

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 October 20, 2021, beginning at 6:00 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. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Recognitions
 - A. 2022 National Merit Scholarship Program Qualifying Students 3
4. Public Comments/Citizen Participation
5. Public Hearing
 - A. 2021 School FIRST Rating Report 5
6. Information Items
 - A. September 2021 Monthly Financial Reports - Statement of Revenue and Expenditures, Balance Sheet, Tax Statement, and 2018 Capital Projects Report 39
 - B. Request for Proposal (RFP) – Landscaping and Mowing Services 44
 - C. Technology Audit and Program Review Pricing Adjustment 45
7. Presentation/Discussion Items
 - A. Competitive Sealed Proposal (CSP) - Vail Divide Southern Extension Project 46
 - B. Selection of Haddon + Cowan Architects for the CMR-12 Serene Hills Elementary Renovation Project for the Summer of 2022 47
 - C. Selection of American Constructors as Contractor for JOC #9 – District Fire Alarm Upgrades Project for the Summer of 2022 48
 - D. Resolution to Approve Region 10 ESC Purchasing Cooperative 49
 - E. Resolution of the Board Regarding Local Remote Learning Program 53
 - F. Board Notification under Board Policy CH (Local) - Online Tutoring Contracted Services 55
 - G. Presentation and Discussion on Development of District Alumni Program 56
 - H. Memorandum of Understanding Between the Lake Travis ISD and the Board of Directors of Lake Travis Education Foundation Regarding the LT Alumni & Friends Program 63
 - I. Renewal of Grazing License Between Lake Travis ISD and Jeanene Williams on Approximately 45 acres of Land off Highway 71 67
8. Consideration Items

| | | |
|-----|---|-----|
| A. | Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD | 78 |
| B. | Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD | 84 |
| C. | Memorandum of Understanding Between Travis County Sheriff's Office and Lake Travis ISD | 90 |
| D. | 2021-2022 Budget Amendment #1 - General Operating Fund | 95 |
| 9. | Consent Agenda | |
| A. | List of Qualified Investment Brokers and Dealers | 97 |
| B. | List of Qualified Investment Trainers | 99 |
| C. | 2021-2022 T-TESS Appraisal Roster | 101 |
| D. | September 15, 2021 Board Meeting Minutes | 103 |
| 10. | Upcoming Meetings and Events | |
| A. | November 11, 2021, 2:30 p.m. -Special Called Meeting - EDC | |
| B. | November 17, 2021, 6:00 p.m. - Monthly Board Meeting, EDC | |
| C. | December 15, 2021, 6:00 p.m. - Monthly Board Meeting, EDC | |
| 11. | Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq. | |
| A. | Section 551.074 - Personnel Matters | |
| 1. | The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071) | |
| B. | Section 551.071 - Consultation with Attorney | |
| 1. | The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2). | |
| C. | Section 551.072 - Deliberation Regarding Real Property | |
| 1. | The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.) | |
| D. | Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student | |
| 1. | The Board will discuss personally identifiable information about a public school student. | |
| E. | Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate: | |
| 1. | The deployment, or specific occasions for implementation of security personnel or devices. | |
| 12. | Adjournment | |



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022 National Merit Scholarship Program Qualifying Students

RECOMMENDED ACTION

Special Recognition

RATIONALE

Lake Travis High School interim principal Debbie Garinger is pleased to announce that 70 seniors have been recognized by the 2022 National Merit Scholarship Program. These students entered the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (NMSQT) as high school juniors in 2019. They were chosen from more than 1.5 million program entrants and represent less than one percent of each state’s high school seniors. According to the National Merit Scholarship Program, these students are the top scorers from each state and show exceptional academic ability and potential for success in rigorous college studies. Lake Travis High School proudly recognizes eight National Merit Semifinalists, 34 Commended Scholars, 28 National Hispanic Scholars, and four National Indigenous Scholars as follows:

| | | |
|--------------------------------------|-----------------------------------|---------------------------------|
| Ava Ammerman - NHS | Dakota Evans - NMS | William Peters - CS |
| Alline Ayala - NHS | Ella Garber - NHS | Dakota Pound - CS |
| David Barba - NHS | Sofia Gonzalez - NHS | Elise Robertson - CS |
| Mason Barber - CS | Michaela Graves - NIS | Julia Ruiz - NHS |
| Katherine Benner - NHS | Trenton Gray - CS | David Schelling - CS |
| Anvita Bhatt - CS | Michael Haray - NHS | Lucas Scott - NHS |
| Louis Birla - CS | Kate Hennig - NMS | Cory Seidenberger - NHS |
| Adrian Carroll - CS | Audrey Humann - NIS | Disha Sharma - CS |
| Cory Chang - CS | Mikaela Jurovich - NHS | Karen Solis - NHS |
| Bruce Chen - NMS | Joseph Kenis - CS | Luke Sosebee - NHS |
| Sophia Cho - CS | Guillermo Lavin - NHS | Grace Starr - CS |
| Lars Christensen - CS | Abigail Lucero - NHS | Allison Still - CS |
| Joseph Cobb - NHS | Kerry Lum - NHS, CS | Reid Trussler - NMS |
| Victoria Cotton - CS | Joyce Luo - CS | Malcolm Tucker - NHS, CS |
| Luciana Covarrubias - NHS | Jan MacGregor - CS | Vasuda Vaidyanathan - CS |
| William Cranney-Fee - NIS, CS | Valeria Malave - NHS | Kylie Vandermeer - CS |
| Jacqueline Creel - CS | Alan Mascarro - NHS | Emma Van Orden - NHS |
| Zander Crowns - CS | William Matherne - CS | Sam Waxman - NHS |
| Jakob Deblock - CS | David McMichael – NIS, NHS | Sarah Weiss - CS |
| Matthew DiLeo - NMS | Whitney Meyer - CS | Aubrey Williamson - CS |
| Sheridan Dorsey - NMS | Colin Miller - NMS | Daryan Willyard - NHS |
| Julia Doyle - CS | Raja Momin - CS | |
| Maddox Edmondson - NHS | Ana Mussiett - NHS | |
| Michael Eissing - CS | Aniket Naravane - NMS | |



NMS - National Merit Semifinalist; CS - Commended Scholar; NHS - National Hispanic Scholar; NIS - National Indigenous Scholar

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger – Interim Principal, Lake Travis High School

Marco Alvarado – Executive Director of Communications and Community Relations

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2021 Schools FIRST Rating Report

RECOMMENDED ACTION

Public Hearing. For information only.

RATIONALE

Lake Travis ISD has received its preliminary 2021 School Financial Integrity Rating System of Texas (FIRST) rating based on financial indicators per 19 Texas Administrative Code (TAC), Section 109.1002(f). A school district's School FIRST rating is based upon an analysis of financial data for fiscal year ended August 31, 2020. On or about September 15, 2021, the final School FIRST rating will be available. Within two months of the release of the final ratings, each school district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each of the 20 indicators for the prior year. The first of two required published newspaper notices, to inform taxpayers of the meeting, may not be more than 30 days or less than 10 days prior to the public meeting in accordance with 19 TAC, Section 109.1005. The public meeting will take place at the regular scheduled meeting on October 20, 2021.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

2021 Schools FIRST Rating Management Report

MEETING DATE

October 20, 2021

Lake Travis Independent School District



2020–21 Ratings Report

October 20, 2021

TABLE OF CONTENTS

| | |
|---|-----------|
| Executive Summary | 2 |
| Lake Travis ISD’s Financial Management Performance Rating Provided by the Texas Education Agency | 4 |
| Lake Travis ISD’s Financial Management Performance under each Indicator for the Current and Previous Year’s Rating | 9 |
| Financial Disclosures | |
| Superintendent’s Employment Contract | 15 |
| 2020-21 Reimbursements for Superintendent and Board Members | 25 |
| 2020-21 Outside Consulting Compensation Paid to Superintendent | 25 |
| 2020-21 Gifts Received by Board Members and Executive Officers | 26 |
| 2020-21 Business Transactions between School District and Board Members | 26 |
| Glossary | 27 |

**Financial Integrity Rating System of Texas (FIRST)
Lake Travis Independent School District
2020-2021 Ratings based on School Year 2019-2020 data**

Executive Summary

Introduction

This is the 18th year of School FIRST (Financial Accountability Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of School FIRST is to achieve quality performance in the management of school district’s financial resources, a goal made more significant due to the complexity of accounting associated with Texas’ school finance system.

The School FIRST accountability rating system assigns a letter grade to each district. An A = Superior Rating, B = Above Standard, C = Meets Standard or F = Substandard Achievement. Districts that receive the “Substandard Achievement” ratings under School FIRST must file a corrective action plan with the Texas Education Agency.

Major Changes to the School FIRST System

The School FIRST Communications Kit was updated in August 2021 to include changes in the Commissioner’s Rule for School FIRST that were implemented by the Texas Education Agency beginning with ratings year 2020-2021 based primarily on data from fiscal year 2020.

Reporting Requirements under the School FIRST System

Under School FIRST, every school district in Texas is required to prepare an annual financial management report that includes the following:

- A. The district’s financial management performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education for the state’s new Financial Accountability System.
- B. The district’s financial management performance under each indicator for the current and previous years’ financial accountability ratings;
- C. Additional information required by the Commissioner of Education. Under Chapter 109, the Commissioner requires certain disclosures, as follows:
 - 1. A copy of the superintendent’s current employment contract. This must disclose all compensation and benefits paid to the superintendent;

2. A summary schedule for the fiscal year (12-month period) of total reimbursements received by the superintendent and each board member;
3. A summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services;
4. A summary schedule for the fiscal year of the total dollar amount by the executive officers and board members of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year. This reporting requirement only applies to gifts received by the school district's executive officers and board members (and their immediate family as described by Government Code, Chapter 573, Subchapter B, as a person related to another person within the first degree by consanguinity or affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member, or matter related to attendance at education-related conferences and seminars whose primary purpose is to provide continuing education;
5. A summary schedule for the fiscal year of the dollar amount by board members for the aggregate amount of business transactions with the school district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members;
6. Additional information that the district's board of trustees deems useful.

Publicizing the District's Financial Report and Rating

Within two months of receiving the final financial accountability rating school districts are required to distribute the financial management report to attendees at a public hearing for School FIRST. The board of trustees is to have the public hearing at a district facility.

Notice of the hearing, including date, time and location, must be provided to a newspaper of general circulation in the district once a week for two weeks prior to holding the public meeting. The first notice may not be placed more than 30 days or less than 10 days prior to the public hearing. District staff should have copies of the report ready to hand out to attendees at the public hearing and to anyone that requests a copy after the meeting.



Financial Integrity Rating System of Texas

2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA - DISTRICT STATUS DETAIL

| | |
|---|--|
| Name: LAKE TRAVIS ISD(227913) | Publication Level 1: 8/4/2021 2:00:38 PM |
| Status: Passed | Publication Level 2: 8/6/2021 11:10:55 AM |
| Rating: A = Superior Achievement | Last Updated: 8/6/2021 11:10:55 AM |
| District Score: 98 | Passing Score: 70 |

| # | Indicator Description | Updated | Score |
|---|--|---------------------------|-------|
| 1 | Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? | 6/8/2021 4:20:44 PM | Yes |
| 2 | Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) | 6/8/2021 4:20:44 PM | Yes |
| 3 | Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.) | 6/8/2021 4:20:44 PM | Yes |
| 4 | Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and | 7/1/2021 9:15:34 AM | Yes |

| | | | |
|----|--|-----------------------------|------------------------|
| | other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.) | | Ceiling Passed |
| 5 | This indicator is not being scored. | | |
| | | | 1 Multiplier Sum |
| 6 | Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | 6/28/2021 11:19:02 AM | Ceiling Passed |
| 7 | Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section. | 6/8/2021 4:20:45 PM | 10 |
| 8 | Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section. | 6/8/2021 4:20:45 PM | 10 |
| 9 | Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section. | 6/8/2021 4:20:45 PM | 10 |
| 10 | Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years? | 7/2/2021 2:08:39 PM | 10 |
| 11 | Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership | 6/8/2021 4:20:46 PM | 10 |

| | | | |
|----|---|---------------------------|-------------------|
| | over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section. | | |
| 12 | Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section. | 6/8/2021 4:20:47 PM | 10 |
| 13 | Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section. | 6/8/2021 4:20:47 PM | 8 |
| 14 | Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator. | 6/8/2021 4:20:47 PM | 10 |
| 15 | Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section. | 6/8/2021 4:20:47 PM | 5 |
| 16 | Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | 6/8/2021 4:20:48 PM | Ceiling Passed |
| 17 | Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.) | 6/8/2021 4:20:48 PM | Ceiling Passed |
| 18 | Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.) | 6/8/2021 4:20:48 PM | 10 |
| 19 | Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other | 6/8/2021 4:20:48 PM | 5 |

| | | | |
|----|---|---------------------------|------------------------|
| | statutes, laws and rules that were in effect at the school district's fiscal year end? | | |
| 20 | Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | 6/8/2021 4:20:48 PM | Ceiling Passed |
| | | | 98 Weighted Sum |
| | | | 1 Multiplier Sum |
| | | | (100 Ceiling) |
| | | | 98 Score |

DETERMINATION OF RATING

| | |
|-----------|---|
| A. | Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned. |
| B. | Determine the rating by the applicable number of points. |
| | A = Superior Achievement 90-100 |
| | B = Above Standard Achievement 80-89 |
| | C = Meets Standard Achievement 70-79 |
| | F = Substandard Achievement <70 |

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

| Determination of rating based on meeting ceiling criteria. | Maximum Points | Maximum Rating |
|---|-----------------------|--------------------------------|
| Indicator 4 (Timely Payments) - School district was issued a warrant hold. | 95 | A = Superior Achievement |
| Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |
| Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |
| Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> . | 79 | C = Meets Standard Achievement |
| Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |

**Lake Travis ISD’s Financial Management Performance under each Indicator
for the Current Years’ Rating**

Schools FIRST Rating Worksheet

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|---|---|--|---|--------------|
| 1 | Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district’s fiscal year end date of June 30 or August 31, respectively? | A simple indicator. Was the Annual Financial Report filed by the deadline? | Lake Travis ISD’s Annual Financial Report was filed with the Texas Education Agency on January 6, 2021. | Yes |
| 2 | Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) | A “modified” version of the auditor’s opinion in your annual audit report means that you need to correct some of your reporting or financial controls. A district’s goal, therefore, is to receive an “unmodified opinion” on its Annual Financial Report. This is a simple “Yes” or “No” indicator. | Lake Travis ISD received a “clean audit” (unmodified opinion). | Yes |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|----------|--|--|--|---------------------------|
| 3 | Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated.) | This indicator seeks to make certain that your district has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc. | Lake Travis ISD has never defaulted on bonded indebtedness. | Yes |
| 4 | Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? | This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district. | Lake Travis ISD has always made timely payments to its governmental agencies. | Yes Ceiling Passed |
| 5 | Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero? | This indicator simply asks, "Did the district's total assets exceed the total amount of liabilities?" This indicator is not being scored this year due to the impact of accounting changes implemented by the Governmental Accounting Standards Board. | This indicator is not being scored. | N/A |
| 6 | Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25% decrease or did the current year assigned and unassigned fund balance exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days. | As of August 31, 2020, Lake Travis ISD had 122.293 days of cash on hand to cover its expenditures. | Ceiling Passed |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|----|--|--|--|--------------|
| 7 | Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? | This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did Lake Travis ISD meet or exceed the target amount in School FIRST of greater than or equal to 90? | As of August 31, 2020, Lake Travis ISD had 137.7817 days of cash on hand to pay its obligations. | 10 |
| 8 | Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? | This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did Lake Travis IS meet or exceed the target amount in School FIRST of greater than or equal to 3? | As of August 31, 2020, Lake Travis ISD had a current liabilities ratio of 3.0164. | 10 |
| 9 | Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? | This indicator measures the ability of the district to pay its obligations. To receive full credit for this indicator the district must have at least 60 days of cash on hand. | As of August 31, 2020, Lake Travis ISD had 137.782 days of cash on hand to pay its obligations. | 10 |
| 10 | Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years? | This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year. | Lake Travis ISD had a variance of 0.0161 when comparing budgeted revenues to actual revenues. | 10 |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|-----------|--|---|--|--------------|
| 11 | Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) | This indicator measures the ability of the district to sustain its solvency long-term. (If the district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) | As of August 31, 2020, Lake Travis ISD had a five year change in student enrollment of 20.15%. | 10 |
| 12 | Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? | This indicator measures whether the school district had the ability to make debt principal and interest payments. Did Lake Travis ISD meet or exceed the target amount in School FIRST of less than or equal to 4? | As of August 31, 2020, Lake Travis ISD had a debt to assessed property value ratio of 3.0022. | 10 |
| 13 | Was the school district's administrative cost ratio equal to or less than the threshold ratio? | This indicator measures the percentage of their budget that Texas school districts spent on administration. Did Lake Travis ISD exceed the cap in School FIRST for districts of our size? | Lake Travis ISD had an administrative cost ratio of .0928. Administrative cost ratios under .0855 received the maximum of 10 points. | 8 |
| 14 | Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.) | This indicator is measuring school districts that are compensating for a drop in students by reducing staff. If a school district is growing in students, then this indicator is non-applicable. | As of August 31, 2020, Lake Travis ISD had a three-year increase in students of 675. | 10 |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|-----------|---|--|---|----------------|
| 15 | Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? | This indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual. Did Lake Travis ISD meet or exceed the targeted amount in School FIRST of less than or equal to .07? Maximum points for this indicator is 5. | As of August 31, 2020, Lake Travis ISD had a differential of .0052 between projected and actual ADA. | 5 |
| 16 | Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? | This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to make certain that the data reported in each case "matches up." If the difference in numbers reported in any fund type is 3 percent or more, your district "fails" this measure. | Lake Travis ISD had a zero percent variance between its' Annual Financial Report and the data submitted to PEIMS. | Ceiling Passed |
| 17 | Did the external independent auditor report that the AFR was free of any instances of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) | A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your district not being able to properly account for its use of public funds, and should be immediately addressed. | Lake Travis ISD had a clean audit report. | Ceiling Passed |
| 18 | Did the external independent auditor indicate the AFR was free of any instances of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.) | This indicator measures whether the district is complying with laws, rules and regulations related to the expenditure of grant funds, contracts, and other state and federal funds. | Lake Travis ISD had no instances of material noncompliance reported in the audit. | 10 |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|-----------|---|--|---|----------------|
| 19 | Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end? | This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information. Maximum points for this indicator is 5. | Lake Travis ISD had all required financial postings. | 5 |
| 20 | Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | This indicator measures whether the school board had the opportunity to consider the impact of changes in property value on the finances of the district. | Lake Travis ISD administration and school board members discussed property values during a budget workshop. | Ceiling Passed |

of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's Policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate of all the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and all other certificates required by law.

2.3 Reassignment. The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee may attend such meetings, subject to the exceptions noted above.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 Indemnification. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's

individual or official capacity as an employee and as a Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding,

however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and by the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and the limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual base salary in the sum of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00). The annual salary rate approved by the Board shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. During the term of this Contract, or any renewal or extension thereof, the Superintendent shall, on September 1 of each school year, receive the same percentage increase in his then base salary as is received for that school year by full-time classroom teachers, unless the Superintendent notifies the Board President in writing that he has elected not to receive all or a portion of this increase. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the amount in Section 3.1 of this Contract, except by mutual agreement of the two pursuant to a lawful Board resolution. In such event, an addendum shall be attached to this Contract incorporating the adjusted salary.

3.3 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The reasonable and actual expense of such activities, subject to Board approval, shall be borne by the District from funds budgeted for that purpose by the Board.

3.4 Insurance. The District shall pay for the Superintendent the same premium contribution amount of coverage under the District's group health care plan that the District

makes available to every employee.

3.5 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time as will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. All accrued, but unused personal leave days and vacation days shall carry over from year to year. Upon termination of employment, all unused vacation and personal leave days accumulated, but unused, by the Superintendent during his employment by the District will be paid in lump sum to the Superintendent at the Superintendent's then current daily rate of pay under Section 3.1 of this Contract, based on two hundred and twenty-four (224) days of service per year (less applicable deductions, including withholding taxes). However, the Superintendent shall be required to receive payment for a minimum of one-third of his currently accumulated, unused vacation and personal leave days annually at the end of each Contract year. The value of any accumulated, unused vacation and personal leave days remaining upon termination of this Contract shall be paid to the Superintendent or his survivors within 30 days of termination date of the Contract (less applicable deductions, including withholding taxes).

3.6 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.7 Educational Development. After August 1, 2022, the Superintendent shall enroll in an appropriate institution of higher education and shall begin work to attain a doctorate degree. The Board supports this educational development by the Superintendent and believes

that the attainment of a doctorate degree will enhance his professional knowledge and leadership of the District. During this time that he is enrolled and working toward a doctorate degree, the Superintendent shall be entitled to an additional ten (10) educational development leave days per year for this purpose. These leave days shall be accounted for separate from the Superintendent's other leave, they may not be accumulated from year to year, and they may not be exchanged for compensation at any time. These educational development leave days shall be used by the Superintendent solely for his work toward a doctorate degree and shall be taken at times that do not interfere with the performance of his duties as Superintendent. The Superintendent shall periodically report to the Board his progress toward a doctorate degree.

3.8 Business Expenses. The District shall pay for or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose by the Board. The District also agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the Lake Travis Independent School District attendance zone; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, mileage, rental car and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with the Board policies and established procedures. Annually, the Superintendent's business expenses will be subject to review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report on his business expenses to the Board.

3.9 Teacher Retirement System of Texas. The District shall pay or reimburse the Superintendent a salary supplement in an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.

3.10 Information Technology/Communications. The District shall provide the Superintendent with a personal cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, a laptop and a printer, and a wireless router, which he may use for his business and personal purposes, provided that any personal use of such equipment shall not interfere with its business use, and further provided that the Superintendent shall not use such equipment for any personal purposes that are inconsistent with or prohibited by District policies, regulations or Board directives, or by state or federal law, for use of property owned by the District.

3.11 Primary Residence. The Superintendent shall maintain his primary residence within the geographical boundaries of the District during the term of this Contract, and any extension or renewal thereof.

3.12 Annual Physical Examination. The Superintendent shall undergo an annual physical examination by the Superintendent's primary care physician, or other physician mutually acceptable to the Superintendent and the Board President. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay all actual and reasonable costs of the annual physical examination. The examination shall be performed on or before November 1st of each year of this Contract, and any extension or renewal thereof.

IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

V. Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and the goals adopted by the Board.

5.2 Confidentiality. Unless the Board and Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Extension or Nonrenewal of Employment Contract

6.1 Extension/Nonrenewal. Extension or nonrenewal shall be in accordance with

Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than the 45th day before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed non-renewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency.
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Willful failure to comply with written Board Policies or District administrative directives;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's

- activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for the Superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan; or,
- r. Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 Resignation of Superintendent. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

Article VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Travis County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

**LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT**

By: **Kim Flasch**

Kim Flasch, President
Board of Trustees, Lake Travis ISO

ATTEST:

By: **Lauren White**

Lauren White, Secretary
Board of Trustees, Lake Travis ISD Executed this

17 day of February 2021.

SUPERINTENDENT

By:


Paul A. Norton

Executed this *17* day of February 2021.

signature: [K:\S:\-22_202109:33Msrj](#)

Signature: 
[;,,,; ,crob 23, 2021 01,ss CST](#)

Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2020

| For the Twelve-month Period Ended August 31, 2020 | | | | | | | | | |
|---|--------------------------------------|-------------------------------|------------------------|-------------------------|----------------------------|-------------------------|-----------------------|--------------------------|-----------------------------|
| Description of Reimbursements | Superintendent Dr. Brad Lancaster | Superintendent Paul Norton | Place 1 Guy Clayton | Place 2 Lauren White | Place 3 Jessica Putonti | Place 4 John Aouelle | Place 5 Kim Flasch | Place 6 William Beard | Place 7 Bob Dorsett, Jr. |
| Meals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lodging | - | - | - | - | - | 239.29 | - | - | - |
| Transportation | 1,036.33 | - | 24.00 | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - | 85.00 | - |
| Total | \$ 1,036.33 | \$ - | \$ 24.00 | \$ - | \$ - | \$ 239.29 | \$ - | \$ 85.00 | \$ - |

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2020

For the Twelve-Month Period Ended August 31, 2020

| Name(s) of Entity(ies) | |
|------------------------|---------|
| - | \$ 0.00 |
| | |
| | |
| | |
| Total | \$ 0.00 |

Gifts Received by Board Members and Executive Officers (and First Degree Relatives, if any) in Fiscal Year 2020
 (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)
 For the Twelve-Month Period Ended August 31, 2020

| | | | | | | | |
|--|--|---|------------------------------------|---------------------------------------|--|----------------------------------|-------------------------------------|
| | Place 1 Guy Clayton | Place 2 Lauren White | Place 3 Jessica Putonit | Place 4 John Aouelle | Place 5 Kim Flasch | Place 6 William Beard | Place 7 Bob Dorsett, Jr. |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Superintendent Dr. Brad Lancaster | Deputy Supt. Holly Morris-Kuentz | Asst. Supt. Johnny Hill | Asst. Supt. Evalene Murphy | Asst. Supt. Elizabeth Dettera | | |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |

Business Transactions Between School District and Board Members for Fiscal Year 2020
 For the Twelve-Month Period Ended August 31, 2021

| | | | | | | | | |
|--|---------------------------------------|------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------|--------------------------------------|---|
| Superintendent Dr. Brad Lancaster | Superintendent Paul Norton | Place 1 Guy Clayton | Place 2 Lauren White | Place 3 Jessica Putonti | Place 4 John Aouelle | Place 5 Kim Flasch | Place 6 William Beard | Place 7 Bob Dorsett, Jr. |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Accounting: A standard school fiscal accounting system must be adopted and installed by the board of trustees of each school district. The accounting system must conform to generally accepted accounting principles. This accounting system must also meet at least the minimum requirements prescribed by the state board of education, subject to review and comment by the state auditor.

Ad Valorem Property Tax: Literally the term means "according to value." Ad valorem taxes are based on a fixed proportion of the value of the property with respect to which the tax is assessed. They require an appraisal of the taxable subject matter's worth. General property taxes are almost invariably of this type. Ad valorem property taxes are based on ownership of the property, and are payable regardless of whether the property is used or not and whether it generates income for the owner (although these factors may affect the assessed value).

Adopted Tax Rate: The tax rate set by the school district to meet its legally adopted budget for a specific calendar year.

All Funds: A school district's accounting system is organized and operated on a fund basis where each fund is a separate fiscal entity in the school district much the same as various corporate subsidiaries are fiscally separate in private enterprise. All Funds refers to the combined total of all the funds listed below:

- The General Fund
- Special Revenue Funds (Federal Programs, Federally Funded Shared Services, State Programs, Shared State/Local Services, Local Programs)
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds for the National School Breakfast and Lunch Program

Assessed Valuation: A valuation set upon real estate or other property by a government as a basis for levying taxes.

Assigned Fund Balance: The assigned fund balance represents tentative plans for the future use of financial resources. Assignments require executive management (per board policy to assign this responsibility to executive management prior to end of fiscal year) action to earmark fund balance for

bona fide purposes that will be fulfilled within a reasonable period of time. The assignment and dollar

amount for the assignment may be determined after the end of the fiscal year when final fund balance is known.

Auditing: Accounting documents and records must be audited annually by an independent auditor. Texas Education Agency (TEA) is charged with review of the independent audit of the local education agencies.

Beginning Fund Balance: The General Fund balance on the first day of a new school year. For most school districts this is equivalent to the fund balance at the end of the previous school year.

Budget: The projected financial data for the current school year. Budget data are collected for the general fund, food service fund, and debt service fund.

Budgeting: Not later than August 20 of each year, the superintendent (or designee) must prepare a budget for the school district if the fiscal year begins on September 1. (For those districts with fiscal years beginning July 1, this date would be June 20.) The legal requirements for funds to be budgeted are included in the Budgeting module of the TEA Resource Guide. The budget must be adopted before expenditures can be made, and this adoption must be prior to the setting of the tax rate for the budget year. The budget must be itemized in detail according to classification and purpose of expenditure, and must be prepared according to the rules and regulations established by the state board of education. The adopted budget, as necessarily amended, shall be filed with TEA through the Public Education Information Management System (PEIMS) as of the date prescribed by TEA.

Capital Outlay: This term is used as both a Function and an Object. Expenditures for land, buildings, and equipment are covered under Object 6600. The amount spent on acquisitions, construction, or major renovation of school district facilities are reported under Function 80.

Capital Project Funds: Fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by

proprietary funds and trust funds.)



GLOSSARY

Cash: The term, as used in connection with cash flows reporting, includes not only currency on hand, but also demand deposits with banks or other financial institutions. Cash also includes deposits in other kinds of accounts or cash management pools that have the general characteristics of demand deposit accounts in that the governmental enterprise may deposit additional cash at any time and also effectively may withdraw cash at any time without prior notice or penalty.

Chapter 49: A key "equity" chapter in the Texas Education Code (TEC) is Chapter 49. This chapter is devoted to wealth equalization through the mechanism of recapture, the recovery of financial resources from districts defined by the state as high property wealth. Resources are recovered for the purpose of sharing them with low-wealth districts. Districts that are subject to the provisions of Chapter 49 must make a choice among several options in order to reduce their property wealth and share financial resources.

Committed Fund Balance: The committed fund balance represents constraints made by the board of trustees for planned future use of financial resources through a resolution by the board, for various specified purposes including commitments of fund balance earned through campus activity fund activities. Commitments are to be made as to purpose prior to the end of the fiscal year. The dollar amount for the commitment may be determined after the end of the fiscal year when final fund balance is known.

Comptroller Certified Property Value: The district's total taxable property value as certified by the Comptroller's Property Tax Division (Comptroller Valuation).

Days of Cash on Hand: The number of days the school district can disburse funds for its operating expenditures without receiving any new revenues.

Debt Service Fund: Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Debt Services: Two function areas (70 and 71) and one Object (6500) are identified using this terminology "debt services." Function 70 is a major

functional area that is used for expenditures that are used for the payment of debt principal and interest including Function 71. Expenditures that are for the retirement of recurring bond, capital lease principal,

and other debt, related debt service fees, and for all debt interest fall under Function 71. Object 6500 covers all expenditures for debt service.

Debt Service Coverage Ratio: This ratio measures an organization's ability to make debt principal and interest payments that will become due during the year.

Deferred Revenue: Resource inflows that do not yet meet the criteria for revenue recognition. Unearned amounts are always reported as deferred revenue. In governmental funds, earned amounts also are reported as deferred revenue until they are available to liquidate liabilities of the current period.

Ending Fund Balance: The amount of unencumbered surplus fund balance reported by the district at the end of the specified school year. For most school districts this will be equivalent to the fund balance at the beginning of the next school year.

Excess (Deficiency): Represents receivables due (excess) or owed (deficiency) at the end of the school year. This amount is reported as in the Annual Financial and Compliance Report.

Existing Debt Allotment (EDA): Is the amount of state funds to be allocated to the district for assistance with existing debt.

Federal Revenues: Revenues paid either directly to the district or indirectly through a local or state government entity for federally subsidized programs including the School Breakfast Program, National School Lunch Program, and School Health and Related Services Program. This amount is recorded as Revenue Object 5900.

Fiscal Year: A period of 12 consecutive months legislatively selected as a basis for annual financial reporting, planning, and budgeting. The fiscal year may run September 1 through August 31 or July 1 through June 30.

Foundation School Program (FSP) Status: The Foundation School Program (FSP) is the shared financial arrangement between the state and the school district, where property taxes are

blended with revenues from the state to cover the cost of basic and mandated programs. The nature of this arrangement falls in one of the following status categories: Regular, Special Statutory, State Administered, Education Service Center, or Open Enrollment Charter



GLOSSARY

School District.

FTE: Full-Time Equivalent measures the extent to which one individual or student occupies a full-time position or provides instruction, e.g., a person who works four hours a day or a student that attends a half of a day represents a .5 FTE.

Function: Function codes identify the expenditures of an operational area or a group of related activities. For example, in order to provide the appropriate atmosphere for learning, school districts transport students to school, teach students, feed students and provide health services. Each of these activities is a function.

The major functional areas are:

- Instruction and Instructional-Related Services
- Instructional and School Leadership
- Support Services - Student
- Administrative Support Services
- Support Services; Non-Student Based
- Ancillary Services
- Debt Service
- Capital Outlay
- Intergovernmental Charges

Fund Balance: The difference between assets and liabilities reported in a governmental fund.

General Administration: The amount spent on managing or governing the school district as an overall entity. Expenditures associated with this functional area are reported under Function 41.

General Fund: This fund finances the fundamental operations of the district in partnership with the community. All revenues and expenditures not accounted for by other funds are included. This is a budgeted fund and any fund balances are considered resources available for current operations.

I&S Tax Rate: The tax rate calculated to provide the revenues needed to cover Interest and Sinking (I&S) (also referred to as Debt

Service). I&S includes the interest and principal on bonds and other debt secured by property tax revenues.

Incremental Costs: The amount spent by a school district with excess wealth per WADA on

the purchase of attendance credits either from the state or from other school district(s). Expenditures associated with this functional area are reported under Function 92.

I&S Tax Rate: The tax rate calculated to provide the revenues needed to cover Interest and Sinking (I&S) (also referred to as Debt Service). I&S includes the interest and principal on bonds and other debt secured by property tax revenues.

Incremental Costs: The amount spent by a school district with excess wealth per WADA on the purchase of attendance credits either from the state or from other school district(s). Expenditures associated with this functional area are reported under Function 92.

Instruction: The amount spent on direct classroom instruction and other activities that deliver, enhance or direct the delivery of learning situations to students regardless of location or medium. Expenditures associated with this functional area are reported under Function 11.

Instructional Facilities Allotment (IFA): (State Aid) Provides assistance to school districts in making debt service payments on qualifying bonds and lease-purchase agreements. Proceeds must be used for the construction or renovation of an instructional facility.

Intergovernmental Charges:

"Intergovernmental" is a classification used when one governmental unit transfers resources to another. In particular, when a Revenue Sharing District purchases WADA or where one school district pays another school district to educate transfer students. Expenditures associated with this functional area are reported under Function 90.

Investments in Capital Assets, Net of Related Debt: One of three components of net assets that must be reported in both government-wide and proprietary fund financial statements.

Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the government.

Local & Intermediate Revenues: All revenues from local taxes and other local and intermediate revenues. For specifics, see the definitions for Local Tax and Other Local & Intermediate



GLOSSARY

Revenues. This amount is recorded under Object 57XX.

Local Tax: This is all revenues from local real and personal property taxes, including recaptured funds under Chapter 41, Texas Education Code.

M&O Tax Rate: The tax rate calculated to provide the revenues needed to cover Maintenance & Operations (M&O). M&O includes such things as salaries, utilities, and day-to-day operations.

Modified Opinion: Term used in connection with financial auditing. A modification of the independent auditor's report means there exists one or more specific exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained therein according to generally accepted accounting principles.

No New Revenue Tax Rate: Provides the unit with approximately the same amount of local tax revenue it had the year before on properties taxes in both years. A comparison of the no new revenue tax rate to the taxing unit's proposed tax rate shows if there will be a tax increase.

Nonspendable Fund Balance: The portion of fund balance that is in non-liquid form, including inventories, prepaid items, deferred expenditures, long-term receivables and encumbrances (if significant). Nonspendable fund balance may also be in the form of an endowment fund balance that is required to remain intact.

Object: An object is the highest level of accounting classification used to identify either the transaction posted or the source to which the associated monies are related. Each object is assigned a code that identifies in which of the following eight major object groupings it belongs:

- 1000 Assets
- 2000 Liabilities

- 3000 Fund Balances
- 5000 Revenue
- 6000 Expenditures/Expenses
- 7000 Other Resources/NonOperating Revenue
- 8000 Other Uses/NonOperating Expense

Operating Expenditures: A wide variety of expenditures necessary to a district's operations fall into this category with the largest portion going to payroll and related employee benefits and the purchase of goods and services.

Operating Expenditures/Student: Total Operating Expenditures divided by the total number of enrolled students.

Operating Revenues and Expenses: Term used in connection with the proprietary fund statement of revenues, expenses, and changes in net assets. The term is not defined as such in the authoritative accounting and financial reporting standards, although financial statement preparers are advised to consider the definition of operating activities for cash flows reporting in establishing their own definition.

Other Local & Intermediate Revenues: All local and intermediate revenues NOT from local real and personal property taxes including:

- Revenues Realized as a Result of Services Rendered to Other School Districts
- Tuition and Fees
- Rental payments, interest, Investment income
- Sale of food and revenues from athletic and extra/co-curricular activities
- Revenues from counties, municipalities, utility districts, etc.

Other Operating Costs: Expenditures necessary for the operation of the school district that are NOT covered by Payroll Costs, Professional and Contracted Services, Supplies and Materials, Debt Services, and Capital Outlay fall into this category and include travel, insurance and bonding costs, election costs, and depreciation. This amount is recorded as Expenditure/Expense Object 6400.

Other Resources: This amount is credited to total actual other resources or non-operating revenues received or residual equity transfers in. This amount is recorded under Object 7900.

Payments for Shared Services Arrangements: Payments made either from a member district to a fiscal agent or payments from a fiscal agent to a member district as part of a Shared Services Arrangement (SSA). The most common types of SSAs relate to special education services, adult education services, and activities funded by the Elementary and Secondary Education Act (ESEA). Expenditures associated with this functional area are reported under Function 93.

Payroll: Payroll costs include the gross salaries or wages and benefit costs for services or tasks performed by employees at the general direction of the school district. This amount is recorded as



GLOSSARY

Expenditure/Expense Object 6100. *(NOTE: Payroll amounts do not include salaries for contract workers, e.g., for food service and maintenance. Therefore, this figure will vary significantly between districts and campuses that use contract workers and those that do not.)*

PEIMS: A state-wide data management system for public education information in the State of Texas. One of the basic goals of PEIMS, as adopted by the State Board of Education in 1986, is to improve education practices of local school districts. PEIMS is a major improvement over previous information sources gathered from aggregated data available on paper reports. School districts submit their data via standardized computer files. These are defined in a yearly publication, the PEIMS Data Standards.

Plant Maintenance & Operations: The amount spent on the maintenance and operation of the physical plant and grounds and for warehousing and receiving services. Expenditures associated with this functional area are reported under Function 51.

Property /Refined ADA: The district's Comptroller Certified Property Value divided by its total Refined ADA.

Property/WADA: The district's Comptroller Certified Property Value divided by its total WADA.

Refined ADA: Refined Average Daily Attendance (also called RADA) is based on the number of days of instruction in the school year. The aggregate eligible days attendance is divided by the number of days of instruction to compute the refined average daily attendance.

Restricted Fund Balance: This is the portion of fund balance that has externally enforceable constraints made by outside parties.

Revenues: Any increase in a school district's financial resources from property taxes, foundation fund entitlements, user charges, grants, and other sources. Revenues fall into the three broad sources of revenues: Local & Intermediate; State; and Federal.

Robin Hood Funds: See Wealth Equalization Transfer.

School Year: The twelve months beginning September 1 of one year and ending August 31 of the following year or beginning July 1 and

ending June 30. Districts now have two options.

Special Revenue Fund: A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditures for specified purposes.

State Revenues: Revenues realized from the Texas Education Agency, other state agencies, shared services arrangements, or allocated on the basis of state laws relating to the Foundation School Program Act. This amount is recorded as Revenue Object 5800.

Unassigned Fund Balances: Available expendable financial resources in a governmental fund that are not the object of tentative management plans (i.e., committed or assigned). One primary criterion of rating agencies for school bonds is the relative amount of unassigned fund balance. Bond rating agencies view unassigned fund balances as a reflection of the financial strength of school districts and show concern when district fund balances decrease.

Unmodified Opinion: Term used in connection with financial auditing. An unmodified independent auditor's opinion means there are no stated exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained according to generally accepted accounting principles.

Unrestricted Net Position Balance: The term Net Position refers to the amount of total assets less total liabilities. Unrestricted Net Position balance refers to

the portion of total Net Position that is neither invested in capital assets nor restricted.

Voter Approved Tax Rate: Provides governments other than school districts with approximately the same amount of tax revenue it spent the previous year for day-to-day operations plus an extra 8 percent cushion, and sufficient funds to pay its debts in the coming year. For school districts, the M&O portion of the rollback tax rate allows school districts to add four cents (\$0.04) to the lesser of the prior tax year compressed operating tax rate or the effective M&O rate to generate operating funds. School districts will get to add to the compressed operating rate any additional cents approved by voters at a 2006 or subsequent rollback election, not 8 percent. The rollback rate is the highest rate that the taxing unit may adopt before voters can petition for an election to roll back the adopted rate to the rollback rate. For school districts, no petition is required; it's an



GLOSSARY

automatic election if the adopted rate exceeds the rollback rate.

WADA: A Weighted Average Daily Attendance (WADA) is used to measure the extent students are participating in special programs. The concept of WADA in effect converts all of a school district's students with their different weights to a calculated number of regular students required to raise the same amount of revenue. The greater the number of students eligible for special entitlements, the greater a school district's WADA will be.

Wealth Equalization Transfer: The amount budgeted by districts for the cost of reducing their property wealth to the required equalized wealth level (Function 91). Sometimes referred to as Robin Hood Funds.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

September 2021 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report

RECOMMENDED ACTION

For Information only

RATIONALE

To provide a financial update to the Board and community regarding the financial position of the school district.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-September 2021
2. Balance Sheet-September 2021
3. Tax Statement-September 2021
4. 2018 Capital Projects Report-September 2021

MEETING DATE

October 20, 2021

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

9/30/2021

Current Year

Prior Year

| <i>Revenues</i> | | Current Year | | | | Prior Year | |
|----------------------|--------------------------|-----------------------|---------------------|-----------------------|-------------------|-------------------|-------------------|
| | | Budget | Actual | Balance | Percent of Budget | Cumulative Actual | Percent of Actual |
| 5711 | Current Year Tax Revenue | \$ 134,246,504 | \$ - | \$ 134,246,504 | 0.00% | \$ - | 0.00% |
| 5700 | Other Local Revenues | 2,444,000 | 60,167 | 2,383,833 | 2.46% | 261,692 | 10.11% |
| 5800 | State Program Revenue | 5,789,072 | 1,496,085 | 4,292,987 | 25.84% | 419,266 | 4.75% |
| 5900 | Federal Revenue | 690,000 | - | 690,000 | 0.00% | 7,210 | 1.62% |
| Total Revenue | | \$ 143,169,576 | \$ 1,556,252 | \$ 141,613,324 | 1.09% | \$ 688,168 | 0.49% |

Expenditures

| | | | | | | | |
|---------------------------|------------------------------|-----------------------|---------------------|-----------------------|--------------|---------------------|--------------|
| 11 | Instruction | \$ 58,795,044 | \$ 5,613,226 | \$ 53,181,818 | 9.55% | \$4,426,523 | 8.53% |
| 12 | Instructional Resources | 946,936 | 88,877 | 858,059 | 9.39% | 83,080 | 9.12% |
| 13 | Staff Development | 1,095,204 | 50,671 | 1,044,533 | 4.63% | 143,666 | 18.97% |
| 21 | Instructional Administration | 2,006,072 | 190,071 | 1,816,001 | 9.47% | 145,394 | 9.26% |
| 23 | School Administration | 4,650,202 | 425,973 | 4,224,229 | 9.16% | 368,638 | 8.85% |
| 31 | Guidance & Counseling | 3,932,443 | 436,089 | 3,496,354 | 11.09% | 280,173 | 8.02% |
| 32 | Social Work Services | 140,139 | 14,319 | 125,820 | 10.22% | 16,106 | 11.54% |
| 33 | Health Services | 922,045 | 96,042 | 826,003 | 10.42% | 79,417 | 9.00% |
| 34 | Transportation | 4,654,001 | 435,526 | 4,218,475 | 9.36% | 376,788 | 8.68% |
| 35 | Food Service | 90,000 | 7,500 | 82,500 | 8.33% | 7,500 | 9.09% |
| 36 | Co-Curricular Account | 2,491,177 | 232,204 | 2,258,973 | 9.32% | 155,955 | 7.63% |
| 41 | General Administration | 3,766,012 | 320,132 | 3,445,880 | 8.50% | 323,244 | 9.59% |
| 51 | Plant & Maint. Operation | 10,943,134 | 1,416,115 | 9,527,019 | 12.94% | 1,222,636 | 11.58% |
| 52 | Security | 659,853 | 73,507 | 586,346 | 11.14% | 24,851 | 3.77% |
| 53 | Non-Inst. Data Processing | 2,927,386 | 243,851 | 2,683,535 | 8.33% | 161,700 | 6.40% |
| 61 | Community Services | 421,600 | 18,352 | 403,248 | 4.35% | 16,505 | 6.48% |
| 81 | Facilities/Construction | 30,000 | 2,500 | 27,500 | 8.33% | 2,500 | 9.09% |
| 91 | State Transfers | 45,283,201 | - | 45,283,201 | 0.00% | - | 0.00% |
| 92 | Incremental Cost WADA | 300,000 | - | 300,000 | 0.00% | 65,702 | 25.00% |
| 93 | SPED TRF-Regular Day | 45,000 | - | 45,000 | 0.00% | - | 0.00% |
| 95 | JJAEF Transfer Payments | 15,000 | - | 15,000 | 0.00% | - | 0.00% |
| 99 | Travis County Appraisal | 570,000 | 174,310 | 395,690 | 30.58% | 118,263 | 26.63% |
| Total Expenditures | | \$ 144,684,449 | \$ 9,839,267 | \$ 134,845,182 | 6.80% | \$ 8,018,641 | 5.93% |

Other Resources and (Uses)

| | | | | | | | |
|-----------------------------------|-----------------|-------------|-------------------|-------------|--------------|-------------|--------------|
| 7990 | Other Resources | - | 221,828 | - | 0.00% | - | 0.00% |
| 8990 | Other Uses | - | - | - | 0.00% | - | 0.00% |
| 8911 | Transfers-Out | - | - | - | 0.00% | - | 0.00% |
| Total Resources & Uses | | \$ - | \$ 221,828 | \$ - | 0.00% | \$ - | 0.00% |

Fund Balance

| | | | |
|------|---|----------------------|----------------|
| 1200 | Excess (Deficiency) Of Revenues Over Expenditures | \$ (1,514,873) | \$ (8,504,843) |
| 3000 | Beginning Fund Balance 9/1 | \$ 44,880,503 | |
| 3000 | Ending Fund Balance 8/31 | \$ 43,365,630 | |

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: September 30, 2021

| <i>Assets</i> | General Fund | Special Revenue Funds | Debt Service Fund | Capital Projects Fund | Internal Svc., Trust & Agency Funds | Total Funds |
|---|-----------------------|-----------------------|----------------------|-----------------------|-------------------------------------|-----------------------|
| Current Assets: | | | | | | |
| 1101 Cash | \$ 6,660,635 | \$ 1,563,780 | \$ 821,419 | \$ 13,451,484 | \$ 1,344,427 | \$ 23,841,745 |
| 1103 Temporary Investments | 34,012,966 | | 6,217,777 | 27,383,269 | 113,717 | 67,727,728 |
| Total Cash and Investments | \$ 40,673,601 | \$ 1,563,780 | \$ 7,039,196 | \$ 40,834,753 | \$ 1,458,144 | \$ 91,569,473 |
| Receivables: | | | | | | |
| 1210 Property Taxes-Current | \$ 993,455 | \$ - | \$ 353,570 | \$ - | \$ - | \$ 1,347,025 |
| 1220 Property Taxes-Delinquent | 2,634,132 | - | 937,486 | - | - | 3,571,618 |
| 1230 Allowance-Uncollected Taxes | (1,080,839) | - | (325,251) | - | - | (1,406,090) |
| 1240 Due From Federal Agencies | 759,492 | 68,540 | - | - | - | 828,032 |
| 1250 Sundry Receivables | 661 | 1,008 | - | - | - | 1,670 |
| 1260 Due From Funds | 446,006 | - | - | - | 838,474 | 1,284,480 |
| 1280 Due From Other Funds | 1,315 | - | - | - | 6,860,540 | 6,861,855 |
| 1290 Other Receivables | (6,900) | 3,370 | - | - | - | (3,530) |
| 1300 Inventories, At Cost | 62,621 | 293,160 | - | - | - | 355,781 |
| Total Receivables | \$ 3,809,944 | \$ 366,078 | \$ 965,804 | \$ - | \$ 7,699,014 | \$ 12,840,841 |
| 1400 Other Current Assets | - | - | - | - | - | - |
| Total Assets | \$ 44,483,544 | \$ 1,929,858 | \$ 8,005,000 | \$ 40,834,753 | \$ 9,157,158 | \$ 104,410,314 |
| Resources | | | | | | |
| 5010 Estimated Revenue | \$ 143,169,576 | \$ 13,666,127 | \$ 53,600,000 | \$ 400,000 | \$ 13,097,201 | \$ 223,932,904 |
| 5030 Less: Realized Revenue | 1,556,252 | 481,179 | 17,499 | 3,202 | 230,989 | 2,289,120 |
| 5000 Revenues to be Received | 141,613,324 | 13,184,949 | 53,582,501 | 396,798 | 12,866,212 | 221,643,784 |
| Total Assets & Resources | \$ 186,096,868 | \$ 15,114,807 | \$ 61,587,502 | \$ 41,231,551 | \$ 22,023,370 | \$ 326,054,098 |
| Liabilities | | | | | | |
| Current Liabilities: | | | | | | |
| 2110 Accounts Payable | \$ 272,812 | \$ 93,692 | \$ - | \$ 33,358 | \$ 132,713 | \$ 532,575 |
| 2160 Accrued Wages Payable | 4,682,023 | 489,728 | - | 17,925 | 76,240 | 5,265,916 |
| 2170 Due To Other Funds | 4,421 | (59,412) | - | - | 445,982 | 390,991 |
| 2180 Due To Other Govt's | 88,721 | - | 30,887 | - | - | 119,607 |
| 2190 Due To Student Groups | - | - | - | - | - | - |
| 2150 Payroll Deduct & Withhold | - | - | - | - | 3,623,192 | 3,623,192 |
| Total Current Payables | \$ 5,047,976 | \$ 524,008 | \$ 30,887 | \$ 51,283 | \$ 4,278,127 | \$ 9,932,281 |
| 2210 Accrued Expenses | - | - | - | 318,082 | 711,221 | 1,029,303 |
| 2300 Deferred Revenue | 2,838,079 | 313,784 | 965,804 | - | 830,373 | 4,948,041 |
| 2400 Payable From Restricted Assets | - | - | - | - | - | - |
| Total Liabilities | \$ 7,886,056 | \$ 837,793 | \$ 996,691 | \$ 369,365 | \$ 5,819,721 | \$ 15,909,625 |
| Fund Equity | | | | | | |
| 6010 Appropriations | \$ 144,684,449 | \$ 13,977,990 | \$ 48,490,000 | \$ 40,834,753 | \$ 13,097,201 | \$ 261,084,393 |
| 6050 Less: Expenditures | (9,839,267) | (928,898) | - | (261,775) | (1,203,202) | (12,233,142) |
| 6030 Encumbrances | - | - | - | - | - | - |
| Available Appropriations | \$ 134,845,182 | \$ 13,049,092 | \$ 48,490,000 | \$ 40,572,978 | \$ 11,893,999 | \$ 248,851,251 |
| 4310 Reserve For Encumbrances | - | - | - | - | - | - |
| 3600 Unassigned Fund Balance | 42,905,396 | 1,227,922 | 12,100,811 | 289,208 | 4,309,650 | 60,832,987 |
| 3590 Committed Fund Balance - Accr. Leave | 460,234 | 41 | - | - | - | 460,234 |
| Total Liability & Fund Equity | \$ 186,096,868 | \$ 15,114,807 | \$ 61,587,502 | \$ 41,231,551 | \$ 22,023,370 | \$ 326,054,097 |

SUMMARY OF TAX COLLECTIONS
AS OF SEPTEMBER 2021

| | |
|---|--------------------------|
| 2021-22 Original Tax Levy | \$ 184,645,711.47 |
| Delinquent Taxes as of 8/31/21 | <u>3,571,617.58</u> |
| Total Receivables for 2021-22 | \$ 188,217,329.05 |
| Current Year Adjustments | 0.00 |
| Prior Year Adjustments | <u>(330,510.50)</u> |
| Adjusted Receivables..... | \$ 187,886,818.55 |
| Total Net Collections To Date | <u>67,816.93</u> |
| Outstanding Receivables as of | 9/30/2021 |
| | <u>\$ 187,954,635.48</u> |

| <u>SUMMARY OF BUDGETED COLLECTIONS</u> | <u>BUDGETED</u> | <u>NET COLLECTED</u> | <u>BUDGETED DIFFERENCE</u> | <u>% OF BUDGET COLLECTED</u> |
|--|--------------------------|-----------------------|----------------------------|------------------------------|
| Maintenance - Current Tax | \$ 134,246,504.00 | \$ 0.00 | \$ 134,246,504.00 | 0.00% |
| Maintenance - Prior Year Tax | 450,000.00 | (82,497.36) | 532,497.36 | -18.33% |
| Maintenance - Penalties & Interest | <u>600,000.00</u> | <u>32,513.93</u> | <u>567,486.07</u> | <u>5.42%</u> |
| Sub-total | <u>\$ 135,296,504.00</u> | <u>\$ (49,983.43)</u> | <u>\$ 135,346,487.43</u> | <u>-0.04%</u> |
| Debt Service - Current Tax | \$ 52,800,000.00 | \$ 0.00 | \$ 52,800,000.00 | 0.00% |
| Debt Service - Prior Year Tax | 200,000.00 | (29,328.62) | 229,328.62 | -14.66% |
| Debt Service - Penalties & Interest | <u>200,000.00</u> | <u>11,495.12</u> | <u>188,504.88</u> | <u>5.75%</u> |
| Sub-total | <u>\$ 53,200,000.00</u> | <u>\$ (17,833.50)</u> | <u>\$ 53,217,833.50</u> | <u>-0.03%</u> |
| Total Collections | <u>\$ 188,496,504.00</u> | <u>\$ (67,816.93)</u> | <u>\$ 188,564,320.93</u> | <u>-0.04%</u> |

| <u>Tax Collection Comparison with 2021-22: Adjusted Tax Roll</u> | <u>2021-22</u> | <u>2020-21</u> |
|--|----------------|----------------|
| Percent of Current Year Taxes Collected | 0.00% | 0.00% |
| Percent of Total Taxes Collected | -0.06% | 0.09% |
| Percent of Total Taxes and P & I Collected | -0.04% | 0.12% |

| <u>Tax Collection Comparison with 2021-22: Original Tax Roll</u> | <u>2021-22</u> | <u>2020-21</u> |
|--|----------------|----------------|
| Percent of Current Year Taxes Collected | 0.00% | 0.00% |
| Percent of Total Taxes Collected | -0.06% | 0.09% |
| Percent of Total Taxes and P & I Collected | -0.04% | 0.11% |

Lake Travis ISD
2018 Bond Program Summary
September 30, 2021

| Resources | Original Budget | Amended Budget | Total Resources | Balance |
|--|------------------------|-----------------------|------------------------|------------------|
| 1 Bond Proceeds | 253,000,000.00 | 236,305,111.00 | 236,305,111.42 | (0.42) |
| 2 Interest Revenue | 0.00 | 5,063,711.00 | 5,036,706.42 | 27,004.58 |
| 3 Interest Subject to Arbitrage Rebate | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 Bond Premiums | 0.00 | 18,631,178.00 | 18,631,178.35 | (0.35) |
| Total Resources | 253,000,000.00 | 260,000,000.00 | 259,972,996.19 | 27,003.81 |

| Appropriations | Original Budget | Amended Budget | Total Expended | Balance to Complete |
|-------------------------------------|------------------------|-----------------------|-----------------------|----------------------------|
| 10 Elementary School #7 | 31,511,000.00 | 34,196,881.00 | 34,576,720.32 | (379,839.32) |
| 20 Elementary School #8 | 3,979,000.00 | 3,979,000.00 | 172,435.79 | 3,806,564.21 |
| 30 Secondary School #2 | 13,802,000.00 | 9,053,407.00 | 6,049,422.33 | 3,003,984.67 |
| 40 Middle School #3 | 75,980,710.00 | 79,786,275.00 | 77,262,515.41 | 2,523,759.59 |
| 50 FCA Projects | 36,610,132.00 | 59,030,393.00 | 48,055,327.61 | 10,975,065.39 |
| 60/70 Small Renovation Improvements | 16,927,133.00 | 14,015,202.00 | 11,329,523.06 | 2,685,678.94 |
| Construction/Renovation | 178,809,975.00 | 200,061,158.00 | 177,445,944.52 | 22,615,213.48 |

| | | | | |
|--|---------------|---------------|---------------|--------------|
| 81 Instructional Materials & Equipment | 5,707,000.00 | 5,639,300.00 | 3,128,280.93 | 2,511,019.07 |
| 82 Technology | 29,901,700.00 | 25,937,510.00 | 23,288,425.83 | 2,649,084.17 |
| 83 Copy Machines | 750,000.00 | 750,000.00 | 447,891.55 | 302,108.45 |
| 84 Maintenance | 600,000.00 | 1,060,000.00 | 746,555.80 | 313,444.20 |
| 85 Food & Nutrition Services | 3,950,789.00 | 1,973,811.00 | 1,509,420.46 | 464,390.54 |
| 86 Transportation | 13,300,000.00 | 10,983,059.00 | 7,564,036.51 | 3,419,022.49 |
| 87 District Furniture & Equipment | 6,000,000.00 | 6,000,000.00 | 4,775,747.71 | 1,224,252.29 |
| 88 Police | 0.00 | 400,000.00 | 355,084.24 | 44,915.76 |
| 90 Land | 1,270,000.00 | 1,270,000.00 | 561,719.00 | 708,281.00 |
| 91 Bond Closing | 2,000,000.00 | 1,918,024.00 | 1,918,023.77 | 0.23 |
| 94 Contingency | 7,510,536.00 | 7,142.00 | 0.00 | 7,142.00 |
| 95 Program Administration | 3,200,000.00 | 3,199,996.00 | 1,892,938.69 | 1,307,057.31 |
| 97 LTMS Wastewater Expansion | 0.00 | 800,000.00 | 43,452.95 | 756,547.05 |

| | | | | |
|-----------------------|----------------------|----------------------|----------------------|----------------------|
| Other Programs | 74,190,025.00 | 59,938,842.00 | 46,231,577.44 | 13,707,264.56 |
|-----------------------|----------------------|----------------------|----------------------|----------------------|

| | | | | |
|--------------------------------|-----------------------|-----------------------|-----------------------|----------------------|
| Total 2018 Bond Program | 253,000,000.00 | 260,000,000.00 | 223,677,521.96 | 36,322,478.04 |
|--------------------------------|-----------------------|-----------------------|-----------------------|----------------------|



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposal (RFP) – Landscaping and Mowing Services

RECOMMENDED ACTION

For information only.

RATIONALE

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;
3. A request for proposals;
4. An interlocal contract.

Lake Travis ISD currently has 5 grounds/landscaping staff positions unfilled out of 13 total. Due to the growth of our district and acreage of our footprint to be maintained, we are struggling to keep our grounds at the level of expectations we require with a limited amount of staff available.

BUDGET PROVISIONS

2021-2022 General Operating

RESOURCE PERSONNEL

Brad Bailey – Assistant Superintendent for Operations/Title IX Coordinator

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Technology Audit and Program Review Pricing Adjustment

RECOMMENDED ACTION

For information only.

RATIONALE

Added “Peer District Technology Staffing and Budget comparison”, optional service line item for \$8900 which was not included in the base services pricing proposal amount which was approved by the board.

Per the 2022 Bond Program Planning Schedule, Lake Travis Independent School District is seeking professional services for a comprehensive technology assessment to identify following: the current state of technology; capital replacement needs/costs; alignment with best practices; program deficiencies; needs assessment; analysis of current technology initiatives; review age of technologies for obsolescence schedule; and a list of short term and long term recommendations for capital expenditures, implementation action plans, budgetary costs, and funding sources. The results of this assessment will be used for various purposes including, but not limited to, budgetary projections for a future bond election, equipment replacement, and organizational staffing.

In June 2021, the board approved the execution of a contract with True North Consulting Group for a comprehensive technology audit and program review for the total contract amount of \$48,025.00 for base services. The base service price presented did not include the “Peer District Technology Staffing and Budget comparison” option for \$8900, which was an item presented that we wish to include in our audit. After adding the additional line item option, the new total contract amount is \$56,925.00

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Competitive Sealed Proposal (CSP) – Vail Divide Southern Extension Project

RECOMMENDED ACTION

**For Presentation/Discussion only.
Consideration will be requested at the December 15, 2021 meeting.**

RATIONALE

Per Board Policy CV (Local), the project delivery method to be used for each construction contract valued at or above \$100,000, shall be the competitive sealed proposal, as determined and approved by the Board as the best value. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

The administration is currently working to procure the services of the general contractor for the Vail Divide Southern Extension Project. The competitive sealed proposal timeline is based on the following events and dates:

| | |
|-------------------------------|---|
| October 1 and October 8, 2021 | Publish Legal Bid Notice in Newspaper |
| October 19 | Pre-Bid Conference |
| November 30 | Bids Due by 2pm CST |
| December 1 – 7 | Bid Evaluation |
| December 15 | LTISD Board Meeting – Consideration Item to Award Bid |
| January 3, 2022 | Contractor to mobilize at Vail Divide Site |

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

- Pam Sanchez – Assistant Superintendent of Business Services
- Cristy Soares – Director of Purchasing
- Robert Winovitch – Director of Facilities & Construction
- Amber King – General Counsel

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Selection of Haddon + Cowan Architects for the CMR-12 Serene Hills Elementary Renovation Project for the Summer of 2022

RECOMMENDED ACTION

For discussion only. Action will be requested at the November 17, 2021 meeting.

RATIONALE

It is the policy of the District that the selection of firms to provide professional services in connection with the District's construction and major maintenance projects be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price. As such, this summer's bond projects have been evaluated and partnered with an approved Architect/Engineering firms (Architect/Engineering pool awarded at the February 2018 Board meeting).

Haddon + Cowan Architects have been selected for the design of Serene Hills Elementary School Renovation Project for the Summer of 2022. The delivery method will be Construction Manager at Risk (CMR-12). The administration will be seeking approval to negotiate and execute a contract with Haddon + Cowan at the next board meeting.

As a reminder, the architects for the other Summer 2022 projects were previously approved by the Board in June 2020 as follows:

- Future Elementary School – Pfluger Architects
- High School Campus (Phase 2) – Pfluger Architects
- Marquee Signs at BCMS, RHES, and LWE – Fields Architects

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Cristy Soares – Director of Purchasing
Robert Winovitch – Director of Facilities & Construction
Amber King – General Counsel

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Selection of American Constructors as Contractor for JOC #9 – District Fire Alarm Upgrades Project for the Summer of 2022

RECOMMENDED ACTION

For discussion only. Action will be requested at the November 17, 2021 meeting.

RATIONALE

In August 2021, the Board approved the delivery method for the District Fire Alarm Upgrade Project to be done through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for this project. It is expected that the contract with American Constructors for this project will exceed \$100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above \$100,000. The administration will be seeking approval to negotiate and execute a contract with American Constructors at the next board meeting.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Cristy Soares – Director of Purchasing
Robert Winovitch – Director of Facilities & Construction
Amber King – General Counsel

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution to Approve Region 10 ESC Purchasing Cooperative

RECOMMENDED ACTION

For Presentation/Discussion only.

Consideration will be requested at the November 17, 2021 meeting.

RATIONALE

Board Policy CH (Local) and CH (Legal) allows the district to purchase through a cooperative purchasing program. A “purchasing cooperative” means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors. By participating in this purchasing cooperative, the district is able to take advantage of “economies of scale.” In addition to saving the district time and money, purchasing cooperatives can also help a district to identify quality vendors with proven track records.

Lake Travis Independent School District administration recommends the approval of the resolution to participate in the Region 10 ESC purchasing cooperative with Equalis Group. In joining this cooperative, the District gains access to more qualified, bid approved vendors. There are no fees associated with this purchasing cooperative.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

ATTACHMENTS

Resolution to participate in the Region 10 ESC Purchasing Cooperative with Equalis Group

MEETING DATE

October 20, 2021



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

| Agency Information | | | |
|--------------------|--|--|--|
| Agency Name: | | | |
| Agency Type: | | | |
| Agency Department: | | | |
| Street Address: | | | |
| City / St / Zip: | | | |
| Phone #: | | | |
| Federal Tax ID: | | | |
| Website URL: | | | |

| Primary Contact Information | |
|---|--|
| Name: | |
| Title: | |
| Phone #: | |
| Email: | |
| Which contract(s) are you interested in?: | |

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

| Authorized Signator | |
|---------------------|--|
| Name: | |
| Title: | |
| Date: | |

Signed: _____



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution of the Board Regarding Local Remote Learning Program

RECOMMENDED ACTION

For discussion only. Action will be requested at the November 17, 2021 meeting.

RATIONALE

Texas Education Code 29.9091 allows the district to operate a local remote learning program in accordance with statutory requirements.

Pursuant to TEC 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction. Proposed amendments to the Student Attendance Accounting Handbook provide that a board-approved local policy determines which instructional methods and attendance-taking methods a district will use. Due to the schedule of synchronous and asynchronous instruction for LTISD's temporary virtual school, the official attendance taking times (OAT) for virtual learners are different from the OAT for in-person learners.

Pursuant to TEC 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent, Curriculum & Instruction
Dr. Lyndsa Benton - Director of Elementary Curriculum & Instruction

ATTACHMENTS

Resolution of the Board Regarding Local Remote Learning Program

MEETING DATE

October 20, 2021

Resolution of the Board Regarding Local Remote Learning Program

WHEREAS, pursuant to Education Code 29.9091, a district may operate a local remote learning program in accordance with the statutory requirements;

WHEREAS, pursuant to Education Code 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction, and proposed amendments to the *Student Attendance Accounting Handbook* provide that a board-approved local policy determines which instructional methods and attendance-taking methods the district will use; and

WHEREAS, pursuant to Education Code 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program provided under Education Code 29.9091.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Lake Travis Independent School District through this resolution, which has the effect of board-adopted policy, approves the following provisions:

- The Board authorizes the District to operate a local remote learning program as permitted by law and employ the following instructional and attendance-taking methods in providing its remote learning program:
 - A combination of remote synchronous and asynchronous instruction, with daily attendance for synchronous instruction taken at the following times per grade level:

| | |
|--------------|---------|
| Kindergarten | 8:00am |
| 1st grade | 8:00am |
| 2nd grade | 8:00am |
| 3rd grade | 9:00am |
| 4th grade | 8:00am |
| 5th grade | 8:00am |
| 6th grade | 10:00am |

and attendance for asynchronous instruction determined through a daily attendance measure as described in the District's asynchronous instructional plan.

- An eligible student participating in the District's local remote learning program is exempt from the requirements of Education Code 25.092 regarding minimum attendance for award or credit or a final grade and the application of policy FEC(LOCAL) for the following courses offered in the remote learning program:

Art 6 and Physical Education 6

The authority granted by this resolution shall apply for the 2021–22 school year, unless the Board takes further action.

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board of Trustees.

John Aouelle, Board President

Lauren White, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (Local) - Online Tutoring Contracted Services

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases that cost \$100,000 or more, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law.
2. A purchase made through a cooperative purchasing program, in accordance with law.
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. A purchase for produce or fuel.

Lake Travis ISD has the following budgeted purchase that requires Board notification:

It is anticipated costs will likely exceed the \$100,000 threshold for the 2021-2022 school year for online tutoring services provided by HeyTutor LLC through a contracted services agreement. HeyTutor LLC is a Vetted Texas Tutor Corps through Texas Education Agency to provide accelerated instruction as required by House Bill 4545.

BUDGET PROVISIONS

ESSER III Federal Funds

RESOURCE PERSONNEL

Stefani Allen – Assistant Superintendent of Curriculum and Instruction

Pam Sanchez – Assistant Superintendent of Business Services

ATTACHMENTS

None

MEETING DATE

October 20, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Presentation and Discussion on Development of District Alumni Program

RECOMMENDED ACTION

For discussion only.

RATIONALE

Lake Travis ISD recognizes the importance of having an alumni program to build lasting relationships with its students, staff and community. Together with the Lake Travis Education Foundation, LTISD is eager to begin alumni engagement relations. To do so, LTISD and LTEF seek the help of Alumni Nations, a company that partners with K-12 schools and foundations to collect alumni data and support marketing and communication strategies through its engagement and software services. Working collaboratively, LTISD and LTEF will:

- Connect - build database and support;
- Communicate - share news and events with members;
- Contribute - provide scholarship(s) to graduating LTISD seniors and long-term philanthropy to sustain network; and
- Celebrate - recognize and support alumni through various resources, programs, events and awards.

This shared investment will provide short- and long-term value as measured by alumni engagement and overall support.

BUDGET PROVISIONS

Estimated program cost is \$11,050 annually of which LTISD will be responsible for 50% of the first year only.

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee & Community Relations
Marco Alvarado – Executive Director of Communications & Community Relations
Katie Kauffman – Executive Director of the Lake Travis Education Foundation

ATTACHMENTS

Slide Deck Presentation

MEETING DATE

October 20, 2021



Lake Travis Alumni Program

Program Overview

Partnership between LTISD and LTEF:

Mission: to develop a sustainable alumni and friends program for students, staff and community; to engage, support and celebrate tradition of Lake Travis ISD

Program Goals

- **CONNECT:** build database and support (“friend raising”)
- **COMMUNICATE:** share news and events with members
- **CONTRIBUTE:** provide scholarship(s) to graduating LTISD seniors and long-term philanthropy to sustain network
- **CELEBRATE:** recognize and support alumni through various resources, programs, events and awards

Areas of Responsibility

LTISD:

- Develop database of LT graduates and supporters
- Provide daily operational support
- Lead communication and marketing efforts
- Drive alumni initiatives and programs

LTEF:

- Engage alumni in supporting LTISD through LTEF
- Provide overall financial management for the program
- Steward alumni to invest in current and future philanthropic opportunities benefitting LTISD through LTEF

Program Timeline

- September 2021
 - Finalize Memorandum of Understanding between LTISD and LTEF
 - Finalize agreement with Alumni Nations (LTEF)
- October 2021 - February 2022
 - Present to LTISD school board at October meeting; seek approval in November
 - Finalize branding, communication plan, rollout strategy
- Proposed launch: Spring 2022



Questions?



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Memorandum of Understanding Between the Lake Travis ISD and the Board of Directors of Lake Travis Education Foundation Regarding the LT Alumni & Friends Program

RECOMMENDED ACTION

For discussion only. Action will be requested at the November 17, 2021 meeting.

RATIONALE

Lake Travis ISD recognizes the importance of having an alumni program to build lasting relationships with its students, staff and community. Together with the Lake Travis Education Foundation, LTISD is eager to begin alumni engagement relations. LTISD recognizes that developing and maintaining a strong Alumni Program will help to support the District's educational programs and activities; support the Board's goals; serve the best interests of the District; serve a public purpose; and result in continued benefits to the District. As a step in this process, LTISD and LTEF seek to enter into an agreement that establishes their respective responsibilities and expectations for launching and supporting the LT Alumni & Friends Program.

BUDGET PROVISIONS

Estimated program cost is \$11,050 annually of which LTISD will be responsible for 50% of the first year only.

RESOURCE PERSONNEL

Amber King – General Counsel

Katie Kauffman – Executive Director of the Lake Travis Education Foundation

ATTACHMENTS

Draft Memorandum of Understanding

MEETING DATE

October 20, 2021

MEMORANDUM OF UNDERSTANDING
Between the
Lake Travis Independent School District
and the
Board of Directors of the Lake Travis Education Foundation
Regarding the LT Alumni & Friends Program

This Memorandum of Understanding is between the Board of Trustees (the “LTISD Board”) of the Lake Travis Independent School District (“LTISD” or the “District”) and the Board of Directors (“Foundation Board”) of the Lake Travis Education Foundation (“LTEF” or the “Foundation”).

WHEREAS, the District is a political subdivision of the State of Texas and an independent public school system located in Travis County, Texas; and

WHEREAS, the Foundation is a Texas nonprofit corporation recognized under section 501(c)(3) of the Internal Revenue Code as exempt from federal income taxes; and

WHEREAS, the Foundation is organized and operated exclusively for charitable purposes to benefit the District; and

WHEREAS, on May 22, 2013, the parties entered into a Memorandum of Understanding (MOU) to memorialize the nature of the parties’ relationship and mutually acknowledge the respective obligations and rights of the parties in the future;

WHEREAS, the parties now seek to collaboratively launch and support the LT Alumni & Friends Program (the “Program”) for students and staff to engage, embrace, and continue the tradition of the District;

WHEREAS, the parties desire to enter into this MOU to establish their respective responsibilities and expectations for launching and supporting the LT Alumni & Friends Program;

THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the District and the Foundation agree as follows:

A. **Public Purposes:** The LTISD Board recognizes that developing and maintaining a strong Program will help to support the District’s educational programs and activities; support the Board’s goals; serve the best interests of the District; serve a public purpose; and result in continued benefits to the District. The Board additionally recognizes the following educational public purposes for the District’s support of the Program:

1. The District has received benefits from its partnership with and investment in the Foundation through the Foundation’s numerous grants and donations that benefit the District’s students, staff, and instructional programs and expects to continue to receive benefits from the Foundation in the future.
2. Continuing the momentum that has been achieved in maximizing alternative revenue sources through the Foundation requires a continued commitment from the District.

3. Connecting with District alumni and friends helps to increase community involvement in raising money for educational programs and results in constituents' tangible and intangible investment in the school district and further creates a legitimate expectation from the community that the District will continue to devote resources to support the Foundation.
4. Community support for the District is facilitated and enhanced by a robust alumni program. Utilizing District resources and/or personnel to assist with the launch and support of the program serves a recognized public purpose.
5. The Foundation will provide revenues it obtains to the District for the betterment of the District's educational programs and the tangible and intangible benefits that the Foundation returns to the District will exceed the financial support that the District provides to the Foundation.

B. **Term:** This Memorandum of Understanding shall be effective as of the last date executed below and, except as otherwise provided herein, shall continue until either party provides written notice to the other of its intention to withdraw. Such withdrawal shall be effective 60 days after receipt of the written notice.

- C. **The Program:** The primary components of the Program are as follows:
1. Build an online database and platform to help connect with District alumni and friends;
 2. Communicate with Program members about District events and activities;
 3. Provide scholarship(s) to graduating District seniors and long-term philanthropy to further the District's mission and tradition of excellence; and
 4. Recognize and support alumni through recognition, awards, events, resources for reunions, and tours.

D. **Responsibilities:** It is vital that the District and Foundation communicate clearly, accurately, and efficiently about their activities, both with each other and with the community.

The Foundation's responsibilities and duties related to the Program include:

1. Contract with Alumni platform (i.e. Alumni Nations) for the establishment, launch and ongoing support of the Program;
2. For the first year of the Program, pay 50% of the cost of the Program; for all years after that, pay 100% of the cost of the Program;
3. Manage day-to-day Finances and provide regular fiscal reporting to the District;
4. Develop and Build Founder's Circle Program and Alumni Partnership Opportunities;
5. Coordinate with the District on special events and programming;
6. Facilitate Alumni scholarship program; and
7. Coordinate with the identified District representative on all decisions, communications, products, etc. related to the Program. In the event of a dispute, all final decisions are made by the District.

The District's responsibilities and duties related to the Program include:

1. For the first year of the Program, pay 50% of the cost of the Program;
2. Manage shared financial oversight and regular fiscal reporting;

3. Provide and manage personnel for day-to-day operations including data acquisition and records management, communications, marketing, and special events planning and programming; and
4. Coordinate with the identified Foundation representative on all decisions, communications, products, etc. related to the Program. In the event of a dispute, all final decisions are made by the District.

E. **Trademark License:** The District is the sole and exclusive owner of the “LT” trademark. The District hereby grants to the Foundation a non-exclusive, royalty-free license to use the LT trademark or its derivatives on products, materials, papers, websites, etc. for the sole purpose of carrying out the terms of this Agreement. The Foundation may not grant a sublicense to any third party without the prior written consent of the District.

F. **Use of Data and Shared Information:** For purposes of this Agreement, the Foundation performs an institutional service or function for which the District would otherwise use employees and is under the direct control of the District with respect to the use and maintenance of the education records. The Foundation, therefore, is considered a “school official” under the Family Educational Rights and Privacy Act (FERPA), 34 C.F.R. §99.31(a)(1)(B), and may access student education records accordingly. The Foundation may access only those records in which it has a legitimate educational interest. The Foundation may only use the education records for purposes of carrying out this Agreement and may not use the data for any other unrelated purpose. The Foundation is subject to the requirements of 34 C.F.R. §99.33 governing the use and redisclosure of personally identifiable information from education records.

In accordance with 34 C.F.R. §99.33(b), the Foundation may make further disclosures of education records to Alumni Nations, a contractor performing an institutional service or function for which the District would otherwise use employees and is under the direct control of the District with respect to the use and maintenance of the education records. The Foundation must ensure that access by Alumni Nations is only for the purpose of carrying out this Agreement and only to those records in which it has a legitimate educational interest. Alumni Nations is subject to the requirements of 34 C.F.R. §99.33 governing the use and redisclosure of personally identifiable information from education records.

| | |
|--|---|
| <p>Lake Travis ISD Board of Trustees</p> <p>By: _____ John Aouelle, President</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Lauren White, Secretary</p> | <p>Lake Travis Education Foundation Board of Trustees</p> <p>By: _____ President</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Secretary</p> |
|--|---|



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Renewal of Grazing License between Lake Travis ISD and Jeanene Williams on Approximately 45 acres of Land off Highway 71

RECOMMENDED ACTION

For discussion only. Action will be requested at the November 17, 2021 meeting.

RATIONALE

The District currently has in place a grazing license with Jeanene Williams on approximately 45 acres of land which is a part of a larger 89-acre tract of real property off of State Highway 71 owned by the District (further depicted and described in Exhibit B to the Renewal Grazing License). The District has had a license agreement with Ms. Williams for the past three years. Ms. Williams has expressed an interest in renewing the license for another one-year term. The Administration recommends renewing a one-year, non-exclusive grazing license with Ms. Williams. The License permits Ms. Williams to use the 45 acres of land for the sole purpose of pasturing and grazing livestock and operating vehicles on the property for purposes directly related to the pasturing and grazing of the livestock. As consideration to LTISD, Ms. Williams is required to keep and maintain the property and appurtenances thereto in good sanitary condition and repair during the term of the License. The Administration believes that permitting Ms. Williams to have limited use of the property before and until the property is necessary for LTISD's use constitutes a benefit to both LTISD and Ms. Williams.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

ATTACHMENTS

Renewal Grazing License 2021
Exhibits A and B

MEETING DATE

October 20, 2021

RENEWAL GRAZING LICENSE

THIS RENEWAL GRAZING LICENSE (“License”) is dated effective as of the Effective Date below, by and between **LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**, a public school and political subdivision of the State of Texas (“LTISD”), and **JEANENE C. WILLIAMS**, an individual (“Williams”). LTISD intends to lease 2 fenced pastures for grazing to Williams in return for a fee and the promise to upkeep and repair the larger 89-acre tract which contains the pastures.

1. Premises. LTISD hereby grants Williams a non-exclusive license, subject to all easements now existing or which LTISD may grant in the future, to two fenced pastures depicted by dotted lines in Exhibit A (collectively referred to as the “Property”) on a certain approximately 89 acre tract of real property known as the Hinton Tract, located on Hwy 71 W at Bee Creek in Travis County, Texas and further described and/or depicted in Exhibit B (all 89 acres inclusive of the Property collectively referred to as the “Hinton Tract”) attached hereto and made a part hereof, on the terms and conditions set forth below.

2. Term. The Term of this License (the “Term”) shall commence on the Effective Date and shall end one (1) calendar year after the Effective Date (the “Expiration Date”); provided, however, that Williams may vacate the Hinton Tract and terminate this License prior to the Expiration Date by delivering not less than thirty (30) days prior written notice of such termination to LTISD. LTISD may terminate this License without cause by providing Williams no less than thirty (30) days prior written notice prior to the date that Williams must vacate the Hinton Tract. LTISD may terminate this License immediately for good cause, as determined by LTISD. Good cause specifically includes, but is not limited to, a danger to students, staff, or the general public, failure to maintain the Hinton Tract, breach of this License, or a likelihood of liability of any kind.

3. Permitted Use. Williams may use the Property for the purpose of pasturing and grazing livestock. Williams may operate vehicles on the Hinton Tract for purposes directly related to the pasturing and grazing of the livestock on the Property. Williams agrees to use the highest standards of animal husbandry in grazing the Property. Notwithstanding the foregoing, Williams’s use shall not interfere with LTISD’s use of the Hinton Tract. LTISD makes no guarantee as to the volume, condition or quality of the standing forage. Williams shall keep all livestock and animals within securely fenced portions of the Property only.

4. Non-Permitted Uses. Williams shall not use the Hinton Tract for any purpose other than identified in paragraph 3 above. Specifically, but without limiting the non-permitted uses, Williams shall not operate vehicles on the Hinton Tract for recreational or any other purposes not directly related to the pasturing and grazing of the livestock. Williams shall not create or allow a nuisance or permit any waste of the Hinton Tract. Williams shall not use or store, and shall not permit the use or storage of, any hazardous materials, trash, or litter on the Hinton Tract. Williams shall not hunt or fish on the Hinton Tract or allow any other person to do so. This Agreement does not grant Williams access to or use of any LTISD facility or building whether on the Hinton Tract or not, nor any property other than the identified Hinton Tract. Williams agrees not to change the locks or otherwise prevent LTISD from entering the Hinton Tract or the Property.

5. Rent. Except as provided in paragraph 18 below, Williams acknowledges, accepts and agrees that this License is without payment of rent to LTISD. As consideration to LTISD, Williams as a condition precedent and subsequent to this License, shall keep and maintain the Property and appurtenances thereto in good sanitary condition and repair during the term of this License. LTISD has determined that permitting Williams to have limited use of the Property before and until the Property is necessary for LTISD’s use constitutes a benefit to both LTISD and Williams.

6. Insurance. Williams shall maintain liability insurance with a combined single limit coverage of at least \$1,000,000.00 during the Term and any period of Holdover (as hereinafter defined) naming LTISD as an

additional insured. Such policy shall be issued by an insurer reasonably acceptable to LTISD. Williams shall deliver to LTISD an original certificate of liability insurance issued by the insurer, or a copy of Williams's policy, evidencing the required coverage. Any and all insurance policies required of Williams under this License shall contain a waiver of subrogation of any right against LTISD, or any insurance policy owned or held by LTISD. **WILLIAM'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 12 BELOW ARE NOT LIMITED BY THE AMOUNT OF INSURANCE REQUIRED UNDER THIS SECTION.**

7. Utilities. Williams shall be responsible for providing any utility service to the Hinton Tract and shall pay all charges for utility services to the Hinton Tract during the Term and any period of Holdover.

8. Maintenance / Alterations by Williams. Williams shall at all times during the Term of this License keep and maintain, or cause to be kept and maintained, any part of the Hinton Tract used by Williams and all LTISD improvements which may be erected thereon in good state or appearance and repair, reasonable wear and tear excepted, at Williams's own expense. Any physical additions or improvements by Williams to the Hinton Tract may only be made after prior written approval from LTISD. LTISD may require that Williams, at termination of the License and at Williams's own expense, remove any physical additions or improvements, repair any alterations and restore the Hinton Tract to the condition existing at the Effective Date, reasonable wear and tear excepted. Notwithstanding the foregoing, Williams may remove, at Williams's sole cost and expense, any of Williams's personal property and fixtures, or other improvements situated on the Hinton Tract at any time prior to the Expiration Date or earlier termination of the Term; provided, however, the removal of any such items may not result in an attractive nuisance or any other unsafe condition on the Hinton Tract. LTISD shall not be obligated to maintain or repair any portion of the Hinton Tract, and shall have no obligation to repair or restore the Hinton Tract in the event of a casualty or condemnation.

9. Fences and Gates. Williams agrees to reasonably inspect perimeter fences and notify LTISD if repairs are necessary. Williams accepts fences "As is, Where is" and will make repairs accordingly. Williams further agrees to install any necessary temporary fencing to ensure the livestock are properly contained within the Property. Williams agrees to bear the cost of installation for any temporary fencing required. Williams agrees that if any repairs to fences on the Hinton Tract are necessary during the Term, Williams shall provide the materials and labor to complete the repairs and bear the cost. Williams further agrees to keep any gates located on the Hinton Tract closed at all times.

10. LTISD's Access to Hinton Tract. LTISD shall at all times have access to the Property and the Hinton Tract, and shall have the right, at LTISD's sole cost and expense, to construct, install, remove, repair, or alter any site work or utility improvements on or under the Hinton Tract. In addition, LTISD shall at all times have unrestricted access over and across the Hinton Tract to and from any public or private roads.

11. Surrender of Hinton Tract. On the Expiration Date or upon LTISD's or Williams's earlier termination of this License as permitted in paragraph 2, Williams shall peaceably surrender the Hinton Tract in a clean, safe condition to LTISD.

12. Indemnity. WILLIAMS HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS LTISD, ITS OFFICER, TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "THE LTISD PARTIES") FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF WILLIAM'S OCCUPANCY OR USE OF THE HINTON TRACT, INCLUDING CLAIMS OF PERSONAL INJURY, DAMAGE TO THE HINTON TRACT, AND VIOLATION OF LAWS, AND

WILLIAMS SHALL BEAR ALL COSTS IN CONNECTION WITH SUCH CLAIMS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF WILLIAMS'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE LTISD PARTIES BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LTISD PARTIES.**

13. Release of Claims. WILLIAMS RELEASES THE LTISD PARTIES FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO WILLIAMS OR WILLIAM'S AGENTS OR WILLIAM'S PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE LTISD PARTIES BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LTISD PARTIES.**

14. Survival of Indemnity and Release of Claims. Williams's Indemnification, as set forth in paragraph 12 above, and Williams's Release of Claims, as set forth in paragraph 13 above, shall survive the expiration or earlier termination of this License.

15. Williams Default. If Williams shall fail to comply with any obligation, covenant or provision set forth in this License, then LTISD may enforce the performance of this License in any manner provided by law. In addition, this License may be terminated immediately at LTISD's discretion. Following termination for any reason, LTISD or its agents shall have the right, without further notice or demand, to enter the Hinton Tract and remove and store all of Williams's property without waiving any other remedies or breach of covenant. LTISD may dispose of the stored property if Williams does not claim the same in writing within ten (10) days after the date the property is stored. Williams will be responsible for all costs and expenses related to the removal and storage of Williams's personal property.

16. LTISD Default. A default by LTISD is the failure to comply with any provision of this lease that is not cured within thirty (30) days after Williams notifies LTISD of such default.

17. Condemnation/Substantial or Partial Taking. If the Property or the Hinton Tract cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate. Williams will have no claim to the condemnation award or proceeds in lieu of condemnation.

18. Holdover. If Williams fails to vacate the Hinton Tract on or before the Expiration Date ("Holdover"), then Williams shall pay to LTISD 100.00 per day as rent until Williams vacates the Hinton Tract. Notwithstanding the foregoing, nothing contained in this License shall be deemed a consent by LTISD to any Holdover, and any such Holdover shall be deemed a tenancy at sufferance, and LTISD shall have all rights and remedies at law or in equity with respect thereto.

19. Relationship of Parties. This License provides Williams only with the right and privilege to use the Property or the Hinton Tract in the manner set forth in this License. Nothing herein is intended to grant Williams the exclusive right to occupy or use the Property or the Hinton Tract nor to grant to Williams a leasehold or tenancy interest in the Property or the Hinton Tract. Nothing contained in this License shall be construed as constituting a joint venture or partnership between Williams and LTISD or as creating the relationship of principal and agent. Nothing contained herein shall be construed as permitting Williams to bind LTISD or serve as agent of LTISD with regard to the Property or the Hinton Tract, or any subject matter

contained in this License. Nothing contained herein shall be deemed to create or interpreted as creating a right in any third party.

20. Assignments / Sublicense Prohibited. Williams shall not assign this License or sublicense any portion of the Property or the Hinton Tract to a third party, without prior written approval of LTISD. This License shall not be assumed by any provision allowed by law, including without limitation, testate and intestate succession.

21. Liens. Williams shall not allow a lien to be placed on the Hinton Tract.

22. Taxes. To the extent applicable, Williams shall pay all taxes on Williams's personal property located on the Hinton Tract.

23. Compliance with Laws. Williams shall comply with all federal, state, or local laws, regulations, ordinances, etc. relating to Williams's use, maintenance of condition, and occupancy of the Hinton Tract.

24. Alternative Dispute Resolution. Williams and LTISD agree to mediate in good faith before filing a lawsuit or administrative complaint.

25. Notices. All notices or requests required to be given hereunder and all other communications related to this License shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed, first class, by certified mail, return receipt requested as follows:

| | |
|-------------|--|
| If to LTISD | Amber King (or Successor) General Counsel 3322 Ranch Rd. 620 S. Austin, Texas 78738 |
|-------------|--|

| | |
|----------------|--|
| If to Williams | Jeanene C. Williams 1139 Challenger Austin, TX 78734 |
|----------------|--|

Either party may change such address or change the designation or title of the individuals by written notice issued and delivered as above.

26. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

27. Applicable Law and Venue. This License shall be construed under and in accordance with the laws of the State of Texas. In the event of any dispute that arises pursuant to or in connection with this License, exclusive venue for the adjudication of such dispute shall lie in a state or federal court in Travis County, Texas.

28. Entire Agreement. This License constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and there are no covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this License other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion, renewal, extension, or addition to this License shall be binding on the parties hereto unless it is in writing and signed by both parties.

29. Attorney's Fees. In the event any party to this License should bring suit against the other party in respect to any matters provided for herein, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court in connection with such suit.

30. Counterparts. This License may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Email or facsimile signatures of the parties shall be effective on all counterparts of this License.

31. Governmental Immunity. This License is expressly made subject to LTISD's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this License is in any way intended to constitute a waiver of any immunities from suit or from liability that LTISD has by operation of law.

32. "AS-IS". WILLIAMS ACKNOWLEDGES THAT 1) UPON OCCUPANCY OF THE PROPERTY IT HAS INSPECTED AND ACCEPTS THE PROPERTY AND THE HINTON TRACT IN AN "AS-IS, WHERE-IS" CONDITION; 2) THE PROPERTY AND THE HINTON TRACT ARE SUITABLE FOR THE PURPOSES FOR WHICH THE PROPERTY IS LEASED; 3) LTISD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT OR AGREEMENT WITH RESPECT TO A) THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY OR THE HINTON TRACT, B) THE CONDITION OF THE PROPERTY OR THE HINTON TRACT, C) THE REPAIR OF THE PROPERTY OR THE HINTON TRACT, D) PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES; AND 4) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the ___ day of _____, 2021 ("Effective Date").

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: _____
John Aouelle
President, LTISD Board of Trustees

JEANENE C. WILLIAMS

By: Jeanene C Williams
Jeanene C. Williams, Individual



LAND DESIGN SERVICES, INC.
 142-000-0000
 142-000-0000
 142-000-0000

BOUNDARY & IMPROVEMENT SURVEY
 OF
 88.88 ACRES LOCATED IN THE A.G. COMPTON SURV. NO. 801, ABS. NO. 184, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 88.88 ACRES DESCRIBED BY WARRANTY DEED TO SYLVESTER E. (S.E.) HINTON, TRUSTEE, RECORDED AS DOC. NO. 189818889 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

PROCEEDS
 SHEET
 1 of 1

**This plat is for descriptive purposes and is not an accurate drawing.*



SCALE: 1" = 200'

LEGEND

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PIPE DATA

| LINE NO. | START | END | LENGTH | DIAMETER | DEPTH | MARKING |
|----------|--------|--------|--------|----------|-------|---------|
| 1 | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | |
| 2 | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | |
| 3 | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | |
| | | | | | | |

METES AND BOUNDS DESCRIPTION

BEING A 88.98 ACRE TRACT OF LAND LOCATED IN THE ABRAM G. COMPTON SURVEY No. 601, ABSTRACT No. 184 IN TRAVIS COUNTY, TEXAS; SAME ALSO BEING ALL THAT CERTAIN CALLED 89.208 ACRE TRACT DESCRIBED BY DEED TO S.E. HINTON RECORDED IN VOLUME 11368 AT PAGE 835 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BY WARRANTY DEED TO SYLVESTER E. (S.E.) HINTON, TRUSTEE, RECORDED AS DOC. NO. 1999135629 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 88.98 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a PK nail in a concrete footing for fence found on the northeasterly right of way line of State Highway No. 71 (200' ROW dedication to the State of Texas by deed recorded in Vol. 812 at Page 332 and Vol. 821 at Page 177 of the Deed Records of Travis County, Texas) at the most southerly common corner of said 89.208 acre tract and that certain called 19.240 acre tract described by deed to AG&M Bee Caves Investment, LTD, recorded as Doc. No. 2006140657 of the Official Public Records of Travis County, Texas, for the southeasterly corner hereof, from which southeasterly corner a TXDOT concrete monument found bears S 52°55'31" E, 382.62 feet;

74

THENCE generally northwesterly along said northeasterly right of way line the following three (3) courses:

1. N 53°07'26" W, 278.50 feet to a TXDOT concrete monument found at the beginning of a curve to the left for an angle point in the southwesterly line hereof;
2. northwesterly 1013.55 feet along the arc of said curve to the left, having a radius of 1533.00 feet, a delta angle of 37°52'53" and a chord which bears N 72°02'07" W, 995.19 feet to a TXDOT concrete monument found for an angle point in the southwesterly line hereof;
3. S 89°00'36" W, 279.27 feet to a 60-penny nail found at the most southerly common corner of said 89.208 acre tract and of Lot 103, of Travis Settlement Section Two, a subdivision of record in Book 84 at Page 26C of the Plat Records of Travis County, Texas, for the southwesterly corner hereof, from which southwesterly corner a TXDOT concrete monument found bears S 88°48'48" W, 57.37 feet;

THENCE generally northwesterly and southeasterly along the common line of said 89.208 acre tract and said Travis Settlement Section Two the following nine (9) courses:

1. along the common line of said 89.208 acre tract and said Lot 103, N 04°42'02" W, 431.00 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 103, Lot 113 and Lot 114 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
2. along the common line of said 89.208 acre tract and said Lot 114, N 04°37'16" W, 550.21 feet to a 5-inch cedar fence post and N 13°58'37" W, 161.12 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 114 and Lot 115 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
3. along the common line of said 89.208 acre tract and said Lot 115, N 14°10'19" W, 170.20 feet to a 5-inch cedar fence post and N 31°02'02" W, 123.63 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 115 and Lot 116 of said Travis Settlement Section Two for an angle point in the westerly line hereof;

4. along the common line of said 89.208 acre tract and said Lot 116, N 31°12'52" W, 313.57 feet to a 1/2-inch Iron rod found at the most easterly common corner of said Lot 116 and Lot 117 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
5. along the common line of said 89.208 acre tract and said Lot 117, N 31°14'22" W, 287.86 feet to a 1/2-inch Iron rod found at the most easterly common corner of said Lot 117 and Lot 118 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
6. along the common line of said 89.208 acre tract and said Lot 118, N 31°02'17" W, 243.60 feet to a 1/2-inch Iron rod found at the most easterly common corner of said Lot 118 and Lot 121 of said Travis Settlement Section Two for an angle point in the westerly line hereof;
7. along the common line of said 89.208 acre tract and said Lot 121, N 31°05'48" W, 61.33 feet to a 1/2-inch iron rod found at the most easterly common corner of said Lot 121 and Lot 122 of said Travis Settlement Section Two for the northwesterly corner hereof;
8. along the common line of said 89.208 acre tract and said Lot 122, S 86°42'27" E, 103.48 feet to a 1/2-inch iron rod found at the most southerly common corner of said Lot 122, Lot 129 and Lot 130 of said Travis Settlement Section Two for an angle point in the northerly line hereof;
9. along the common line of said 89.208 acre tract and said Lot 130, S 86°44'51" E, 109.50 feet to a 1/2-inch Iron rod found, S 86°42'44" E, 260.92 feet to a 1/2-inch Iron rod found, S 85°54'51" E, 103.24 feet to a 1/2-inch iron rod found and S 87°40'00" E, 152.24 feet to a 3/4-inch iron rod found at the most southerly common corner of said Lot 130 and Lot 20 of Travis Settlement Section One, a subdivision of record in Book 84 at Page 24C of the Plat Records of Travis County, Texas, for an angle point in the northerly line hereof;

75

THENCE generally southeasterly along the common line of said 89.208 acre tract and said Travis Settlement Section One the following five (5) courses:

1. along the common line of said 89.208 acre tract and said Lot 20, S 84°52'27" E, 103.24 feet to a 60-penny nail found in a 16-inch live oak tree and S 75°58'49" E, 117.77 feet to a 1/2-inch Iron rod found at the most southerly common corner of said Lot 20 and Lot 19 of said Travis Settlement Section One for an angle point in the northerly line hereof;
2. along the common line of said 89.208 acre tract and said Lot 19, S 75°27'17" E, 720.57 feet to a 1/2-inch iron rod found at the most southerly common corner of said Lot 19 and Lot 18 of said Travis Settlement Section One for an angle point in the northerly line hereof;
3. along the common line of said 89.208 acre tract and said Lot 18, S 75°23'28" E, 318.22 feet to a 1/2-inch Iron rod found at the most southerly common corner of said Lot 18 and Lot 17 of said Travis Settlement Section One for an angle point in the northerly line hereof;
4. along the common line of said 89.208 acre tract and said Lot 17, S 75°24'50" E, 265.42 feet to a 1/2-inch Iron rod found at the most southerly common corner of said Lot 17 and Lot 16 of said Travis Settlement Section One for an angle point in the northerly line hereof;

EXHIBIT "A" CONT.

November 7, 2008
Hinton Bee Creek Ranch
Travis County, Texas
Job No. 03-117-U
Page 3 of 3

76

5. along the common line of said 89.208 acre tract and said Lot 16, S 75°13'36" E, 125.99 feet to a 1/2-inch iron rod found at the common corner of said 89.208 acre tract, said Lot 16 and that certain called 100.1194 acre tract described by deed to Lawrence E. Williams and wife Jeanene C. Williams recorded in Volume 13319 at Page 3164 of the Real Property Records of Travis County, Texas, for the northwesterly corner hereof;

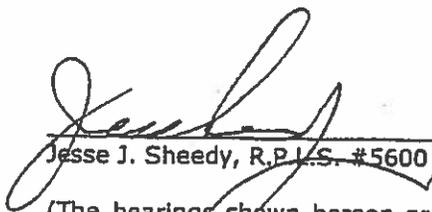
THENCE generally southerly along the common line of said 89.208 acre tract and said 100.1194 acre tract the following three (3) courses:

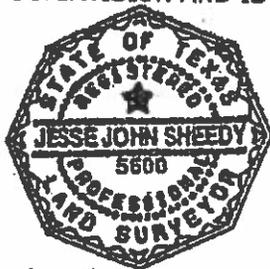
1. S 00°31'18" E, 447.21 feet to a calculated angle point in the easterly line hereof, from which calculated point a 1/2-inch iron rod found on the northerly top of bluff of Bee Creek bears N 05°49'59" E, 10.11 feet;
2. S 00°52'29" E, 109.92 feet to a 14-inch elm tree in fence line for an angle point in the easterly line hereof;
3. S 00°00'22" E, 551.86 feet to a 3/4-inch Iron rod found at the most westerly common corner of said 100.1194 acre tract and the aforementioned 19.240 acre tract for an angle point in the easterly line hereof;

THENCE generally southerly and southwesterly along the common line of said 89.208 acre tract and said 19.240 acre tract the following three (3) courses:

1. S 00°46'24" W, 720.49 feet to a 1/2-inch Iron rod found for an angle point in the easterly line hereof;
2. S 01°52'01" W, 130.23 feet to a 1/2-inch iron rod found for an angle point in the easterly line hereof;
3. S 35°27'37" W, 309.25 feet to the POINT OF BEGINNING for the end of this description which contains 88.98 acres of land, more or less.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Jesse J. Sheedy, R.P.L.S. #5600



(The bearings shown hereon are referenced to the Texas State Plane Coordinate System, Central Zone (NAD 83) based on City of Austin Electric Utility Department Monument named EUD No. A189.)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD

RECOMMENDED ACTION

Approve the Superintendent to execute the Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD

RATIONALE

By resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of a police force – the LTISD Police Department – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD. The jurisdiction of the Lakeway, Texas Police Department overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

BUDGET PROVISIONS

N/A

RESOURCE PERSONNEL

Amber King, General Counsel
Andy Michael, Chief of Police

ATTACHMENTS

Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD

MEETING DATE

October 20, 2021

**LAW ENFORCEMENT MUTUAL AID
INTERLOCAL AGREEMENT
CITY OF LAKEWAY, TEXAS AND
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

This Law Enforcement Interlocal Agreement (“Agreement”) is entered into by and between the City of Lakeway, Texas (“City”) and the Lake Travis Independent School District (“LTISD”).

Recitals

WHEREAS, Chapter 37, Subchapter C of the Texas Education Code gives authority to the Board of Trustees of LTISD to establish a police force by employing security personnel, authorizing them to bear arms, and commissioning them as peace officers; and

WHEREAS, by resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of such a police force – the Police Department (“LTISD – PD”) – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD; and

WHEREAS, pursuant to Sections 2.12 and 2.13 of the Texas Code of Criminal Procedure, the peace officers commissioned by LTISD have the duty to preserve the peace within their jurisdiction, to use all lawful means to effect this purpose, to interfere without warrant to prevent or suppress crime when authorized by the provisions of the Code of Criminal Procedure, to execute all lawful process issued to them by any magistrate or court, to give notice to some magistrate of all offenses committed within their jurisdiction, where they have good reason to believe there has been a violation of the penal law, and to arrest offenders without warrant in every case where they are authorized by law, in order that such offenders may be taken before the proper magistrate or court and be tried; and

WHEREAS, the jurisdiction of the Lakeway, Texas Police Department (“LPD”) overlaps the jurisdiction of LTISD-PD to a certain extent; and Section 37.081(g) of the Texas Education Code provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall outline reasonable communication and coordination efforts between the department and the agencies; and

WHEREAS, the City and LTISD desire to promote mutual cooperation and interaction by and between LPD and LTISD-PD with the ultimate goal of providing a safe and orderly environment within the schools and surrounding areas that will foster the education of children; and

WHEREAS, the City and LTISD intend by this Agreement to formalize a framework for the Interaction of their respective police departments to conserve the public's resources, to avoid duplication of services, to maximize operational efficiency, and to provide for the exchange of information between the two police departments.

NOW THEREFORE, pursuant to chapter 791 of the Texas Government Code (commonly referred to as the Interlocal Corporation Act), and in consideration of the premises and the mutual promises, covenants and agreements contained herein, the City and LTISD hereby agree as follows:

ARTICLE 1. Responsibilities of Lakeway Police Department and LTISD-PD

The City and LTISD realize that every single circumstance in which their respective police departments may interact cannot possibly be outlined in this Agreement. Thus, the City and LTISD outline the following general responsibilities for their respective police departments:

- 1.1 *Mutual Support.* LPD and LTISD-PD will mutually support and cooperate with one another in the suppression of criminal acts, investigation of criminal activity, and the enforcement of laws. They shall notify each other of all activities, violations, arrests, and other matters as required under Article 15.27 of the Texas Code of Criminal Procedure. They shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner to achieve the goal of the City and LTISD to provide a safe and orderly environment within the schools and surrounding areas that will foster the education of children.
- 1.2 *Mutual Aid.* When feasible, LPD and LTISD-PD shall assist and aid each other with law enforcement personnel and to make available such equipment or facilities as may be requested for the suppression or investigation of crime and the maintenance of public safety during natural disasters, major incidents of civil disorder, situations where the incident or the offense exceeds the limited resources of LTISD, or other exceptional events to be considered as exceptional events or circumstances occurring within the overlapping jurisdictional area of the City and LTISD. (The City and LTISD) do not intend for sporting and other planned school events to be considered as exceptional events or circumstances which would require the mutual aid as described in this paragraph.) Requests for mutual aid shall be made either by the parties' governing bodies, their respective chief administrators or designees, or their respective chiefs of police.

- 1.3 *Investigation and Enforcement.* LTISD-PD shall have the primary responsibility with regard to investigation and enforcement of the laws and city ordinances pertaining to incidents which occur on LTISD-owned property or within the jurisdiction of LTISD where LTISD has an interest (e.g. campuses, school buses, off-campus student events/activities, follow-up investigations involving staff or students, leased property, etc.), unless LTISD determines that the best interests of the district and the public would be to defer such investigation and enforcement to LPD. In all other circumstances, LPD shall have the primary responsibility with regard to investigation and enforcement of the laws and all city ordinances within the city limits of Lakeway. It is understood by both LTISD and the City that serious incidents, occurring on LTISD property or within the jurisdiction of LTISD where LTISD has an interest, such as homicides, death investigations, sexual assaults, and incidents which require the deployment of additional law enforcement resources, will be the primary responsibility of LPD.
- 1.4 *Police Department Call-for-Service.* Upon receipt of a call-for-service from the requesting police department, the receiving police department shall promptly dispatch an officer or officers as requested. In such situations, the parties generally intend for the department that primarily investigates the incident to complete the processing of the case for submission to the appropriate prosecuting authority, unless the respective department police chiefs mutually agree to a different arrangement on a case-by-case basis.
- 1.5 *Public-Call-for-Service*
- 1.5.1 *Emergency Calls.* Upon receipt of an emergency call-for-service from the public, the receiving police department shall dispatch a police officer(s) to respond. The officer dispatched to the scene shall secure the situation and hold the scene until another unit arrives, at which time a determination will be made which police department has the primary responsibility for handling the incident. Nothing herein should be constructed to prevent an officer of either department from taking any action necessary to protect life, limb and / or property or preventing the escape of a suspect.
- 1.5.2 *Non-Emergency Calls.* Upon receipt of a non-emergency call for service from the public pertaining to investigation or enforcement of an incident that is within the primary responsibility of the other police department, the receiving department will (1) inform the caller that the other department will be notified and (2) shall promptly notify the other department of the call.
- 1.6 *Breach of the Peace.* Nothing herein should be construed to prevent a peace officer of either department from fulfilling his or her duty to preserve the peace wherever the officer is located.
- 1.7 *Costs.* Both the City and LTISD shall bear the responsibility of their own costs and expenses in performing this Agreement.
- 1.8 *Operating Regulations.* Both the City and LTISD may promulgate joint internal operating regulations consistent with this Agreement.

Article 2 General Provisions

- 2.1 *Governing Law and Venue.* This Agreement shall be governed exclusively by the laws of the State of Texas. Venue for any dispute arising from this Agreement shall be in the district courts of Travis County, Texas.
- 2.2 *Section Headings and Construction.* The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. In construing this Contract, none of the parties hereto shall have any term or provision, solely by reason of such party having drafted the same.
- 2.3 *Severability.* If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired thereby.
- 2.4 *Independent Contractors.* The City and LTISD are independent contractors. This Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. Neither the City nor LTISD on the one hand, or LPD and LTISD-PD on the other hand, (i) shall exercise control over the performance of the other hereunder, or (ii) shall be deemed to be the agent, employee, or representative of the other party.
- 2.5 *Terms and Termination.* This agreement will become effective on the date last signed by the parties and will remain in effect unless terminated. At any time either the City or LTISD determine the best interests of the public would be served by terminating this Agreement, they may do so at any time thirty days after notice of termination has been provided to the other party. Such notice shall be in writing and addressed to the following persons:

City: Julie Oakley
City Manager
City of Lakeway, Texas
1102 Lohmans Crossing Road
Lakeway, Texas 78734

LTISD: Paul Norton
Superintendent of Schools
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officers.

CITY OF LAKEWAY, TEXAS

By: _____ Date: _____,2021
Julie Oakley, City Manager

ATTEST:

Jo Ann Touchstone, Secretary

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____,2021
Paul Norton, Superintendent of Schools



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD

RECOMMENDED ACTION

Approve the Superintendent to execute the Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD

RATIONALE

By resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of a police force – the LTISD Police Department – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD. The jurisdiction of the Bee Cave, Texas Police Department overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

BUDGET PROVISIONS

N/A

RESOURCE PERSONNEL

Amber King, General Counsel
Andy Michael, Chief of Police

ATTACHMENTS

Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD

MEETING DATE

October 20, 2021

**LAW ENFORCEMENT MUTUAL AID
INTERLOCAL AGREEMENT
CITY OF BEE CAVE, TEXAS AND THE
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

This Law Enforcement Interlocal Agreement (“Agreement”) is entered into by and between the City of Bee Cave, Texas (“City”) and the Lake Travis Independent School District (“LTISD”).

Recitals

WHEREAS, Chapter 37, Subchapter C of the Texas Education Code gives authority to the Board of Trustees of LTISD to establish a police force by employing security personnel, authorizing them to bear arms, and commissioning them as peace officers; and

WHEREAS, by resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of such a police force – the Police Department (“LTISD – PD”) – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD; and

WHEREAS, pursuant to Sections 2.12 and 2.13 of the Texas Code of Criminal Procedure, the peace officers commissioned by LTISD have the duty to preserve the peace within their jurisdiction, to use all lawful means to effect this purpose, to interfere without warrant to prevent or suppress crime when authorized by the provisions of the Code of Criminal Procedure, to execute all lawful process issued to them by any magistrate or court, to give notice to some magistrate of all offenses committed within their jurisdiction, where they have good reason to believe there has been a violation of the penal law, and to arrest offenders without warrant in every case where they are authorized by law, in order that such offenders may be taken before the proper magistrate or court and be tried; and

WHEREAS, the jurisdiction of the Bee Cave, Texas Police Department (“BCPD”) overlaps the jurisdiction of LTISD-PD to a certain extent; and Section 37.081(g) of the Texas Education Code provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall outline reasonable communication and coordination efforts between the department and the agencies; and

WHEREAS, the City and LTISD desire to promote mutual cooperation and interaction by and between BCPD and LTISD-PD with the ultimate goal of providing a safe and orderly environment within the schools and surrounding areas that will foster the education of children; and

WHEREAS, the City and LTISD intend by this Agreement to formalize a framework for the Interaction of their respective police departments to conserve the public's resources, to avoid duplication of services, to maximize operational efficiency, and to provide for the exchange of information between the two police departments.

NOW THEREFORE, pursuant to chapter 791 of the Texas Government Code (commonly referred to as the Interlocal Corporation Act), and in consideration of the premises and the mutual promises, covenants and agreements contained herein, the City and LTISD hereby agree as follows:

ARTICLE 1. Responsibilities of Bee Cave Police Department and LTISD-PD

The City and LTISD realize that every single circumstance in which their respective police departments may interact cannot possibly be outlined in this Agreement. Thus, the City and LTISD outline the following general responsibilities for their respective police departments:

- 1.1 *Mutual Support.* BCPD and LTISD-PD will mutually support and cooperate with one another in the suppression of criminal acts, investigation of criminal activity, and the enforcement of laws. They shall notify each other of all activities, violations, arrests, and other matters as required under Article 15.27 of the Texas Code of Criminal Procedure. They shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner to achieve the goal of the City and LTISD to provide a safe and orderly environment within the schools and surrounding areas that will foster the education of children.

- 1.2 *Mutual Aid.* When feasible, BCPD and LTISD-PD shall assist and aid each other with law enforcement personnel and to make available such equipment or facilities as may be requested for the suppression or investigation of crime and the maintenance of public safety during natural disasters, major incidents of civil disorder, situations where the incident or the offense exceeds the limited resources of LTISD, or other exceptional events to be considered as exceptional events or circumstances occurring within the overlapping jurisdictional area of the City and LTISD. (The City and LTISD) do not intend for sporting and other planned school events to be considered as exceptional events or circumstances which would require the mutual aid as described in this paragraph.) Requests for mutual aid shall be made either by the parties' governing bodies, their respective chief administrators or designees, or their respective chiefs of police.

- 1.3 *Investigation and Enforcement.* LTISD-PD shall have the primary responsibility with regard to investigation and enforcement of the laws and city ordinances pertaining to incidents which occur on LTISD-owned property or within the jurisdiction of LTISD where LTISD has an interest, (e.g. campuses, school buses, off-campus student events/activities, follow-up investigations involving staff or students, leased property, etc.), unless LTISD determines that the best interests of the district and the public would be to defer such investigation and enforcement to BCPD. In all other circumstances, BCPD shall have the primary responsibility with regard to investigation and enforcement of the laws and all city ordinances. It is understood by both LTISD and the City that serious incidents, occurring on LTISD property or within the jurisdiction of LTISD where LTISD has an interest, such as homicides, death investigations, sexual assaults, and incidents which require the deployment of additional law enforcement resources will be the primary responsibility of BCPD.
- 1.4 *Police Department Call-for-Service.* Upon receipt of a call-for-service from the requesting police department, the receiving police department shall promptly dispatch an officer or officers as requested. In such situations, the parties generally intend for the department that primarily investigates the incident to complete the processing of the case for submission to the appropriate prosecuting authority, unless the respective department police chiefs mutually agree to a different arrangement on a case-by-case basis.
- 1.5 *Public-Call-for-Service*
- 1.5.1 *Emergency Calls.* Upon receipt of an emergency call-for-service from the public, the receiving police department shall dispatch a police officer(s) to respond. The officer dispatched to the scene shall secure the situation and hold the scene until another unit arrives, at which time a determination will be made which police department has the primary responsibility for handling the incident. Nothing herein should be constructed to prevent an officer of either department from taking any action necessary to protect life, limb and / or property or preventing the escape of a suspect.
- 15.2 *Non-Emergency Calls.* Upon receipt of a non-emergency call for service from the public pertaining to investigation or enforcement of an incident that is within the primary responsibility of the other police department, the receiving department will (1) inform the caller that the other department will be notified and (2) shall promptly notify the other department of the call.
- 1.6 *Breach of the Peace.* Nothing herein should be construed to prevent a peace officer of either department from fulfilling his or her duty to preserve the peace wherever the officer is located.
- 1.7 *Costs.* Both the City and LTISD shall bear the responsibility of their own costs and expenses in performing this Agreement.
- 1.8 *Operating Regulations.* Both the City and LTISD may promulgate joint internal operating regulations consistent with this Agreement.

Article 2 General Provisions

- 2.1 *Governing Law and Venue.* This Agreement shall be governed exclusively by the laws of the State of Texas. Venue for any dispute arising from this Agreement shall be in the district courts of Travis County, Texas.
- 2.2 *Section Headings and Construction.* The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. In construing this Contract, none of the parties hereto shall have any term or provision, solely by reason of such party having drafted the same.
- 2.3 *Severability.* If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired thereby.
- 2.4 *Independent Contractors.* The City and LTISD are independent contractors. This Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. Neither the City nor LTISD on the one hand, or BCPD and LTISD-PD on the other hand, (i) shall exercise control over the performance of the other hereunder, or (ii) shall be deemed to be the agent, employee, or representative of the other party.
- 2.5 *Terms and Termination.* This agreement will become effective on the date last signed by the parties and will remain in effect unless terminated. At any time either the City or LTISD determine the best interests of the public would be served by terminating this Agreement, they may do so at any time thirty days after notice of termination has been provided to the other party. Such notice shall be in writing and addressed to the following persons:

City: Clint Garza
City Manager
Bee Cave City Hall
4000 Galleria Parkway
Bee Cave, Texas 78738

LTISD: Paul Norton
Superintendent of Schools
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officers.

CITY OF BEE CAVE, TEXAS

By: _____ Date: _____, 2021
Clint Garza, City Manager

ATTEST:

_____, City Secretary
Kaylynn Holloway

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____, 2021
Paul Norton, Superintendent of Schools



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Memorandum of Understanding Between Travis County Sheriff's Office and Lake Travis ISD

RECOMMENDED ACTION

Approve the Superintendent to execute the Memorandum of Understanding Between Travis County Sheriff's Office and Lake Travis ISD

RATIONALE

By resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of a police force – the LTISD Police Department – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD. The jurisdiction of the Travis County Sheriff's Office overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

BUDGET PROVISIONS

N/A

RESOURCE PERSONNEL

Amber King, General Counsel
Andy Michael, Chief of Police

ATTACHMENTS

Memorandum of Understanding Between Travis County Sheriff's Office and Lake Travis ISD

MEETING DATE

October 20, 2021

MEMORANDUM OF UNDERSTANDING
BETWEEN
TRAVIS COUNTY SHERIFF'S OFFICE AND
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding ("Agreement") is entered into by and between the Travis County Sheriff's Office ("Travis County Sherriff's Office") and the Lake Travis Independent School District ("LTISD").

91

Recitals

WHEREAS, Chapter 37, Subchapter C of the Texas Education Code gives authority to the Board of Trustees of LTISD to establish a police force by employing security personnel, authorizing them to bear arms, and commissioning them as peace officers; and

WHEREAS, by resolution dated December 16, 2021, the Board of Trustees of LTISD authorized the establishment of such a police force – the Police Department ("LTISD – PD") – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD; and

WHEREAS, pursuant to Sections 2.12 and 2.13 of the Texas Code of Criminal Procedure, the peace officers commissioned by LTISD have the duty to preserve the peace within their jurisdiction, to use all lawful means to effect this purpose, to interfere without warrant to prevent or suppress crime when authorized by the provisions of the Code of Criminal Procedure, to execute all lawful process issued to them by any magistrate or court, to give notice to some magistrate of all offenses committed within their jurisdiction, where they have good reason to believe there has been a violation of the penal law, and to arrest offenders without warrant in every case where they are authorized by law, in order that such offenders may be taken before the proper magistrate or court and be tried; and

WHEREAS, the jurisdiction of the Travis County Sheriff's Office, ("TCSO") overlaps the jurisdiction of LTISD-PD to a certain extent; and Section 37.081(g) of the Texas Education Code provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall outline reasonable communication and coordination efforts between the department and the agencies; and

WHEREAS, TCSO and LTISD desire to promote mutual cooperation and interaction by and between TCSO and LTISD-PD with the ultimate goal of providing a safe and orderly environment within the schools and surrounding areas that will foster the education of children; and

WHEREAS, TCSO and LTISD intend by this Agreement to formalize a framework for the Interaction of their respective peace officers and departments to conserve the public's resources, to avoid duplication of services, to maximize operational efficiency, and to provide for the exchange of information between the two agencies.

NOW THEREFORE, pursuant to chapter 37 of the Texas Education Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein, TCSO and LTISD hereby agree as follows:

ARTICLE 1. Responsibilities of TCSO and LTISD-PD

TCSO and LTISD realize that every single circumstance in which their respective peace officers and departments may interact cannot possibly be outlined in this Agreement. Thus, TCSO and LTISD outline the following general responsibilities for their respective police departments:

- 1.1 *Mutual Support.* TCSO and LTISD-PD will mutually support and cooperate with one another in the suppression of criminal acts, investigation of criminal activity, and the enforcement of laws. They shall notify each other of all activities, violations, arrests, and other matters as required under Article 15.27 of the Texas Code of Criminal Procedure. They shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner to achieve the goal of TCSO and LTISD to provide a safe and orderly environment within the schools and surrounding areas that will foster the education of children.
- 1.2 *Mutual Aid.* When feasible, TCSO and LTISD-PD shall assist and aid each other with law enforcement personnel and to make available such equipment or facilities as may be requested for the suppression or investigation of crime and the maintenance of public safety during natural disasters, major incidents of civil disorder, situations where the incident or the offense exceeds the limited resources of LTISD, or other exceptional events to be considered as exceptional events or circumstances occurring within the overlapping jurisdictional area of TCSO and LTISD. TCSO and LTISD do not intend for sporting and other planned school events to be considered as exceptional events or circumstances which would require the mutual aid as described in this paragraph. Requests for mutual aid shall be made either by the parties' governing bodies, their respective chief administrators or designees, or their respective chiefs of police.
- 1.3 *Investigation and Enforcement.* LTISD-PD shall have the primary responsibility with regard to investigation and enforcement of the laws and city ordinances pertaining to incidents which occur on LTISD-owned property or within the jurisdiction of LTISD where LTISD has an interest, unless LTISD determines that the best interests of the district and the public would be to defer such investigation and enforcement to TCSO. In all other circumstances, TCSO shall have the primary responsibility with regard to investigation and enforcement of the laws. It is understood by both LTISD and TCSO that serious incidents, occurring on LTISD property or within the jurisdiction of LTISD where LTISD has an interest, and also within the jurisdiction of Travis County, such as homicides, death investigations, sexual assaults, and incidents which require the deployment of the TCSO Team, will be the primary responsibility of TCSO.
- 1.4 *Police Department Call-for-Service.* Upon receipt of a call-for-service from the requesting police department, the receiving department shall promptly dispatch an officer or officers as requested. In such situations, the parties generally intend for the department that primarily investigates the incident to complete the processing of the case for submission to the appropriate prosecuting authority, unless the respective department police chiefs or the Sheriff mutually agree to a different arrangement on a case-by-case basis.
- 1.5 *Public-Call-for-Service*
 - 1.5.1 *Emergency Calls.* Upon receipt of an emergency call-for-service from the public, the receiving department shall dispatch a peace officer(s) to respond. The officer dispatched to the scene shall

92

secure the situation and hold the scene until another unit arrives, at which time a determination will be made which department has the primary responsibility for handling the incident. Nothing herein should be constructed to prevent an officer of either department from taking any action necessary to protect life, limb and / or property or preventing the escape of a suspect.

- 1.5.2 *Non-Emergency Calls.* Upon receipt of a non-emergency call for service from the public pertaining to investigation or enforcement of an incident that is within the primary responsibility of the other department, the receiving department will (1) inform the caller that the other department will be notified and (2) shall promptly notify the other department of the call.
- 1.6 *Breach of the Peace.* Nothing herein should be construed to prevent a peace officer of either department from fulfilling his or her duty to preserve the peace wherever the officer is located.
- 1.7 *Costs.* Both the Travis County Sheriff's Office and LTISD shall bear the responsibility of their own costs and expenses in performing this Agreement.
- 1.8 *Operating Regulations.* Both TCSO and LTISD may promulgate joint internal operating regulations consistent with this Agreement.

93

ARTICLE 2. General Provisions

- 2.1 *Governing Law and Venue.* This Agreement shall be governed exclusively by the laws of the State of Texas. Venue for any dispute arising from this Agreement shall be in the district courts of Travis County, Texas.
- 2.2 *Section Headings and Construction.* The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. In construing this Contract, none of the parties hereto shall have any term or provision, solely by reason of such party having drafted the same.
- 2.3 *Severability.* If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired thereby.
- 2.4 *Independent Contractors.* TCSO and LTISD are independent contractors. This Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. Neither the County nor LTISD on the one hand, or TCSO and LTISD-PD on the other hand, (i) shall exercise control over the performance of the other hereunder, or (ii) shall be deemed to be the agent, employee, or representative of the other party.
- 2.5 *Terms and Termination.* This agreement will become effective on the date last signed by the parties and will remain in effect unless terminated. At any time either TCSO or LTISD determine the best interests of the public would be served by terminating this Agreement, they may do so at any time thirty days after notice of termination has been provided to the other party. Such notice shall be in writing and addressed to the following persons:

Travis County: Sally Hernandez
Travis County Sheriff
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

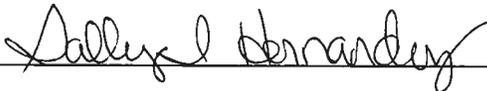
LTISD: Paul Norton
Superintendent of Schools
Lake Travis Independent School District

3322 Ranch Road 620 South
Austin, Texas 78738

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officers.

TRAVIS COUNTY SHERIFF'S OFFICE

94

By: 
Sally Hernandez, Travis County Sheriff's Office

Date: October 7, 2021

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: _____
Paul Norton, Superintendent of Schools

Date: _____, 2021



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2021-2022 Budget Amendment #1 - General Operating Fund

RECOMMENDED ACTION

Approve the 2021-2022 Budget Amendments to the General Operating Fund as presented.

RATIONALE

The Financial Integrity Rating System of Texas Indicator #10 measures how accurately the district forecasts projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year.

The Operating Budget is being amended to reflect additional property tax revenue due to a possible two cent increase in the Maintenance & Operations tax rate, an increase in the Available School Foundation state funding due to a 60% decrease in the Instructional Materials Allotment for the 2021-2022 biennium, and a refund of the 2020-2021 recapture payment made in fiscal year 2021 as a result of final ADA Hold Harmless calculation performed by TEA.

BUDGET PROVISIONS

2021-2022 General Operating Budget

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Brad Goerke - Director of Finance

ATTACHMENTS

2021-2022 Budget Amendment #1 - General Operating Fund

MEETING DATE

October 20, 2021

Lake Travis ISD
General Operating Fund-Budget Amendment #1
2021-2022

| | | 2021-2022 | Recommended | 2021-2022 |
|---------------------|---|------------------------|---------------------|-----------------------|
| <u>Revenues</u> | | <u>Original Budget</u> | <u>Amendments</u> | <u>Amended Budget</u> |
| 5711 | Current Year Taxes | \$ 134,246,504 | \$ 1,280,720 | \$ 135,527,224 |
| 5700 | Other Local Revenues | \$ 2,444,000 | - | \$ 2,444,000 |
| 5800 | State Program Revenues | \$ 5,789,072 | \$ 3,091,526 | \$ 8,880,598 |
| 5900 | <u>Federal Revenue</u> | \$ 690,000 | - | \$ 690,000 |
| | TOTAL REVENUES | \$ 143,169,576 | \$ 4,372,246 | \$ 147,541,822 |
| | | | | |
| <u>Expenditures</u> | | | | |
| 11 | Instruction | \$ 58,795,044 | - | \$ 58,795,044 |
| 12 | Instructional Resources | \$ 946,936 | - | \$ 946,936 |
| 13 | Staff Development | \$ 1,095,204 | - | \$ 1,095,204 |
| 21 | Instructional Administration | \$ 2,006,072 | - | \$ 2,006,072 |
| 23 | School Administration | \$ 4,650,202 | - | \$ 4,650,202 |
| 31 | Guidance & Counseling | \$ 3,932,443 | - | \$ 3,932,443 |
| 32 | Social Work Services | \$ 140,139 | - | \$ 140,139 |
| 33 | Health Services | \$ 922,045 | - | \$ 922,045 |
| 34 | Transportation | \$ 4,654,001 | - | \$ 4,654,001 |
| 35 | Food Service | \$ 90,000 | - | \$ 90,000 |
| 36 | Co-Curricular Activities | \$ 2,491,177 | - | \$ 2,491,177 |
| 41 | General Administration | \$ 3,766,012 | - | \$ 3,766,012 |
| 51 | Plant & Maintenance | \$ 10,943,134 | - | \$ 10,943,134 |
| 52 | Safety & Security | \$ 659,853 | - | \$ 659,853 |
| 53 | Non-Instructional Data Processing | \$ 2,927,386 | - | \$ 2,927,386 |
| 61 | Community Services | \$ 421,600 | - | \$ 421,600 |
| 71 | Debt Service | - | - | - |
| 81 | Facilities/Construction | \$ 30,000 | - | \$ 30,000 |
| 91 | State Transfers (Recapture) | \$ 45,283,201 | - | \$ 45,283,201 |
| 92 | Incremental WADA Costs | \$ 300,000 | - | \$ 300,000 |
| 93 | Sp. Ed. Transfer Payments | \$ 45,000 | - | \$ 45,000 |
| 95 | JJAEP Transfer Payments | \$ 15,000 | - | \$ 15,000 |
| 99 | <u>Travis County Appraisal District</u> | \$ 570,000 | - | \$ 570,000 |
| | TOTAL EXPENDITURES | \$ 144,684,449 | - | \$ 144,684,449 |
| | | | | \$ - |
| | Excess (Deficiency) Of Revenues Over | | | |
| 1200 | Expenditures | \$ (1,514,873) | \$ 4,372,246 | \$ 2,857,373 |
| | | | | \$ - |
| 3000 | Beginning Fund Balance-9/1 | \$ 44,880,503 | | \$ 44,880,503 |
| | | | | \$ - |
| 3600 | Ending Fund Balance-8/31 | \$ 43,365,630 | | \$ 47,737,876 |

Note: Budget amendment reflects additional property tax revenue due to possible VATRE, increase in Available School Foundation state funding due to 60% decrease in Instructional Materials Allotment funding, and a refund of the 2020-2021 recapture payment made in fiscal year 2021 as a result of final ADA Hold Harmless calculation performed by TEA.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

List of qualified investment brokers and dealers

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

Per Governmental Code 2256.025, the Board of Trustees is required to approve a list of qualified brokers and dealers who are authorized to engage in investment transactions with the district. The attachment includes the list of firms previously approved.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services

Brad Goerke - Director of Finance

ATTACHMENTS

List of qualified brokers and dealers

MEETING DATE

October 20, 2021

Lake Travis Independent School District
List of Qualified Brokers, Dealers and Investment Advisors
2021-2022

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 Lake Travis ISD:

1. Capital One
2. Coastal Securities
3. First Public
4. Hilltop Securities
5. JP Morgan Chase
6. Merrill Lynch
7. Morgan Keegan
8. Oppenheimer & Co., Inc.
9. Raymond James
10. RBC Global Asset Management
11. TCG Advisors
12. Wells Fargo Advisors



AGENDA ITEM ACTION SHEET

AGENDA ITEM

List of qualified investment trainers

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

Per Governmental Code 2256.008(a)-(b), the Board of Trustees is required to approve a list of investment trainers who are qualified to administer instruction to the district's investment officers. The attachment includes the list of firms previously approved.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services

Brad Goerke - Director of Finance

ATTACHMENTS

List of qualified investment trainers

MEETING DATE

October 20, 2021

Lake Travis Independent School District

List of Qualified Investment Trainers

2021-2022

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

- 1. First Public**
- 2. Hilltop Securities**
- 3. Government Treasurers of Texas (GTOT)**
- 4. MBIA Municipal Investors Service Corporation**
- 5. PFM Asset Management, LLC**
- 6. Regional Education Service Center 13**
- 7. Texas Association of School Administrators**
- 8. Texas Association of School Boards**
- 9. Texas Association of School Business Officials (TASBO)**
- 10. Texas State University**
- 11. Texas Tech University**
- 12. TexPool**
- 13. University of North Texas**
- 14. Wells Fargo Brokerage Services**



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2021-2022 T-TESS Appraisal Roster

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

The Texas Agency Commissioner's Rules require that a list of qualified appraisers who may appraise teachers shall be approved by the Board of Trustees. The appraisers must meet the following criteria:

1. The teachers' supervisor shall conduct the teacher's appraisal and must hold a superintendent, mid-management (principal), or supervisor certification, or must hold comparable certificates established by the State Board for Educator Certification.
2. An appraiser other than the teacher's supervisor must be approved by the Board, hold a valid teaching certificate and have at least two years' of teaching experience.

The attached updated list of appraisers meets these requirements.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Evalene Murphy, Assistant Superintendent Employee/Community Relations

ATTACHMENT

1. 2021-2022 T-TESS Appraisal Roster

MEETING DATE

October 20, 2021



2021-2022 T-TESS Appraisal Roster

| Site | Appraiser |
|-------------------------------|---|
| Bee Cave Elementary | Kim Kellner Ashley Nauta |
| Lake Pointe Elementary | Kelly Freed Mak El Hassan |
| Lakeway Elementary | Sam Hicks Amy Sharp |
| Lake Travis Elementary | Pam Schaeffer Lizeth Thompson |
| Rough Hollow Elementary | Angela Frankhouser Vanessa Randels |
| Serene Hills Elementary | Keegan Luedecke ShaCrista R-Glasper |
| West Cypress Hills Elementary | Melanie Beninga Leanna Pesta |
| Hudson Bend Middle School | Julie Nederveld Matt Holley |
| Lake Travis Middle School | Lester Wolff Keitha St Clair |
| Bee Cave Middle School | Amanda Prehn Tres Ellis Laura Keogh |
| Lake Travis High School | Debbie Garinger Roy Hudson Sheri Remore Darnell Horton Angela Hrapchak Sebastian Espinoza Mason Whitfield |
| District - Alternates | Stephanie Henderson Charles Aguillon Lyndsae Benton Stefani Allen |

Pending Certifications:

Julianne Jenkerson – HBMS
 Brianne Walker – LTHS
 Cristy Rizzoli – LTMS

Tanda Paske – LTHS
 Cristy Castanares – HBMS



AGENDA ITEM ACTION SHEET

AGENDA ITEM

September 15, 2021 Board Meeting Minutes

RECOMMENDED ACTION

For approval with consent agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Administrative Assistant to Superintendent

ATTACHMENTS

September 15, 2021 Board Meeting Minutes

MEETING DATE

October 20, 2021

Minutes of Board Meeting
The Board of Trustees
Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held on September 15, 2021, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:03 pm.

Quorum Determination

Trustees in attendance were John Aouelle, Kim Flasch, Bob Dorsett, Lauren White, William Beard, and Jessica Putonti.

Pledge of Allegiance and Moment of Silence

Chris Woehl, led the Pledge of Allegiance. A moment of silence was then observed.

Special Speaker

- Dr. Desmar Walkes, Medical Director/Health Authority City of Austin/Travis County
 - COVID-19 Update Austin Public Health
 - 9.15.21 data
 - 532 inpatients – 231 ICU inpatients – 153 inpatients on vent – 54 previous 24 hour admissions
 - School cases week 37 - 9/5 – 9/11 - 595 cases COVID-19 Positive
 - According to research scheduled for presentation at the 2021 AAAAI Virtual Annual Meeting, which takes place February 26-March 1, wearing a mask can help slow the spread of COVID-19 and does not impact oxygen saturation.
 - Austin MSA COVID-19 Patients under 18 admitted – 7/1-9/12/2021
 - 133 admitted, 47 ICU, 3 Ventilator
 - Vaccines protect children
 - Community vaccination, in coordination with testing strategies and other prevention measures, is critical to protecting pediatric populations from infection and severe COVID-19

Recognition

- **Texas Department of Agriculture 2021 Spring Farm Fresh Challenge**
Marco Alvarado presented the following to Ryan Mikolycik and Marissa Albers the following award to the LTISD Food and Nutrition Service Department - in July, Texas Agriculture Commissioner Sid Miller announced the nutrition team at Lake Travis Independent School District successfully completed the Texas Department of Agriculture's 2021 Spring Farm Fresh Challenge. LTISD joined schools and childcare providers across Texas to Eat Local, Teach Local and Be Social from April 12 through May 14. The challenge was part of Commissioner Miller's initiative created to connect farmers and ranchers with operators of nutrition programs administered by TDA.

Special Recognition.

Public Comments/Citizen Participation

1. Jennifer Montgomery – Poor Education this year at HBMS
2. Jennifer Lynskey – Return to school
3. Sidney Saxon – Student Health and Safety
4. Lori Mayfield – COVID Safety Protocols
5. Laurie Higginbotham – COVID Protocols
6. Kent Radford - Development
7. Dana Rockey – Transparency of School Board Decisions
8. Jennifer Fleck – Education Elements
9. Jennifer Alessandra – COVID protocols
10. Mary Kuse – Admin communication
11. Isreal Zuela – Ed & Health
12. Janice Bech – Safety of students at HS
13. Corina Semph – Masks
14. Teresa Conolly – Masks
15. Sarah Tuthill – COVID 19 Protocols
16. Maria Paz -Tripi –Safe school for all
17. Kara Bell – Education
18. Marge Stone – COVID protocols
19. Susan Harbin -Masks & Vaccines
20. Porter Herring – May 2022 Bond – 2nd HS
21. Frederik Dupuy – COVID Protocols
22. Zach Goemer – Masks optional
23. Carol Moore – Medical Freedom

Information

- **Qualified Investment Brokers and Dealers**

Per Governmental Code 2256.025, the Board of Trustees is required to approve a list of qualified brokers and dealers who are authorized to engage in investment transactions with the district. Ms. Sanchez presented the attachment that included the list of firms previously approved.

For information only. Action will be requested at the Oct. 20, 2021 board meeting.

- **Qualified Investment Trainers**

Ms. Sanchez presented that per Governmental Code 2256.008(a)-(b), the Board of Trustees is required to approve a list of investment trainers who are qualified to administer instruction to the district's investment officers. The attachment included the list of firms previously approved.

For information only. Action will be requested at the Oct. 20, 2021 board meeting.

Presentation / Discussion Items

- **COVID Protocols**
 - New signage at all schools strongly support masks

- outside lunch – all but one campus
- Household contacts quarantined
- Testing – Curative 300 per day in HBMS parking lot – have doubled this week up to 600 – open to anyone in the community
- Rapid testing for all staff on campus – 80 staff only 2 tested positive
- Working with families to keep siblings at home when a family tests positive - what are we doing on an educational side – treating it like an illness – teachers sending work home
- Provide a FAQ document to families on how to deal with a positive and what should be done – it is overwhelming for families – we have a flow chart available to give parents a visual
- Testing option for students? Surveillance? – Paul stated that the student testing will be based on parental consent on the weekends – students and staff only
- Trustee White asked if the district had classrooms with more than 3 or more cases? Yes, HBMS 6th grade – extra cleaning and encouraging students and staff to wear masks
- Instruction received is the same as quarantine as if a student was out sick (access to assignments)
- HB4545 – protocols for tutoring and fill in the gaps – just completed a BOY of testing to see who needs accelerated learning – starting in October – student needs to be successful on STAAR or BOY to not receive accelerated learning
- LW - What does it take to close a classroom or school? We continually look at the number of positives and trends
- LW and BD - Continuing looking at different ways to mitigate the spread of COVID – having students outside, move lunch tables, not share supplies – many cases are contracted outside of school
- Trustee Lauren White inquired about the Dashboard and why the numbers are different – each day the schools report by 4 p.m. to the admin building so letters can go out to the appropriate people – numbers of letters may vary because of shared classes or activity
- LW - Can we provide the numbers on each day per campus? More information grade, last date on campus, date tested
- Kim F. - If a teacher tests positive do we have enough subs? 239 subs – 112 active subs – Sub U scheduled 9/16 34 registered to attend – run one monthly – ratio to subs and active cases? Having 77 people tested to keep them in the classes on a periodic basis.61

This item was for discussion only; no action was requested.

- **2021 – 2022 Enrollment Update**

Ms. Sanchez presented the current enrollment for LTISD for the first 3 weeks of school, comparing them to the projected enrollment. On October 29, 2021 TEA gets our snapshot of attendance for funding for the 1st quarter. Typical to not take attendance until the student shows up to school.

Trustee Bob Dorsett asked about TEA funding for remote students – at the beginning of this year the board agreed to have a virtual program for almost 400 students without funding.

SB 15 made funding available for students that are virtual with some limitations.

LW asked about capacity at the HS – will discuss the options – demographers are working on Jan/Feb to do a full study

Bond issue will have 2 new elementary schools

This item was for discussion only; no action was requested.

- **August 2021 Monthly Financial Reports - Statement of Revenue and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Project Report**

Ms. Sanchez, Assistant Superintendent for Business Services, presented the monthly financial report which included a review of the following documents:

1. Statement of Revenue and Expenditures - August 2021
2. Balance Sheet – August 2021
3. Tax Statement
4. 2018 Capital Project Report
5. Quarterly Investment Report

This item was for discussion only; no action was requested.

- **2020-2021 Annual Investment Report**

Ms. Sanchez, Assistant Superintendent for Business Services, provided the Board of Trustees an annual overview of investment returns and strategy for the past and current year per Governmental Code 2256.005(e).

This item was for discussion only; no action was requested.

- **2021 Preliminary School FIRST Rating**

Ms. Sanchez let the Board know that Lake Travis ISD has received its preliminary 2020 School Financial Integrity Rating System of Texas (FIRST) rating based on financial indicators per 19 Texas Administrative Code (TAC), Section 109.1002(f). A school district's School FIRST rating is based upon an analysis of financial data for fiscal year ended August 31, 2020. On or about September 15, 2021, the final School FIRST rating will be available. Within two months of the release of the final ratings, each school district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each of the 20 indicators for the prior year. The first of two required published newspaper notices, to inform taxpayers of the meeting, may not be more than 30 days or less than 14 days prior to the public meeting in accordance with 19 TAC, Section 109.1005.

For presentation/discussion only; Public Hearing will be scheduled at the October 20, 2021 board meeting.

- **Law Enforcement Mutual Aid Interlocal Agreement Between City of Lakeway and Lake Travis ISD**

Amber King, General Counsel, presented that the resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of a police force – the LTISD Police Department – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD. The jurisdiction of the Lakeway, Texas Police Department overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

For discussion only. Action will be requested at the Oct. 20, 2021 board meeting.

- **Law Enforcement Mutual Aid Interlocal Agreement Between City of Bee Cave and Lake Travis ISD**

Ms. King, General Counsel, presented that the resolution dated December 16, 2020, the Board of Trustees of LTISD authorized the establishment of a police force – the LTISD Police Department – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of LTISD. The jurisdiction of the Bee Cave, Texas Police Department overlaps the jurisdiction of the LTISD Police Department. In accordance with Section 37.081(g) of the Texas Education Code, the school district police department and any law enforcement agency with which it has overlapping jurisdiction must outline reasonable communication and coordination efforts between the department and the agencies.

For discussion only. Action will be requested at the Oct. 20, 2021 board meeting.

Consideration Items

- **Possible New COVID Protocols**

Trustee Lauren White stated that masks have become political and she is the minority and if we cannot require them then we should currently continue to strongly suggest the wearing of masks. Having a flow chart, FAQ, updating the dashboard, household quarantine (start on Monday, 9/20) Trustee Bob Dorsett asked Amber King - How many lawsuits on districts that implemented a mask mandate? – 10-15 districts currently being sued.

No motion.

- **Resolution No. 081920-03 Regarding the Continuation of Delegation of Authority to Superintendent in Response to COVID-19**

Ms. King presented the following – in response to the COVID-19 pandemic and the national and state emergency disaster proclamations, on March 23, 2020, the Board approved Resolution No. 03252020-01 delegating authority to the Superintendent, which allowed for more flexibility and quicker decision-making for needs of the District due to COVID-19. On August 19, 2020, the Board rescinded Resolution No. 03252020-01 and replaced it with Resolution No. 081920-03 continuing its delegation of authority to the Superintendent. The administration originally brought this item to the Board in July 2021 indicating that the need for the resolution had subsided and recommended it be rescinded. However, in August 2021, the Board tabled the agenda item until September based on a resurgence in COVID cases as a result of the Delta variant. Given the conditions we are still experiencing, at this time, it is recommended that the resolution remain in place until the time the board requests that the item be placed back on the agenda for reconsideration.

A MOTION was made by Trustee Lauren White and seconded by Trustee Kim Flasch to keep Resolution No. 081920-03 in place until the board decides it is appropriate to place back on its agenda.

The motion passed by a vote of 6-0.

- **Agreement with Travis County and Other Municipalities Regarding November 2, 2021 Joint Election**

Ms. Sanchez presented the Joint Election agreement to the Board. State law requires a school district that holds an election in November to conduct a joint election with a municipality within its district. Travis County will provide both election services and a joint election for most jurisdictions in Travis

County that are holding a November election, including the City of Lakeway and the City of Bee Cave. Through the joint election agreement with Travis County, Lake Travis Independent School District will be in compliance with this requirement.

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee William Beard is to approve the Joint Election Agreement with Travis County for the November 2, 2021 Board Election.

The motion passed by a vote of 6-0.

- **2021-2022 T-TESS Appraisal Calendar and Roster**

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Lauren White to approve the 2021-2022 appraisal calendar and appraisal roster of T-TESS certified administrators.

The motion passed by a vote of 6-0.

- **Compensation Plans and Stipends Catalog for 2021-2022**

Ms. Evalene Murphy, Assistant Superintendent, presented that LTISD Administration would like to implement the proposed increase in compensation plans and the stipends pay rates for the 2021-2022 school year.

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee Jessica Putonti for the Board to Approve the 2021-22 Compensation Plans and Stipends Catalogs as presented.

The motion passed by a vote of 6-0.

Consent Agenda

- Resolution Regarding Extracurricular Status of 4-H Organization
- August 11, 2021 Board Meeting Minutes
- August 26, 2021 Special Board Meeting Minutes

A MOTION was made by Trustee William Beard and seconded by Trustee Jessica Putonti to approve the consent agenda items as presented.

The motion passed by a vote of 6-0.

Upcoming Meetings and Events

Board President John Aouelle announced the following upcoming meetings and events:

- October 20, 2021 – 6:00 p.m. – Monthly Board Meeting, EDC
- November 18, 2021 – 6:00 p.m. – Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 8:34 p.m., as permitted by Texas Government Code 551.001 et seq.

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Open Session

Trustees returned from Closed Session at 9:40p.m. There was no action after closed session.

Adjournment

There being no further action, the September 15, 2021 Board of Trustees' meeting adjourned at 9:40 p.m.

John Aouelle, Vice President

Lauren White, Secretary