to facilities planning and construction personnel and oversee completion
14. Prepare, review, and revise job descriptions in facilities planning and construction department
15. Evaluate job performance of employees to ensure effectiveness
16. Recruit, train, and supervise facilities planning and construction personnel and make sound recommendations about personnel placement, transfer, retention, and dismissal

Budget and Inventory

17. Estimate cost of construction and repair projects, including labor, materials, and other related costs
18. Assist with the preparation of bidding documents, including notice and instructions to bidders, drawings, and specifications
19. Assist with the evaluation of formal bids and make recommendations for the awarding of contracts for school board approval
20. Review and approve requests for payment from contractor(s) and designer(s)
21. Ensure that programs are cost-effective and funds are managed wisely
22. Compile budget and cost estimates based on documented needs

Safety

23. Maintain safety standards in conformance with federal, state, and insurance regulations.

Other

24. Attend professional growth activities to keep abreast of innovative techniques in facilities planning and construction operations
25. Respond to after hours emergencies as needed
26. Attend and make presentations at district and school board meetings to present facilities planning and construction issues
27. Other duties and responsibilities deemed necessary to support the educational mission of the school district

Supervisory Responsibilities:

Supervise and evaluate performance of support staff assigned to facilities planning and construction department.

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Frequent district-wide travel; occasional prolonged and irregular hours; work indoors and outdoors to conduct on-site inspections of all facilities planning and construction projects

Lake Travis Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Approve financials for October 2004
RECOMMENDED ACTION	Approval
RATIONALE	To provide financial updates to the board and community reflecting the current financial position of the school district.
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	Bob Hart 533-6016
MEETING DATE	December 13, 2004



LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
GENERAL FUND

10/31/04	CURRENT YEAR			PRIOR YEAR		
REVENUES	BUDGET	ACTUAL	BALANCE	PERCENT OF BUDGET	CUMULATIVE ACTUAL	PERCENT OF ACTUAL TOT.
5710 LOCAL TAX REVENUES	\$ 46,253,053	\$ 113,523	\$ 46,139,530	0.25%	\$ 104,659	0.25%
5761 C.E.D. REVENUE	10,000	365	9,635	3.65%	4,039	201.95%
57XX OTHER LOC. REVENUES	2,752,875	550,681	2,202,194	20.00%	561,386	23.54%
5800 STATE PROG. REVENUE	3,488,000	925,071	2,562,929	26.52%	891,060	27.13%
5900 FEDERAL REVENUE	11,000	1,823	9,177	16.58%	0	0.00%
TOTAL REVENUE	\$ 52,514,928	\$ 1,591,463	\$ 50,923,465	3.03%	\$ 1,561,144	3.23%
EXPENDITURES						
11 INSTRUCTION	\$ 18,081,190	\$ 3,007,376	\$ 15,073,814	16.63%	\$ 2,926,792	16.26%
12 INSTR'L RESOURCES	433,108	71,669	361,439	16.55%	90,102	18.42%
13 STAFF DEVELOPMENT	176,668	8,602	168,066	4.87%	9,165	10.67%
21 INSTRUCTIONAL ADM.	387,396	82,865	304,531	21.39%	91,357	17.01%
23 SCHOOL ADMIN.	1,599,810	275,206	1,324,604	17.20%	260,621	16.88%
31 GUID. & COUNSELING	892,183	112,623	779,560	12.62%	206,924	20.13%
33 HEALTH SERVICE	259,623	43,325	216,298	16.69%	48,212	17.29%
34 TRANSPORTATION	1,417,911	240,282	1,177,629	16.95%	235,885	15.32%
35 FOOD SERVICE	30,000	1,998	28,002	6.66%	3,976	13.25%
36 CO-CURRICULAR ACT.	971,244	182,593	788,651	18.80%	183,869	19.71%
41 GENERAL ADMIN.	1,296,844	283,776	1,013,068	21.88%	261,487	20.45%
51 PLANT & MAINT OPER.	3,521,726	741,152	2,780,574	21.05%	770,396	23.00%
52 SECURITY	188,000	14,984	173,016	7.97%	13,286	0.00%
53 NON-INSTR'L D.P.	490,413	53,739	436,674	10.96%	50,405	17.07%
61 COMMUNITY SERVICES	622,812	69,436	553,376	11.15%	86,425	12.30%
71 DEBT SERVICE	15,000	1,210	13,790	8.06%	0	0.00%
81 FACILITIES/CONSTRUCTION	0	0	0	0.00%	41,341	0.00%
91 STATE TRANSFERS	21,832,000	0	21,832,000	0.00%	0	0.00%
92 INCREMENTAL COST WADA	156,000	0	156,000	0.00%	0	0.00%
93 SPEC. ED TRF-REG. DAY	15,000	0	15,000	0.00%	0	0.00%
95 JJAEP TRANSFER PYMTS	15,000	0	15,000	0.00%	0	0.00%
TOTAL EXPENDITURES	\$ 52,401,928	\$ 5,190,833	\$ 47,211,095	9.91%	\$ 5,280,243	10.32%
OTHER RESOURCES AND (USES)						
7990 OTHER RESOURCES	\$ 0	\$ 0	\$ 0	0.00%	\$ 85,500	5.03%
8990 OTHER USES	0	0	0	0.00%	0	0.00%
8911 TRANSFERS-OUT	110,000	0	110,000	0.00%	0	0.00%
TOTAL RESOURCES & USES	\$ (110,000)	\$ 0	\$ (110,000)	0.00%	\$ 85,500	5.38%
1200 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 3,000	\$ (3,599,370)				
3000 BEG. FUND BAL. 9/01/04	11,038,233					
3000 END. FUND BAL, 8/31/05	\$ 11,041,233					
3111 RESERVED FUND BALANCE	205,339					
3251 UNRESERVED FUND BALANCE	10,835,894					

OCTOBER 31, 2004

		GENERAL FUND	SPECIAL REV. FUND	DEBT SERV. FUND	CAP. PROJ. FUND	TRUST & AGENCY FUND	TOTAL FUNDS
ASSETS							
1110-60	Cash	\$ 163,984	\$ 99,658	\$ 131,913	\$ 700,951	\$ 660,597	\$ 1,757,104
1170	Temporary Investments	9,731,416	0	1,232,889	21,170,829	42,982	32,178,116
	Total Cash & Investments	\$ 9,895,400	\$ 99,658	\$ 1,364,802	\$ 21,871,781	\$ 703,579	\$ 33,935,220
1210	Property Taxes-Current	47,268,799	0	9,531,008	0	0	56,799,807
1220	Property Taxes-Delinquent	1,500,158	0	341,567	0	0	1,841,725
1230	Due From State	0	0	0	0	0	0
1240	Due From Federal	0	(61,452)	0	0	0	(61,452)
1250	Sundry Receivables	14,950	(2,338)	0	0	14,070	26,682
1260	Allowance for Uncollect.	(239,960)	0	(68,800)	0	0	(308,760)
1270	Accrued Interest	3,423	0	0	50,436	0	53,859
1280	Due From Other Funds	354,817	30,261	26,330	66,701	0	478,109
1290	Due From Other ISDs	136,785	0	0	0	0	136,785
	Total Receivables	\$ 49,038,972	\$ (33,529)	\$ 9,830,105	\$ 117,137	\$ 14,070	\$ 58,966,755
1400	Other Current Assets	(34,943)	51,557	0	0	0	16,614
	TOTAL ASSETS	\$ 58,899,429	\$ 117,686	\$ 11,194,907	\$ 21,988,918	\$ 717,649	\$ 92,918,589
RESOURCES							
5010	Estimated Revenues	\$ 52,514,928	\$ 2,929,393	\$ 9,751,489	\$ 0	\$ 194,995	\$ 65,390,805
5030	Less: Revenues	(1,591,463)	(304,726)	(77,032)	(19,198)	(116)	(1,992,535)
	Revenues to be Received	50,923,465	2,624,667	9,674,457	(19,198)	194,879	63,398,270
	TOTAL ASSETS & RESOURCE	\$ 109,822,894	\$ 2,742,353	\$ 20,869,364	\$ 21,969,720	\$ 912,528	\$ 156,316,859
LIABILITIES							
2110	Accounts Payable	\$ 20,676	\$ 9,417	\$ 0	\$ 2,090	\$ 4,206	\$ 36,389
2120	Loans and Leases Payable	0	0	0	0	0	0
2160	Accr Wages & Deductions	1,541,479	43,764	0	0	248,151	1,833,394
2170	Due to Other Funds	196,926	199,814	0	31,161	229,423	657,324
2180	Due to Other Gov'ts	1,172,486	(3,310)	0	0	0	1,169,176
2140	Interest Payables	0	0	0	0	0	0
2150	Due to Other	0	0	0	0	0	0
	Total Current Payables	\$ 2,931,567	\$ 249,685	\$ 0	\$ 33,251	\$ 481,780	\$ 3,696,283
2200	Accrued Expenses	0	0	0	0	121,928	121,928
2300	Deferred Revenues	48,528,999	0	9,803,775	0	0	58,332,774
	TOTAL LIABILITIES	\$ 51,460,566	\$ 249,685	\$ 9,803,775	\$ 33,251	\$ 603,708	\$ 62,150,985
FUND EQUITY							
6010	Appropriations	\$ 52,511,928	\$ 3,002,782	\$ 9,751,489	\$ 20,436,362	\$ 194,995	\$ 85,897,556
6050	Less: Expenditures	(5,190,833)	(635,699)	(323)	(1,300,710)	(52,452)	(7,180,017)
	Encumbrances	0	0	0	0	0	0
	Available Appropriations	\$ 47,321,095	\$ 2,367,083	\$ 9,751,166	\$ 19,135,652	\$ 142,543	\$ 78,717,539
4010	Reserve for Encumbrances	0	0	0	0	0	0
3111	Unreserved Fund Balance	10,835,894	0	1,314,423	2,800,817	166,277	15,117,411
3251	Reserved Fund Balance	205,339	125,585	0	0	0	330,924
	TOTAL LIAB. & FUND EQUITY	\$ 109,822,894	\$ 2,742,353	\$ 20,869,364	\$ 21,969,720	\$ 912,528	\$ 156,316,859

SUMMARY OF TAX COLLECTIONS
AS OF OCTOBER 31, 2004

2004-05 Original Tax Levy	\$ 57,048,179.12
Delinquent Taxes as of 8/31/04	1,911,412.07
<hr/>	
Total Receivables for 2004-05	\$ 58,959,591.19
Current Year Adjustments	(111,954.92)
Prior Year Adjustments	171,801.94
<hr/>	
Adjusted Receivables.....	\$ 59,019,438.21
Total Net Collections To Date	(377,905.88)
<hr/>	
Outstanding Receivables as of	10/31/2004 \$ 58,641,532.33
	=====

SUMMARY OF BUDGETED COLLECTIONS	BUDGETED	NET COLLECTED	BUDGETED VARIANCE	% OF BUDGET COLLECTED
Maintenance - Current Tax	\$ 46,253,053.00	\$ 113,523.45	\$ 46,139,529.55	0.25%
Maintenance - Prior Year Tax	820,000.00	201,556.19	618,443.81	24.58%
Maintenance - Penalties & Interest	517,000.00	54,908.34	462,091.66	10.62%
	<hr/>	<hr/>	<hr/>	<hr/>
Sub-total	\$ 47,590,053.00	\$ 369,987.98	\$ 47,220,065.02	0.78%
	=====	=====	=====	=====
Debt Service - Current Tax	\$ 9,331,489.00	\$ 22,893.90	\$ 9,308,595.10	0.25%
Debt Service - Prior Year Tax	250,000.00	39,932.34	210,067.66	15.97%
Debt Service - Penalties & Interest	125,000.00	12,395.25	112,604.75	9.92%
	<hr/>	<hr/>	<hr/>	<hr/>
Sub-total	\$ 9,706,489.00	\$ 75,221.49	\$ 9,631,267.51	0.77%
	=====	=====	=====	=====
Total Collections	\$ 57,296,542.00	\$ 445,209.47	\$ 56,851,332.53	0.78%
	=====	=====	=====	=====

Tax Collection Comparison with 2003-04 (adjusted tax roll)	2004-05	2003-04
<hr/>		
Percent of Current Year Taxes Collected	0.24%	0.24%
Percent of Total Taxes Collected	0.66%	0.78%
Percent of Total Taxes and P & I Collected	0.78%	0.95%

Comparison based on original tax roll		
<hr/>		
Percent of Current Year Taxes Collected	0.24%	0.24%
Percent of Total Taxes Collected	0.66%	0.78%
Percent of Total Taxes and P & I Collected	0.78%	0.95%

Lake Travis Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Minutes
RECOMMENDED ACTION	Approval
RATIONALE	<p>The minutes of each official Board meeting are reviewed by the Board for accuracy, then approved by the Board prior to becoming public record.</p> <p>Attached are minutes from the following Board meetings: November 15, 2004 – Board Meeting December 1, 2004 – Board Workshop December 8, 2004 – Board/Superintendent Conference</p>
COMMITTEE CONSIDERATION	None
BUDGET PROVISIONS	None
RESOURCE PERSONNEL	Dr. Rocky Kirk, Linnea Bennett
MEETING DATE	December 13, 2004



LAKE
TRAVIS
INDEPENDENT
SCHOOL
DISTRICT

Minutes of Regular Meeting

The Board of Trustees Lake Travis Independent School District

A Regular meeting of the Board of Trustees of Lake Travis Independent School District was held November 15, 2004, in the LTISD Administration Board Room, 3322 Ranch Road 620 South, Austin, Texas 78738.

I. Call To Order – President Susan Tolles called the meeting to order at 6:15 p.m.

II. Quorum Determination – All Trustees were present.

III. Executive Session - Trustees adjourned into Executive Session at 6:18 p.m., as permitted under the Texas Open Meetings Act, Government Code §551.0821 – *any issue requiring disclosure of a student’s personally identifiable information, not including directory information that parents had not previously opted to withhold.*

Executive Session recessed at 7:20 p.m. and the regular session immediately began.

IV. Pledge of Allegiance and Moment of Silence – Lake Travis Middle School Student of the Month, Lindsey Glennon, led the pledge of allegiance. A moment of silence was observed.

V. Superintendent’s Report –

A. November Students of the Month – The following students were introduced as the November Students of the Month: Kayla Cochran (Bee Cave Elementary School), Chrissie Chapman (Lakeway Elementary School), Stacey Arnold (Lake Pointe Elementary School), Lindsey Glennon (Lake Travis Middle School). LTHS Student of the Month, Amy Fowler, was unable to attend.

B. LTHS National Merit Scholar Students – Lake Travis High School Principal, Charlie Little, introduced the following National Merit Scholars:

National Merit Semifinalists:

Dee Frost, Nathaniel Gulick, Bradford Tuckfield, Sara Stanley, Craig Wilson

National Merit Commended Scholars:

Paul Crossley, Tom Crail, Amani Dorn, Charlotte Dunlap, Amy Fowler, Alex Greis, Elizabeth Hostetler, Kathryn Kelley, James Leavenworth, Serena Loftus, Patrick O'Connor, Brianna Porter, Emily Ray, Katherine Rowan, Erin Salcher, James Tabat, Layne Wilson

VI. Audience Comments – There were no requests for audience comments.

VII. Discussion and/or Action

A. Executive Session

I. Parent Complaints, Level 3 Grievance

A MOTION was made by Trustee Davidson, seconded by Trustee Cummings, to deny the appeal, as heard in the Level 3 grievance hearing.

MOTION WAS UNANIMOUS

[7-0]

II. Elementary School Site Acquisitions: 2001 Bond and Housing Developments – No action taken.

B. Curriculum and Instruction

I. Lake Travis High School New Course Proposals

Cynthia Clinesmith presented information regarding proposed new courses for the 2005-2006 school year. Ms. Clinesmith stated that the proposed new courses would expand the Institutes of Study for students, extend advanced placement options, and enrich elective options.

A MOTION was made by Trustee Eudy, seconded by Trustee Vasut, to approve the new courses for the 2005-2006 school year, as presented by administration.

MOTION WAS UNANIMOUS

[7-0]

II. Additional Staffing – Special Education

Ms. Clinesmith asked for approval of two federally-funded special education educational aide positions. Ms. Clinesmith stated that one special education aide position is needed to provide services at Lakeway Elementary School and an additional special education aide position is needed at Bee Cave Elementary School.

A MOTION was made by Trustee Cummings, seconded by Trustee Goff, to approve the additional special education staffing.

MOTION WAS UNANIMOUS
[7-0]

C. Administration

I. Demographic Study

Trustees were asked to approve the recently completed 2004 demographic study. This study has been previously reviewed and discussed by Trustees and administration at previous Board meetings and workshops.

A MOTION was made by Trustee Nixon, seconded by Trustees Cummings, to approve acceptance of the demographic study as the primary and authoritative resource for predicting future student enrollment in the district.

MOTION WAS UNANIMOUS
[7-0]

II. Elementary and Middle School Attendance Boundaries

Bob Hart presented information regarding the elementary and middle school attendance boundaries for the 2005-2006 school year. Discussion ensued.

A MOTION was made by Trustee Eudy, seconded by Trustee Cummings, to approve the determination of attendance boundaries that the elementary and middle school boundaries will revert to the boundaries that were in place at the time of closing of Lake Travis Elementary School. Additionally, approval is given for the following provisions:

- “Grandfather” the 2004-2005 third and fourth graders and their siblings at Bee Cave Elementary, Lake Pointe Elementary and Lakeway Elementary Schools to allow parents of these students to elect for them to stay at their current campus through the 2006-2007 school year. A parent transferring must make application to transfer no later than February 15, 2005.

- Transportation will not be provided by the district for those students whose parents elect to take advantage of this provision.

MOTION WAS UNANIMOUS

[7-0]

III. Administrators' Analysis of Need – Future Bond

In order to support the Board of Trustees' efforts to effectively and successfully address the future needs of the district, the administrative team presented a preliminary analysis of need within the following areas: 1) instruction; 2) co and extra-curricular; 3) technology; 4) support services; 5) school facilities; and 6) land

Trustees were asked to approve this preliminary analysis of need, in order to establish the core concepts and principles that will guide future bond study and planning.

A MOTION was made by Trustee Davidson, seconded by Trustee Goff, to approve the analysis of need, as presented by administration.

MOTION WAS UNANIMOUS

[7-0]

IV. School Size – Elementary, Middle and High Schools

Discussion ensued regarding school size/student capacity of the elementary, middle and high schools. In the 2003 bond discussion, Trustees approved an elementary school capacity of 850 for existing elementaries and for the new Lake Travis Elementary School.

Dr. Kirk stated that after considering the instructional, social and financial impact of raising the middle school capacity to 900 students, the administration believes this option has merit. However, the recommendation to adopt a 900 student capacity limit at the middle schools is conditional. That is, the administration does not believe that the current configuration/facility at Lake Travis Middle School is conducive to this capacity, and Hudson Bend Middle School would need some less significant facility attention to achieve a 900 student capacity. The

administration recommends a 900 capacity middle school standard for future middle school constructions.

Dr. Kirk added that architectural review of the current LTMS/LTHS site will guide options in this regard. That review will be completed by mid January 2005.

Dr. Kirk stated that a similar review of the instructional, social and financial implications of moving the high school to 2,500 capacity with a core capacity of 3,000 has been concluded and the administration's recommendation is to adopt this standard.

A MOTION was made by Trustee Cummings, seconded by Trustee Davidson to approve for planning purposes, the size capacity of elementary schools for 850 students, middle schools for 900 students, and high schools at 2,500 students, with a core capacity of 3,000 students.

MOTION WAS UNANIMOUS
[7-0]

V. First Reading of Local Policy FMG (Out of Country Field Trips)

A MOTION was made by Trustee Davidson, seconded by Trustee Vasut, to approve the first reading of revisions to local policy FMG (out of country field trips).

MOTION WAS UNANIMOUS
[7-0]

VIII. Upcoming Meetings – Trustee Tolles announced the following future meetings:

December 1, 2004 – Board Workshop
December 8, 2004 – Board/Superintendent Conference
December 13, 2004 – Board Meeting
January 11, 2005 – Board Workshop
January 24, 2005 – Board Meeting

IX. Executive Session – Trustees adjourned into Executive Session at 9:38 p.m., as permitted under the Texas Open Meetings Act, Government Code §551.072 – *Deliberation regarding real property – a governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease*

or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Executive Session recessed at 10:13 p.m. and the regular session resumed.

There being no further action, the November 15th meeting of the LTISD Board of Trustees adjourned at 10:13 p.m.

Susan Tolles, President

Fred Goff, Secretary

Minutes of Workshop

The Board of Trustees Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held December 1, 2004, in the LTISD Administration Board Room, 3322 Ranch Road 620 South, Austin, Texas 78738.

I. Call To Order – President Susan Tolles called the meeting to order at 6:00 p.m.

II. Quorum Determination – All Trustees were present.

III. Discussion and/or Action

A. Finance and Support Services

I. Chapter 41 Agreement to Equalize Wealth (Option 4)

Bob Hart presented an additional Chapter 41 Agreement to Equalize Wealth (Option 4) for Trustees' approval.

A MOTION was made by Trustee Davidson, seconded by Trustee Goff, to add Cisco ISD to the list of approved schools under Option 4 of the Chapter 41 agreement to equalize wealth.

MOTION WAS UNANIMOUS

[7-0]

B. Administration

I. First Reading of Local Policy Revisions and Deletions included in Localized Policy Manual Update 73

Gary Ott presented information reading the proposed revisions to localized policy manual Update 73. Mr. Ott stated that the recommended revisions were based on administrative review. The second and final reading of these revisions would be considered at the December 13th Board meeting.

A MOTION was made by Trustee Vasut, seconded by Trustee Eudy, to approve the first reading of local policy revisions and deletions included in localized policy manual Update 73.

MOTION WAS UNANIMOUS

[7-0]

II. Second Reading of Local Policy FMG (Out of Country Field Trips)

Gary Wrinkle presented the second and final reading of local policy FMG (out of country field trips). Dr. Wrinkle added that the first reading of the proposed policy was approved at the November 15th Board workshop.

A MOTION was made by Trustee Davidson, seconded by Trustee Cummings, to approve the second reading of local policy FMG (out of country field trips).

MOTION WAS UNANIMOUS
[7-0]

III. 2004 Bond Program

Dan Gafford presented information regarding the roofing, mechanical and HVAC projects. Mr. Gafford also presented a construction update on Lake Travis Elementary School. Bob Hart updated Trustees on the status of the Building 100 project. No action was taken.

IV. 2005 Bond Study

Discussion ensued regarding the 2005 Bond Study. The administration will be presenting further information regarding this issue at future meetings. No action was taken.

Trustees did not adjourn into Executive Session, as indicated on the official posting.

President Tolles announced the following future meetings:

- December 8, 2004 – Board/Superintendent Conference
- December 13, 2004 – Board Meeting
- January 11, 2005 – Board Workshop
- January 24, 2005 – Board Meeting.

There being no further discussion and/or action, the December 1st Board workshop adjourned at 8:00 p.m.

Susan Tolles, President

Fred Goff, Secretary

Minutes of Board/Superintendent Conference

The Board of Trustees Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held December 8, 2004, in the Board Room of the Lakeway Inn, Austin, Texas.

- I. Call To Order – President Susan Tolles called the meeting to order at 6:23 p.m.
- II. Quorum Determination – Trustees present included: Susan Tolles, Fred Goff, Jim Cummings, Mayo Davidson, Kim Nixon and Bert Vasut. Trustee Kim Eudy was absent.
- III. Executive Session – Trustees adjourned into Executive Session at 6:23 p.m., in accordance with §551.074 of the Government Code, to consider the summative evaluation of the Superintendent of Schools.

Executive Session recessed at 10:47 p.m.

There being no further discussion and/or action, the December 8th meeting adjourned at 10:47 p.m.

Susan Tolles, President

Fred Goff, Secretary