

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 April 20, 2022, 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. Lake Travis High School 2022 Scholastic Art and Writing Awards 3
 - B. Lake Travis High School SkillsUSA 4
4. Public Comments/Citizen Participation
5. Information Items
 - A. 2022-2023 Board Meeting Dates 6
 - B. Changes to the 2022-2023 Student Assessment Testing Calendar 8
6. Presentation/Discussion Items
 - A. March 2022 Monthly Financial Report - Statement of Revenue and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report 10
 - B. Board Notification under Board Policy CH (Local) - Furniture for Lake Travis High School 15
 - C. District Update on Accelerated Instruction 16
 - D. Cooperative Program Management Fees Report 17
 - E. Technology Bond Expenditure Report 19
 - F. Proclamation - 2022 Instructional Materials Selection 20
 - G. Instructional Materials Allotment - 2022-2023 TEKS Certification 25
 - H. 2021 Board Training Report 71
7. Consideration Items
 - A. Update to TASB Risk Management Fund Interlocal Participation Agreement 72
 - B. Guaranteed Maximum Price (GMP) for CMR-8 for Lake Travis High School Renovation Project for the Summer of 2022 83
 - C. Request for Qualifications (RFQ) - Annual Financial Audit Report 85
 - D. Extension of Antenna License Agreement between LTISD and City of Austin 87
 - E. TEA Application for Missed School Days Waiver 104
 - F. Permanent Water Quality Controls Protective Easement for Travis County at Lake Travis High School Site 108
 - G. Compensation 2022-2023 117

H.	Update to Lake Travis ISD FDB (LOCAL) Policy Regarding Intradistrict Transfers and Classroom Assignments	118
I.	Resolution No. 042022-01 Regarding the Public Necessity to Authorize the Superintendent or Designee the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of Approximately 19.58 Acres of Land Located at 700 Bell Springs Rd., Dripping Springs, TX	127
J.	Resolution No. 042022-02 Regarding the Public Necessity to Authorize the Superintendent or Designee the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of Approximately 4 Acres of Land Located at 20511 Hamilton Pool Rd., Dripping Springs, TX	129
K.	Consent Agenda	134
	1. Minutes of March 23, 2022 Board Meeting	135
	2. Minutes of March 31, 2022 Board Team Building	145
	3. Minutes of April 6, 2022 Budget Workshop	146
8.	Upcoming Meetings and Events	
	A. May 18, 2022- 6:00 p.m., Regular Board Meeting, EDC	
	B. June 1, 2022 - 6:00 p.m., Budget Workshop, EDC	
	C. June 15, 2022 - 6:00 p.m. - Regular Board Meeting, EDC	
9.	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.	
10.	Adjournment	



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2022 Scholastic Art and Writing Awards

RECOMMENDED ACTION

For recognition only.

RATIONALE

The Lake Travis High School art department is pleased to announce that seniors Madison Jensen and Chloe Storm have been recognized as National Medalists under the 2022 Scholastic Art and Writing Awards presented by the Alliance for Young Artists & Writers.

Madison received a Silver Key for her artwork titled “Promise,” and Chloe earned a Silver Key Portfolio for her collection, “A Twin’s Promise.”

According to the Alliance for Young Artists and Writers, these students have been identified by panels of creative professionals as the most talented young artists and writers in the nation. This year, almost 230,000 works of art and writing were submitted and only the top 1% will be recognized at the national level. The Scholastic Art & Writing Awards have become the longest-running, most prestigious recognition program for creative teens in the U.S., and the nation’s largest source of scholarships for creative young artists and writers.

Lake Travis High School art teachers are Amber Forgey, Bohye Na, and Diane Wrinkle.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Charles Aguillon - Director of Fine Arts and Academic Enrichment

Marco Alvarado - Executive Director of Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School SkillsUSA

RECOMMENDED ACTION

For recognition only.

RATIONALE

Lake Travis High School formed a local chapter of SkillsUSA earlier this year, and already, students are headed to national competition.

SkillsUSA is an extension of the Career and Technical Education program where students compete in various events in their career pathways. Students earn recognition on district, state, national and international levels. In February, 20 students competed in the first District 10 competition in Waco, and each advanced to the state meet held March 31-April 2 in Corpus Christi. The results are as follows:

Gold - 1st Place (advanced to national competition)

- Entrepreneurship:
Coburn Presley, Aanchal Narayan, Alexander Sica, and Andy Villeda

Silver - 2nd Place

- Career Promo Demonstration:
Ava Ammerman, Caitlin Chlebos, and Andy Villeda
- Community Service:
Hannah Davis, Ashley Girard, and Norah Johnson
- Drone Competition:
Evan Olson and Coburn Presley
- Quiz Bowl:
Ava Ammerman, Caitlin Chlebos, Huy Nguyen, Annabella Smith, Maeson Wilcox, and Andrew Yun

Bronze - 3rd Place

- Prepared Speech:
Zara Sellick

Students who earned first place at state competition have qualified to participate in the SkillsUSA 2022 National Leadership & Skills Conference to be held June 20-24 in Atlanta. Lake Travis SkillsUSA program advisors are Terri Jacobs and Cathryn Merrill.



BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger - Lake Travis High School Principal

Marco Alvarado - Executive Director of Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2022-2023 Board Meeting Dates

RECOMMENDED ACTION

For information only.

RATIONALE

To develop the Board meeting calendar for the 2022-2023 school year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Paul Norton – Superintendent of Schools

ATTACHMENTS

Draft Board Meeting Dates for 2022-2023

MEETING DATE

April 20, 2022

Lake Travis Independent School District
Board of Trustees

2022-2023 Board Meeting Dates

Regular Monthly Meetings are held on the third Wednesday of each month (except as noted),
6:00 p.m., at the LTISD Educational Development Center, located at 607 RR 620 North, Austin,
78734.*

August 2022

Regular Monthly Meeting and Formative Conference – August 17

September 2022

Regular Monthly Meeting – September 21

October 2022

Regular Monthly Meeting – October 19

November 2022

Regular Monthly Meeting – November 16

December 2022

Regular Monthly Meeting – December 14

January 2023

Regular Monthly Meeting – January 18
Superintendent's Summative Conference – January 25

February 2023

Regular Monthly Meeting – February 15

March 2023

Regular Monthly Meeting – March 22* (4th Wednesday)

April 2023

Budget Workshop – April 5
Regular Monthly Meeting – April 19

May 2023

Regular Monthly Meeting – May 17

June 2023

Budget Workshop – June 7
Regular Monthly Meeting – June 21

July 2023

Regular Monthly Meeting – July 20



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Changes to the 2022-2023 Student Assessment Testing Calendar

RECOMMENDED ACTION

For information only.

RATIONALE

March 16th, TEA posted an updated testing calendar for the 2022-2023 school year. This change has no impact to the adopted calendar in regards to days of instruction. The changes are to the Spring 2023 dates. The testing window is April 18th through May 12th.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent, Curriculum & Instruction
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

2022-2023 Student Assessment Testing Calendar

MEETING DATE

April 20, 2022

2022–2023 STUDENT ASSESSMENT TESTING CALENDAR

2022 Assessments

Test Dates	STAAR
Dec 6 (Tue)	English I
Dec 8 (Thu)	English II
Dec 9 (Fri)	Make-up sessions for STAAR English I and English II must be completed by the end of this day.
Dec 6–Dec 16*	Algebra I Biology U.S. History
Dec 16 (Fri)	Make-up sessions for tests scheduled to be administered Dec 6–16, 2022, must be completed by the end of this day.

2023 Assessments

Test Dates	NAEP (selected sample)
Assessment Window Late Jan–Early Mar	Long-term Trend, 13-year-olds
Test Dates	TELPAS
Assessment Window Feb 20–Mar 31	TELPAS Grades K–12 Listening, Speaking, Reading, and Writing
Test Dates	TELPAS Alternate
Assessment Window Feb 20–Mar 31	TELPAS Alternate Grades 2–12 Listening, Speaking, Reading, and Writing
Test Dates	STAAR Alternate 2
Preview Window Mar 13–Apr 28	Test administrators may only preview (not administer) the assessments two weeks prior to the opening of the assessment window. Assessments may be previewed anytime during the assessment window.
Assessment Window Mar 27–Apr 28	STAAR Alternate 2 Grades 3–8 and EOC Assessments

2023 Assessments

Test Dates	STAAR
Apr 18–Apr 28*	Grades 3–8 Reading Language Arts English I English II
Apr 28 (Fri)	Make-up sessions for tests scheduled to be administered Apr 18–28, 2023, must be completed by the end of this day.
Apr 25–May 5*	Grade 5 Science Grade 8 Science Grade 8 Social Studies Biology U.S. History
May 5 (Fri)	Make-up sessions for tests scheduled to be administered Apr 25–May 5, 2023, must be completed by the end of this day.
May 2–May 12*	Grades 3–8 Mathematics Algebra I
May 12 (Fri)	Make-up sessions for tests scheduled to be administered May 2–12, 2023, must be completed by the end of this day.
Test Dates	STAAR
Jun 20–Jun 30**	Algebra I English I English II Biology U.S. History
Jun 30 (Fri)	Make-up sessions for tests scheduled to be administered Jun 20–30, 2023, must be completed by the end of this day.

*Districts may choose to administer assessments on Monday of the second testing week without submitting a request to TEA.

**If a district is no longer in session (i.e., providing instruction to students) during the June administration window, the district may adjust the testing schedule to test on Monday, June 19, 2023.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

March 2022 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report

RECOMMENDED ACTION

For Presentation/Discussion 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-March 2022
2. Balance Sheet-March 2022
3. Tax Statement-March 2022
4. 2018 Capital Projects Report-March 2022

MEETING DATE

April 20, 2022

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

3/31/2022

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	\$ 135,527,224	\$ 130,071,262	\$ 5,455,962	95.97%	\$ 126,242,828	98.63%
5700	Other Local Revenues	2,444,000	1,215,122	1,228,878	49.72%	\$ 1,556,112	57.74%
5800	State Program Revenue	8,880,598	4,076,293	4,804,305	45.90%	\$ 4,720,559	55.35%
5900	Federal Revenue	690,000	479,383	210,617	69.48%	\$ 395,122	88.33%
Total Revenue		\$ 147,541,822	\$ 135,842,060	\$ 11,699,762	92.07%	\$ 132,914,621	95.17%

Expenditures

11	Instruction	\$ 58,795,044	\$ 37,493,397	\$ 21,301,647	63.77%	\$30,925,871	59.45%
12	Instructional Resources	946,936	612,681	334,255	64.70%	553,413	56.38%
13	Staff Development	1,095,204	433,876	661,328	39.62%	463,968	53.81%
21	Instructional Administration	2,006,072	1,223,895	782,177	61.01%	1,021,042	54.11%
23	School Administration	4,650,202	2,799,324	1,850,878	60.20%	2,586,139	54.92%
31	Guidance & Counseling	3,932,443	2,850,066	1,082,377	72.48%	2,081,029	53.47%
32	Social Work Services	140,139	92,550	47,589	66.04%	82,853	52.24%
33	Health Services	922,045	578,804	343,241	62.77%	524,855	54.82%
34	Transportation	4,654,001	2,516,764	2,137,237	54.08%	2,419,159	56.31%
35	Food Service	90,000	52,500	37,500	58.33%	52,500	69.81%
36	Co-Curricular Account	2,491,177	1,550,785	940,392	62.25%	1,167,844	58.30%
41	General Administration	3,766,012	2,093,384	1,672,628	55.59%	2,087,485	55.94%
51	Plant & Maint. Operation	10,943,134	6,360,606	4,582,528	58.12%	6,269,019	57.17%
52	Security	659,853	476,737	183,116	72.25%	437,646	60.02%
53	Non-Inst. Data Processing	2,927,386	1,463,287	1,464,099	49.99%	1,661,876	60.56%
61	Community Services	421,600	196,573	225,027	46.63%	149,488	55.59%
81	Facilities/Construction	30,000	17,500	12,500	58.33%	17,500	75.56%
91	State Transfers	45,283,201	1,541	45,089,125	0.43%		0.00%
92	Incremental Cost WADA	300,000	194,076	274,489	8.50%	197,106	75.00%
93	SPED TRF-Regular Day	45,000	25,511	45,000	0.00%	44,008	100.00%
95	JJAEP Transfer Payments	15,000		15,000	0.00%		0.00%
99	Travis County Appraisal	570,000	432,750	137,250	75.92%	335,480	75.54%
Total Expenditures		\$ 144,684,449	\$ 61,466,606	\$ 83,219,384	42.48%	\$ 53,078,281	38.78%

Other Resources and (Uses)

7990	Other Resources	-	-	-	0.00%	-	0.00%
8990	Other Uses	-	-	-	0.00%	-	0.00%
8911	Transfers-Out	-	-	-	0.00%	-	0.00%
Total Resources & Uses		\$ -	\$ -	\$ -	0.00%	\$ -	0.00%

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ 2,857,373	\$ 74,375,454
3000	Beginning Fund Balance 9/1	\$ 47,501,838	
3000	Ending Fund Balance 8/31	\$ 50,359,211	
3590	Committed Fund Balance	\$ 565,513	
3600	Unassigned Fund Balance	\$ 49,793,698	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: March 31, 2022

<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	\$ 1,618,260	\$ 1,037,320	\$ 1,017,639	\$ 11,181,388	\$ 5,082,512	\$ 19,937,119
1103 Temporary Investments	\$ 130,196,348		\$ 12,445,612	25,643,154	113,780	168,398,894
Total Cash and Investments	\$ 131,814,608	\$ 1,037,320	\$ 13,463,251	\$ 36,824,542	\$ 5,196,292	\$ 188,336,013
Receivables:						
1210 Property Taxes-Current	\$ 3,052,666	\$ -	\$ 1,107,631	\$ -	\$ -	\$ 4,160,297
1220 Property Taxes-Delinquent	\$ 2,119,398	\$ -	\$ 754,292	\$ -	\$ -	2,873,690
1230 Allowance-Uncollected Taxes	\$ (868,808)	\$ -	\$ (279,355)	\$ -	\$ -	(1,148,163)
1240 Due From Federal Agencies	\$ 994,952	\$ 18,458	\$ -	\$ -	\$ -	1,013,410
1250 Sundry Receivables	\$ (1,275)	\$ 1,058	\$ -	\$ -	\$ -	(217)
1260 Due From Funds	\$ 434,009	\$ -	\$ -	\$ -	8,102	442,111
1280 Due From Other Funds Warehouse Items	\$ 1,121	\$ -	\$ -	\$ -	6,911,990	6,913,111
1290 Other Receivables	\$ -	\$ 3,370	\$ -	\$ -	\$ -	3,370
1300 Inventories, At Cost	\$ 74,864	\$ 293,160	\$ -	\$ -	\$ -	368,024
Total Receivables	\$ 5,806,927	\$ 316,046	\$ 1,582,568	\$ -	\$ 6,920,092	\$ 14,625,633
1400 Other Current Assets	\$ -	\$ -	\$ -	\$ -	269,407	269,407
Total Assets	\$ 137,621,535	\$ 1,353,366	\$ 15,045,819	\$ 36,824,542	\$ 12,385,791	\$ 203,231,053
Resources						
5010 Estimated Revenue	\$ 147,541,822	\$ 17,643,724	\$ 53,600,000	\$ 70,000	\$ 15,832,201	\$ 234,687,747
5030 Less: Realized Revenue	\$ 135,842,060	\$ 5,085,530	\$ 47,538,074	27,653	7,472,538	195,965,855
5000 Revenues to be Received	\$ 11,699,762	\$ 12,558,194	\$ 6,061,926	42,347	8,359,663	38,721,892
Total Assets & Resources	\$ 149,321,297	\$ 13,911,560	\$ 21,107,745	\$ 36,866,889	\$ 20,745,454	\$ 241,952,945
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 95,596	\$ 213,146	\$ -	\$ (40)	\$ 2,983	\$ 311,685
2160 Accrued Wages Payable	\$ 9,673,673	\$ 464,365	\$ -	8,706	107,489	10,254,233
2170 Due To Other Funds	\$ 1,321,066	\$ 25,430	\$ -	73,139	(158,191)	1,261,444
2180 Due To Other Govt's	\$ 510	\$ -	\$ 333	\$ -	\$ -	843
2190 Due To Student Groups	\$ -	\$ -	\$ -	\$ -	\$ -	-
2150 Payroll Deduct & Withhold	\$ -	\$ -	\$ -	\$ -	8,841,446	8,841,446
Total Current Payables	\$ 11,090,845	\$ 702,941	\$ 333	\$ 81,805	\$ 8,793,727	\$ 20,669,651
2210 Accrued Expenses	\$ -	\$ -	\$ -	318,082	1,066,715	1,384,797
2300 Deferred Revenue	\$ 4,653,398	\$ 318,953	\$ 1,592,825	\$ -	\$ -	6,565,176
2400 Payable From Restricted Assets	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Liabilities	\$ 15,744,243	\$ 1,021,894	\$ 1,593,158	\$ 399,887	\$ 9,860,442	\$ 28,619,624
Fund Equity						
6010 Appropriations	\$ 144,684,449	\$ 17,663,455	\$ 48,490,000	\$ 40,934,766	\$ 16,332,201	\$ 268,104,871
6050 Less: Expenditures	\$ (61,466,606)	\$ (6,275,545)	\$ (41,111,221)	(4,326,959)	(8,773,314)	(121,953,645)
6030 Encumbrances						-
Available Appropriations	\$ 83,217,843	\$ 11,387,910	\$ 7,378,779	\$ 36,607,807	\$ 7,558,887	\$ 146,151,226
4310 Reserve For Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	-
3600 Unassigned Fund Balance	\$ 49,793,698	\$ 1,501,756	\$ 12,135,808	(140,805)	3,326,125	66,616,582
3590 Committed Fund Balance - Accr. Leave	\$ 565,513	\$ -	\$ -	\$ -	\$ -	565,513
Total Liability & Fund Equity	\$ 149,321,297	\$ 13,911,560	\$ 21,107,745	\$ 36,866,889	\$ 20,745,454	\$ 241,952,945

SUMMARY OF TAX COLLECTIONS
AS OF MARCH 2022

2021-22 Original Tax Levy	\$ 182,820,518.94
Delinquent Taxes as of 8/31/2021	<u>3,790,302.00</u>
 Total Receivables for 2021-22	 \$ 186,610,820.94
Current Year Adjustments	(1,393,814.48)
Prior Year Adjustments	<u>(668,403.30)</u>
 Adjusted Receivables.....	 \$ 184,548,603.16
Total Net Collections To Date	<u>(177,773,175.47)</u>
 Outstanding Receivables as of 3/31/2022	 \$ <u>6,775,427.69</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	\$ 130,071,262.10	\$ 4,175,241.90	96.89%
Maintenance - Prior Year Tax	450,000.00	(61,054.98)	511,054.98	-13.57%
Maintenance - Penalties & Interest	<u>600,000.00</u>	<u>434,842.00</u>	<u>165,158.00</u>	<u>72.47%</u>
Sub-total	<u>\$ 135,296,504.00</u>	<u>\$ 130,445,049.12</u>	<u>\$ 4,851,454.88</u>	<u>96.41%</u>
 Debt Service - Current Tax	 \$ 52,800,000.00	 \$ 47,195,145.51	 \$ 5,604,854.49	 89.38%
Debt Service - Prior Year Tax	200,000.00	(21,247.10)	221,247.10	-10.62%
Debt Service - Penalties & Interest	<u>200,000.00</u>	<u>154,227.94</u>	<u>45,772.06</u>	<u>77.11%</u>
Sub-total	<u>\$ 53,200,000.00</u>	<u>\$ 47,328,126.35</u>	<u>\$ 5,871,873.65</u>	<u>88.96%</u>
Total Collections	<u>\$ 188,496,504.00</u>	<u>\$ 177,773,175.47</u>	<u>\$ 10,723,328.53</u>	<u>94.31%</u>

<u>Tax Collection Comparison with 2021-22: Adjusted Tax Roll</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>
Percent of Current Year Taxes Collected	97.71%	97.46%	97.81%
Percent of Total Taxes Collected	97.66%	97.84%	98.12%
Percent of Total Taxes and P & I Collected	97.99%	98.18%	98.43%

<u>Tax Collection Comparison with 2021-22: Original Tax Roll</u>			
Percent of Current Year Taxes Collected	96.96%	96.85%	97.17%
Percent of Total Taxes Collected	96.92%	97.22%	97.48%
Percent of Total Taxes and P & I Collected	97.24%	97.56%	97.79%

**Lake Travis ISD
2018 Bond Program Summary
March 31, 2022**

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	5,051,591.94	12,119.06
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	259,987,881.71	12,118.29

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,196,881.00	34,596,165.46	(399,284.46)
20 Elementary School #8	3,979,000.00	3,688,531.00	276,932.29	3,411,598.71
30 Secondary School #2	13,802,000.00	9,053,407.00	6,068,393.43	2,985,013.57
40 Middle School #3	75,980,710.00	79,786,275.00	77,294,785.41	2,491,489.59
50 FCA Projects	36,610,132.00	59,320,862.00	49,863,579.43	9,457,282.57
60/70 Small Renovation Improvements	16,927,133.00	14,015,202.00	11,337,523.39	2,677,678.61
Construction/Renovation	178,809,975.00	200,061,158.00	179,437,379.41	20,623,778.59
81 Instructional Materials & Equipment	5,707,000.00	5,639,300.00	3,278,642.37	2,360,657.63
82 Technology	29,901,700.00	25,937,510.00	23,535,640.91	2,401,869.09
83 Copy Machines	750,000.00	750,000.00	457,763.91	292,236.09
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	1,713,589.99	260,221.01
86 Transportation	13,300,000.00	10,983,059.00	7,590,436.51	3,392,622.49
87 District Furniture & Equipment	6,000,000.00	6,000,000.00	5,321,460.08	678,539.92
88 Police	0.00	400,000.00	353,170.06	46,829.94
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	2,211,929.48	988,066.52
97 LTMS Wastewater Expansion	0.00	800,000.00	64,495.70	735,504.30
Other Programs	74,190,025.00	59,938,842.00	47,753,427.58	12,185,414.42
Total 2018 Bond Program	253,000,000.00	260,000,000.00	227,190,806.99	32,809,193.01



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (Local)-Furniture for Lake Travis High School

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:

- Replacement of Furniture for Lake Travis High School Annex - \$702,168

BUDGET PROVISIONS

2018 Bond Program

RESOURCE PERSONNEL

Pam Sanchez –Assistant Superintendent of Business Services
Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

District Update on Accelerated Instruction

RECOMMENDED ACTION

For presentation only.

RATIONALE

Due to the learning loss that occurred because of the COVID-19 pandemic, the LTISD Curriculum and Instruction Department, campus leadership, and district leadership have collaboratively created a plan to offer accelerated instruction to meet the requirements of House Bill 4545. Accelerated instruction is offered at each campus through modifications to the master schedule, before and after school tutorials, and summer learning academy. During accelerated instruction, regular progress monitoring occurs.

BUDGET PROVISIONS

ESSER funding used for accelerated instruction

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent, Curriculum & Instruction
Carl McLendon - Director of Secondary Curriculum & Instruction
Lyndsae Benton - Director of Elementary Curriculum & Instruction

ATTACHMENTS

Presentation

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Cooperative Program Management Fees Report

RECOMMENDED ACTION

For presentation/discussion only.

RATIONALE

A law added by Acts 2007, 80th Legislature, requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Specifically, it states:

Sec. 44.0331. MANAGEMENT FEES UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS.

(a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.

(b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item.

(c) The commissioner may audit the written report described by Subsection (b).

The fees paid by Lake Travis ISD for cooperative purchasing contracts in FY 2020-21 are reported on the attachment.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez-Assistant Superintendent of Business Services

Cristy Soares-Director of Purchasing

ATTACHMENTS

Cooperative Program Management Fees Report

MEETING DATE

April 20, 2022

Cooperative Program Management Fees Report - 2020-2021

Organization	Fee	Reason for Fee	Rebates	Agreement
1 GPA	\$0.00	N/A	N/A	Yes
Allied States Coop - Region 19	\$0.00	N/A	N/A	Yes
Buy Board - TASB	\$0.00	Annual Membership Fee	Yes	Yes
Buy Board - TASB	\$10,024.99	Management Fees (net of rebates)	\$ 2,691.00	Yes
Choice Partners - Harris County Dept of Education (HCDE)	\$0.00	N/A	N/A	Yes
CTPA	\$150.00	Annual Membership Fee	N/A	Yes
Department of Information Resources (DIR)	\$0.00	N/A	N/A	No
E & I Cooperative Services	\$0.00	N/A	N/A	No
Educational Purchasing Interlocal Cooperative - Region 6	\$0.00	N/A	N/A	Yes
Equalis Group Purchasing Cooperative	\$0.00	N/A	N/A	Yes
National Cooperative Purchasing Alliance (NCPA)	\$0.00	N/A	N/A	Yes
Omnia Partners (US Communities)	\$0.00	N/A		Yes
PACE - Region 20	\$0.00	N/A	N/A	Yes
Sourcwell formerly NJPA	\$0.00	N/A	N/A	Yes
Texas 20	\$0.00	N/A	N/A	Yes
TIPS-USA - Region 8	\$0.00	N/A	N/A	Yes



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Technology Bond Expenditure Report

RECOMMENDED ACTION

For presentation/discussion only.

RATIONALE

The 2018 Bond Program provided funding for the purchase of technology items, such as classroom educational and instructional equipment, and infrastructure and operational equipment. Decisions about educational technology and infrastructure equipment, have been discussed, planned, and vetted with the district stakeholders and the District's Bond oversight committee. In accordance with Board Policy CH (Local), the following purchases were made via a cooperative purchasing program in the amount of \$100,000 or more, is required to be presented to the Board for notification:

All-in-one desktop computers, are being purchased to refresh LTMS and HBMS computer lab obsolete equipment. Additionally, Chromebooks are being purchased for increased enrollment of incoming 6th graders and incoming 9th graders in support of our secondary 1:1 program as well as to replace obsolete Chromebooks at the primary levels. This purchase will leverage the Texas DIR contract and volume purchase pricing from Dell for a total purchase price of \$1,099,833.36

Installation services for the above purchase; receiving, unboxing, warehousing; enrollment of Chromebooks; dynamic etching of serial numbers, district logo, and lost information; date/time specific deliveries to LTISD facilities; onsite deployment and configuration of those devices was also purchased via GTS Technology Solutions, Inc. This purchase leverages the Texas DIR contract and volume purchase pricing that reflect a total purchase price of \$137,302.96

BUDGET PROVISIONS

2018 Bond Program

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology and Information Services

ATTACHMENTS

None

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Proclamation – 2022 Instructional Materials Selection

RECOMMENDED ACTION

For presentation/discussion only. Action will be requested at the May 18, 2022 Board Meeting.

RATIONALE

The SBOE solicits bids for new instructional materials by issuing a proclamation. The proclamation identifies the subject areas scheduled for review and contains the content requirements (Texas Essential Knowledge and Skills, or TEKS). Proclamations are named for the year in which the materials are intended to be made available in the classroom. The adopted materials will be available for use beginning in the 2022-2023 school year.

Proclamation 2022 calls for instructional materials for the following subject areas:

- Health Education Grade 6
- Health Education Grades 7-8
- Health I Grades 9-12
- Health II Grades 9-12
- Physical Education Grades 9-12

Local authorities for each school district set their own policy for selecting the most appropriate instructional materials for their students. Upon making their decisions, school districts place their orders with the TEA. Adopted instructional materials are purchased with funds from the Instructional Materials Allotment.

The LTISD Instructional Materials Adoption Committee met and reached a consensus on recommendations for instructional materials. The recommendations are listed in the attachment “LTISD PE/Health Proclamation 2022 Instructional Materials Selection”.

BUDGET PROVISIONS

Instructional Materials Allotment

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent for Curriculum & Instruction

Carl McLendon - Director of Curriculum & Instruction - Secondary

ATTACHMENTS

LTISD PE/Health Proclamation 2022 Instructional Materials Selection

MEETING DATE

April 20, 2022

Proclamation 2022 List of Instructional Materials Adopted by State Board of Education

This report summarizes the official findings of the state review panels for materials adopted by the State Board of Education at its November 2021 meeting.

Subject: Health Education

Publisher	Title	Subject Area and Grade Level/Course	ISBN	TEKS Student %	TEKS Teacher %
Goodheart-Wilcox Publisher	<i>Texas Health Skills for Middle School - Online Learning Suite</i>	Health Education, Grade 6	9781683115281	100%	100%
Goodheart-Wilcox Publisher	<i>Texas Health Skills for Middle School - Online Learning Suite</i>	Health Education, Grades 7–8	9781683115281	100%	100%
Goodheart-Wilcox Publisher	<i>Texas Health Skills for High School - Online Learning Suite HEALTH I</i>	Health I	9781683115328	100%	100%
Goodheart-Wilcox Publisher	<i>Texas Health Skills for High School - Online Learning Suite HEALTH II</i>	Health II	9781683115328	100%	100%

Subject: Physical Education

Publisher	Title	Subject Area and Grade Level/Course	ISBN	TEKS Student %	TEKS Teacher %
Goodheart-Wilcox Publisher	<i>Texas Fitness and Wellness Skills - Digital Curriculum Center</i>	Lifetime Fitness and Wellness Pursuits	9781683115342	100%	100%



Proclamation 2022 Instructional Materials Selection	
Subject	Health Education Grades 6-8
Resource Title	Texas Health Skills for Middle School - Online Learning Suite
Publisher	Goodheart-Wilcox

Subject	Health I/II Grades 9-12
Resource Title	Texas Health Skills for High School - Online Learning Suite Health I/II
Publisher	Goodheart-Wilcox

Subject	Lifetime Fitness and Wellness Pursuits Grades 9-12
Resource Title	Texas Fitness and Wellness SkillsI - Digital Curriculum Center
Publisher	Goodheart-Wilcox

Comments:

These are the only state approved resources for the 2022 proclamation.

The Lifetime Fitness and Wellness Pursuits resource is only for teachers and does not include student resources.

Middle School PE/Health Instructional Materials Adoption Committee Members:

Michelle Webb, Teacher

Russell Budai, Teacher

Laura Truett, Teacher

Megan Kuehler, Teacher

Amanda Rule, Teacher

Mark Eilers, Teacher

Jennifer Lyon, Director

Carl McLendon, Director

High School PE/Health Instructional Materials Adoption Committee Members:

Brandace Boren, Teacher

Jennifer Lyon, Director

Carl McLendon, Director



Lake Travis ISD Health and PE Adoption Committee Selection

Proclamation 2022 Instructional Materials Selection	
Subject	Health Grades 6-8
Resource Title	Texas Health Skills for Middle School - Online Learning Suite Grades 6-8
Publisher	Goodheart-Wilcox Publisher

Comments:

The Middle School Health Instructional Adoption Committee chose Texas Health Skills for Middle School from Goodheart-Wilcox Publisher. It was the only TEA approved resource.

Middle School Health/PE Instructional Materials Adoption Committee Members:

Michelle Webb, Teacher

Russell Budai, Teacher

Jennifer Lyon, Director

Laura Truett, Teacher

Carl McLendon, Director

Meghan Kuehler, Teacher

Amanda Rule, Teacher

Mark Eilers, Teacher



Lake Travis ISD Health and PE Adoption Committee Selection

Proclamation 2022 Instructional Materials Selection	
Subject	Health Grades 9-12 and Physical Education Grades 9-12
Resource Title	Texas Health Skills for High School - Online Learning Suite Health I Texas Health Skills for High School - Online Learning Suite Health II Texas Fitness and Wellness Skills - Digital Curriculum Center
Publisher	Goodheart-Wilcox Publisher

24

Comments:

The High School Health and PE Instructional Adoption Committee chose Texas Health Skills for High School Health I and II, as well as Texas Fitness and Wellness Skills - Digital Curriculum Center from Goodheart-Wilcox Publisher. These were the only TEA approved resources.

High School Health/PE Instructional Materials Adoption Committee Members:

Brandace Boren, Teacher

Carl McLendon, Director

Jennifer Lyon, Director



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Instructional Materials Allotment – 2022-23 TEKS Certification

RECOMMENDED ACTION

For presentation/discussion only. Action will be requested at the May 18, 2022 meeting.

RATIONALE

Each year, the district superintendent, along with the president and secretary of the local board of trustees must certify the following:

1. That this district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
2. That for the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
3. That, upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's IMA (TEC §31.101).

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Assistant Superintendent for Curriculum and Instruction

Carl McLendon - Director of Curriculum and Instruction - Secondary

Lyndsaie Benton - Director of Curriculum and Instruction - Elementary

ATTACHMENTS

Instructional Materials Allotment – 2022-23 TEKS Certification Form

MEETING DATE

April 20, 2022

This document can be downloaded as a PDF to be brought to the board meeting. Once this survey is submitted by clicking "Next" at the bottom of this page, an Approval link with a response summary will be sent to the Superintendent email address provided in the survey.

Below is a summary of your responses

[Download PDF](#)

2022–2023 Allotment & TEKS Certification Form

In accordance with [TEC 31.04](#), school districts and charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters will be unable to order 2022–23 instructional materials through EMAT until the certification has been received by the Texas Education Agency (TEA).

Complete the form below, indicating the instructional materials the district has adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course.

Form Instructions:

The certification must be ratified by the LEA's board of trustees or governing body in an open, public-noticed meeting. The recommended steps are included below:

1. Gather information – Start by downloading a sample copy of the online survey to assist with collecting the information needed to complete the form. The form asks LEAs to indicate the instructional materials the LEA has adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course, and some additional questions about instructional materials and local adoption procedures.

2. Complete online form for approval - The superintendent may identify a district representative to complete this survey. This may be the instructional materials coordinator or another district representative. *Note: the form will not be considered finalized until the superintendent submits final approval.*

- At the end of the survey, click *Generate Response Summary* to download and print a PDF version of the completed form which will be needed to complete step 3.
- After the PDF is generated, click *Next* to submit the draft of the survey. This will

automatically send a copy of the survey to the superintendent's email address provided in the survey, with instructions for submitting final approval (step 4 below).

3. Obtain local board approval - The LEA may take the PDF version of the completed form to the board meeting to obtain approval. *Note: board signatures are not required to be uploaded or submitted, so LEAs should plan to maintain documentation at the local level.*

4. Superintendent to submit approved version - After the district representative completes the form, the superintendent will get an email requesting approval of the completed form. Using a link in the email, the superintendent may go into the form and make any changes to the draft based on the local board meeting. Once the form is completed accurately, the superintendent may select *Approve* on the last page of the survey to officially submit the LEA's response to TEA.

If you have any questions or concerns, please submit a [Help Desk Ticket](#) on the Instructional Materials and Implementation website.

Background Information

Enter your name below.

First and Last
Name

Carl McLendon

Enter your email address below.

Email

mclendonc@ltisidschools.org

Select the role that best describes your position at your district or charter.

- Instructional Materials Coordinator
- Curriculum Director**
- Principal
- Administrative Assistant
- Superintendent
- Other

Select your region and district from the list below.

ESC Region

ESC 13 - Austin

School Information

Enter the superintendent's name below.

First and Last Name

Paul Norton

Enter the superintendent's email address below.

Email

nortonp@ltisdschools.org

Enter the school board president's name below.

First and Last Name

John Aouelle

Enter the school board president's email address below.

Email

leadership@ltisdschools.org

Enter the date of the school board meeting at which the TEKS Certification Form will be presented and approved.

Date
(MM/DD/YYYY)

05/18/2022

Instructional Materials Information

What type of Tier 1 instructional materials (core materials made available to all students, used as the primary source of instruction, to meet the needs of all learners, and designed to cover 100% of the TEKS) does your district typically provide to teachers across grade levels and subject-areas? Choose the option(s) that best describes this for your district or charter.

Select all that apply.

- District-created materials following the TEKS Resource System
- District-created materials following district-created scope and sequence**
- Teacher-created materials following the TEKS Resource System scope and sequence
- Teacher-created materials following a district-created scope and sequence
- Publisher created materials following the publisher's scope and

- Publisher-created materials following the publisher's scope and sequence
- Publisher-created materials following the TEKS Resource System scope and sequence
- Publisher-created materials following district-created scope and sequence**
- Other

Has your district or charter ever used the Texas Resource Review (TRR) to make decisions about which instructional materials to use?

- Yes
- No**
- I am not familiar with what Texas Resource Review (TRR) is.

Indicate the level of importance your district places on the following characteristics when selecting instructional materials to use in your Pre-K/RLA/math/science/social studies classrooms.

	Not Important	Low Importance	Moderately Important	Very Important
Will be engaging or compelling to students	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Offer activities at appropriate level of challenge for students	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Are easy for teachers to implement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Are easy to adapt to meet all students' needs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Includes ample supports for English Learners	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Are aligned to the TEKS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Select the assessment platform (if any) your district leverages for unit/module, diagnostic, or interim, and for which type of assessments.

	Select the assessment(s) your district requires or encourages in the platform(s) below.				
	Interim	Diagnostic	Unit/Module	STAAR Interim	Other
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DMAC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DMAC	Interim	Diagnostic	Unit/Module	STAAR Interim	Other
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance Matters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter platform below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cambium					

The Children's Internet Protection Act

The **Children's Internet Protection Act** (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the [FCC website](#).)

It is the intent of the Legislature that the State Board of Education ensure that any instructional materials and technology purchased using funds disbursed from the State Instructional Materials and Technology Fund meet the requirements for certification under 47 U.S.C. Sections 254(h)(5)(B) and (C) to the extent the certification is applicable to those materials. (See [S.B. No. 1, General Appropriations Act, Eighty-seventh Legislature](#))

Does your district or charter have a filter or a monitor in place to ensure that students accessing digital instructional materials do not have access to obscene or harmful content?

- No
- Yes**

Phonics Products

Select the statement that best describes how phonics materials are used within your district?

- We select phonics material at the district-level, and all campuses are required to use the same phonics curriculum.
- We select phonics material at the district-level. These materials are available as a resource but is not required for use at each campus.
- We recommend a list of specific phonics material at the district-level. Campus leaders can select from this recommended list.**
- Campus leaders determine use of phonics material.
- Teachers determine use of phonics material and create or source their own materials.
- We do not currently have phonics material in our district.
- Other

Select the statement(s) that reflect(s) the type of phonics material used in your district.

Select all that apply

	For English Phonics Check all that apply	For Spanish Phonics Check all that apply
Our district uses a publisher-created phonics material as a part of the core RLA materials.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Our district uses a publisher-created phonics material as supplemental to the core RLA materials.	<input type="checkbox"/>	<input type="checkbox"/>
Our district uses district-created phonics material.	<input type="checkbox"/>	<input type="checkbox"/>
Teachers write their own phonics materials.	<input type="checkbox"/>	<input type="checkbox"/>
Our district uses the TEKS Resource System (TRS).	<input type="checkbox"/>	<input type="checkbox"/>

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **K–5 Phonics** instruction next school year to ensure coverage of 100% of the phonics-related TEKS.

If your district or charter does not use the materials listed, select "Other" and enter the Publisher, Title, and TEKS %, separated by a dash, in the text box.

	Check products used for grade K–5 phonics
95% Group	<input type="checkbox"/>
American Reading Company	<input type="checkbox"/>
Amplify - Amplify Texas Skills Unit (TEA Available Materials)	<input checked="" type="checkbox"/>
Amplify - Amplify Texas Core Product	<input checked="" type="checkbox"/>
Amplify Education CKLA	<input type="checkbox"/>
Benchmark Education Company - Benchmark Phonics	<input type="checkbox"/>
Catawaba Press - Puzzle Piece Phonics	<input type="checkbox"/>

Check products used for grade K–5
phonics

Center for the Collaborative Classroom - Collaborative Literacy



EDUSPARK - Lengua, Ritmo, y Cultura



Esperanza/Valley Speech



Estrellita, Inc. - Accelerated Spanish Reading Program



Express Readers Foundational Reading Program



FlyLeaf



Go Phonics



Heinemann - Fountas & Pinnell



Heinemann - Units of Study



HMH - Arriba la lectura



HMH - Into Reading



HMH - Saxon Phonics & Spelling



InterEthnic, LLC - Alphabet Harbor Phonics



IStation - Istation Reading



IStation - Istation Reading en Espanol



Jolly Learning - Jolly Phonics



Jossey-Bass - Phonics Pathways



Kinestemus - Kinestem Program



Learning A–Z - Raz Plus



Learning Dynamics



Letterland International Ltd. - Letterland



Lexia Learning Systems, LLC - Lexia® Core5® Reading



LifeLong Readers



Lucy Calkins - Units of Study for Teaching Phonics



Grades	Check products used for grade K–5
McGraw Hill - Open Court Reading	<input type="checkbox"/> phonics
McGraw Hill - Reading Mastery	<input type="checkbox"/>
McGraw Hill - Texas Maravillas	<input type="checkbox"/>
McGraw Hill - Texas Wonders	<input type="checkbox"/>
Mondo (Carnegie) - Bookshop Fonetica	<input type="checkbox"/>
Nessy	<input type="checkbox"/>
Neuhaus Education Center - Basic Language Skills	<input type="checkbox"/>
Neuhaus Education Center - Reading Readiness	<input type="checkbox"/>
Neuhaus Education Center - Scientific Spelling	<input type="checkbox"/>
NINE Enterprises - Johnny Can Spell	<input type="checkbox"/>
Open Up Resources - Differentiated Instruction Block	<input type="checkbox"/>
Open Up Resources - EL Education Foundational Skills Block	<input type="checkbox"/>
Paradigm - Alpha Phonics	<input type="checkbox"/>
Phyllis Schlafly - Turbo Reader	<input type="checkbox"/>
Play and Talk International - Play and Talk	<input type="checkbox"/>
Puzzle Piece Phonics	<input type="checkbox"/>
Reading Horizons - Discovery	<input type="checkbox"/>
Really Great Reading Company, LLC - Phonics Suite	<input type="checkbox"/>
Rosen - LevelUP	<input type="checkbox"/>
Savvas Learning Company - Savvas Essentials: Foundational Reading	<input type="checkbox"/>
Savvas Learning Company - Texas mi Vision Lectura	<input type="checkbox"/>
Savvas Learning Company - Texas myView Literacy	<input type="checkbox"/>
Savvas Learning Company - Words Their Way	<input type="checkbox"/>

School Specialty - Alphabetic Phonics

Check products used for grade K–5 phonics

Wilson - Foundations

Zaner-Bloser - SuperKids

Zoo Phonics

N/A

Our district does not use phonics materials

Other

Enter the product as "*Publisher - Title*"

Other

Enter the product as "*Publisher - Title*"

Other

Enter the product as "*Publisher - Title*"

For each content area and grade level below, enter the approximate number of instructional minutes in a given day that your district spends teaching RLA, for each language.

**Note that "Core" should account for all RLA instruction components, including phonics.*

	Phonics			
	Grade K	Grade 1	Grade 2	Grade 3 (if applicable)
English	20	20	20	10
Spanish	20	20	20	10
Other Languages				

	Core RLA					
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
English	130	125	120	115	115	115
Spanish	130	125	120	115	115	115

Other Languages

Core RLA					
Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5

Would you request all phonics products listed previously and/or other products used by Texas educators be reviewed for quality?

Select all that apply.

Request that all phonics materials listed previously receive quality reviews

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Fundations

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Really Great Reading Blast

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

RLA Products

Does your district or charter allow RLA instructional materials decisions to be made at the school level?

Yes, school leaders decide on which RLA instructional materials are used (with or without district recommendations).

No, RLA instructional materials are a district-level decision.

TEKS percentages have already been determined for the K–5 English RLA products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %					
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
American Reading Company - American Reading Company	92.86	93.33	95.16	98.46	96.86	93.65
Amplify - Amplify Texas (THI Program)	100	100	100	100	100	100

Amplify - Amplify Education CKLA	94.64	93.33	80.65	90.77	98.41	94.64
Center for the Collaborative Classroom - Collaborative Literacy	76.79	78.33	72.58	81.54	85.71	80.95
HMH - Texas Houghton Mifflin Harcourt Into Reading	100	100	100	100	100	100
Imagination Station, Inc./istation - Istation Reading	94.64	96.67	98.39	100	93.65	100
Learning A-Z, LLC. - Raz-Plus ELL Edition	92.86	98.33	100	67.69	93.65	85.71
McGraw-Hill School Division - Texas Wonders	100	100	100	100	100	100
Savvas (formerly Pearson Education) - Texas myView Literacy	100	100	100	100	100	100

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **K–5 English RLA** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used for grade K–5 English RLA

N/A -

We do not use RLA materials for these grades

American Reading Company -

American Reading Company (ARC)

Amplify -

Amplify Texas Elementary Literacy Program (TEA Available Materials)

Amplify -

Amplify Education CKLA

Center for the Collaborative Classroom

- Collaborative Literacy

HMH -

Texas Houghton Mifflin Harcourt Into Reading

Imagination Station, Inc./istation -

Istation Reading

Learning A-Z, LLC. -

Raz-Plus ELL Edition

McGraw-Hill School Division

- Texas Wonders

Savas (formerly Pearson Education)

Check the product(s) used for grade K–5 English RLA

-
Texas myView Literacy

StrongMind -

Texas English Language
Arts

The College Board -

SpringBoard, English Language Arts, 2020 Texas
Edition

ThinkCERCA -

ThinkCERCA, Texas Edition

Other

(Enter as "Publisher -
Title")

Lexia

Other

(Enter as "Publisher -
Title")

Edmentum

Other

(Enter as "Publisher -
Title")

Does your district use the selected materials to cover 100% of the English K–5 RLA TEKS?

Yes

No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the K–5 Spanish RLA products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %					
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
American Reading Company - ARC Core en Espanol	93.62	94.12	96.77	-	-	-
EDUSPARK, INC. - Lengua, Ritmo y Cultura KIT	100 37	100	-	-	100	98.44
HMH - Texas Houghton Mifflin Harcourt ¡Arriba la lectura!	100	100	100	100	100	100
Imagination Station, Inc./istation -	78.79	90.00	91.07	92.19	93.75	78.79

Istation Reading en Espanol						
McGraw-Hill School Division - Texas Maravillas	100	100	100	100	100	100
Savvas (formerly Pearson Education) - Texas miVisión Lectura, Grade	100	100	100	100	100	100
Vista Higher Learning - Listos! + Antologias	70.21	54.90	69.29	86.36	62.50	75.00

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **K–5 Spanish RLA** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in a separate question.*

Check the product(s) used for grade K–5 Spanish RLA

N/A -

We do not use Spanish RLA materials for these grades

American Reading Company

-
ARC Core en Espanol

Amplify -

Amplify Texas Lectoescritura en Espanol (TEA Available Materials)

EDUSPARK, INC. -

Lengua, Ritmo y Cultura KIT

HMH -

Texas Houghton Mifflin Harcourt ¡Arriba la lectura!

Imagination Station, Inc./Istation -

Istation Reading en Espanol

McGraw-Hill School Division

-
Texas Maravillas

Savvas (formerly Pearson Education)

-
Texas miVisión Lectura

Vista Higher Learning -

Listos! + Antologias

Other

(Enter as "Publisher - Title")

Edmentum 38

Other

(Enter as "Publisher - Title")

Check the product(s) used for grade K–5 Spanish RLA

Other

(Enter as "Publisher - Title")

Does your district use the selected materials to cover 100% of the Spanish K–5 RLA TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 6–8 English RLA products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %		
	Grade 6	Grade 7	Grade 8
EMC Publishing, LLC. - Mirrors & Windows: Connecting with Literature	100	100	100
HMH - Texas Houghton Mifflin Harcourt Into Literature	100	100	100
Imagination Station, Inc./istation - Istation Reading	96.83	100	87.50
McGraw-Hill School Division - Texas StudySync	100	100	100
Perfection Learning Corporation - Texas Connections	100	100	100
Savvas (formerly Pearson Education) - myPerspectives Texas English Language Arts	100	100	100
StrongMind - Texas English Language Arts	80.95	82.54	81.25
The College Board - SpringBoard, English Language Arts, 2020 Texas Edition	100	100	100
ThinkCERCA - ThinkCERCA, Texas Edition	93.65	93.65	93.75

Select which materials teachers in your district or charter will regularly use

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **6–8 English RLA** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used for grade 6–8 RLA

N/A -

We do not use RLA materials for these grades

Amplify -

Amplify ELAR Texas (TEA Available Materials)

EMC Publishing, LLC. -

Mirrors & Windows: Connecting with Literature

HMH -

Texas Houghton Mifflin Harcourt Into Literature

Imagination Station, Inc./Istation -

Istation Reading

McGraw-Hill School Division -

Texas StudySync

Perfection Learning Corporation -

Texas Connections

Savvas (formerly Pearson Education) -

myPerspectives Texas English Language Arts

StrongMind -

Texas English Language Arts

The College Board -

SpringBoard, English Language Arts, 2020 Texas Edition

ThinkCERCA -

ThinkCERCA, Texas Edition

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Does your district use the selected materials to cover 100% of the 6–8 RLA TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 9–12 English RLA products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %			
	English I	English II	English III	English IV
Bedford, Freeman and Worth Publishing Group - Foundations of Language and Literature	98.39	82.26	-	-
BetterRhetor Resources, LLC. - College-Ready Writing Essentials	-	-	57.81	57.81
EMC Publishing, LLC. - Mirrors & Windows: Connecting with Literature	100	100	100	100
HMH - HMH Into Literature Texas	100	100	100	100
McGraw-Hill School Division - StudySync Texas	100	100	100	100
Savvas (formerly Pearson Education, Inc.) - myPerspectives Texas English Language Arts	100	100	100	100
Perfection Learning Corporation - Texas Connections	100	100	100	100
Shmoop University, Inc. - ELA: Introduction to Literature	87.10	85.48	78.13	95.31
Strong Mind - Texas English Language Arts	100	100	98.44	100
The College Board - SpringBoard, English Language Arts, Texas Edition	100	100	100	100

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **9–12 English RLA** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used for grade 9–12

We do not use RLA materials for these grades

RLA

Bedford, Freeman and Worth Publishing Group

-
Foundations of Language and Literature

BetterRhetor Resources, LLC.

-
College-Ready Writing Essentials

EMC Publishing, LLC. -

Mirrors & Windows: Connecting with Literature

HMH -

HMH Into Literature Texas

McGraw-Hill School Division

-
StudySync Texas

Odell Education-

Odell Texas High School Literacy

Perfection Learning Corporation

-
Texas Connections

Savvas (formerly Pearson Education, Inc.)

-
myPerspectives Texas English Language Arts

Shmoop University, Inc. -

ELA: Introduction to Literature

Strong Mind -

Texas English Language Arts

The College Board -

SpringBoard, English Language Arts, Texas Edition

Other

(Enter as "Publisher - Title")

Edgenuity

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Does your district use the selected materials to cover 100% of the 9–12 RLA TEKS?

● Yes

○ No, we use supplemental materials to cover the TEKS.

RLA Supplemental Products

Select which additional and/or supplemental instructional materials (beyond core, Tier 1 curricular materials) that teachers in your district or charter will likely regularly use (once a week or more on average) for each grade band of **K–12 RLA** instruction next school year.

	Grade K–5	Grade 6–8	Grade 9–12
N/A - We do not use supplemental materials RLA for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Locally Developed Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teacher-created materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teachers Pay Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify Reading Texas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Benchmark Education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BrainPop!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Heinemann	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IXL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kahoot!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lucy Calkins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renaissance Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ThinkUp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YouTube	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Writers' Workshop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	43	<input type="checkbox"/>

Other

Other
(Enter as "Publisher - Title")

Grade K-5

Grade 6-8

Grade 9-12

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Would you request all RLA products listed previously and/or other products used by Texas educators be reviewed for quality?

Request that all RLA materials listed above receive quality reviews

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Math Products

Does your district or charter allow math instructional materials decisions to be made at the school level?

Yes, school leaders decide on which Math instructional materials are used (with or without district recommendations).

No, Math instructional materials are a district-level decision.

TEKS percentages have already been determined for the K–5 math products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %					
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Accelerate Learning - STEMscopes Texas Math	100	100	100	100	100	100
HMH - Texas Go Math!	100	100	100	100	100	100
HMH - Texas Go Math! (Spanish)	100	100	100	100	100	100
Origo Education - Stepping Stones	88.89	92	88	88.68	90.57	80.43
Origo Education - Stepping Stones (Spanish)	88.89	92	88	88.68	90.57	80.43
Savvas (formerly Person Education, Inc.) - enVisionMATH Texas 2.0	100	100	100	100	100	100
Savvas (formerly Person Education, Inc.) - enVisionMATH Texas 2.0 en español	100	100	100	100	100	100
TPS Publishing - Creative Mathematics Curriculum	72.22	68	86	94.34	90.57	78.26

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for K–5 math instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used for grade K–5 math

N/A -

We do not use Math materials for this grade

Accelerate Learning -
STEMscopes Texas Math

Great Minds-
Eureka Math TEKS Edition

HMH -
Texas Go
Math!

45

HMH -
Texas Go Math!

Texas 2.0 math.
(Spanish)

Check the product(s) used for grade
K–5 math

Origo Education

-
Stepping Stones

Origo Education -
Stepping Stones
(Spanish)

Savvas (formerly Person Education, Inc.)

-
enVisionMATH Texas 2.0

Savvas (formerly Person Education, Inc.)

-
enVisionMATH Texas 2.0 en español

TPS Publishing -
Creative Mathematics Curriculum

Other
(Enter as "Publisher -
Title")

Edmentum

Other
(Enter as "Publisher -
Title")

Zearn

Other
(Enter as "Publisher -
Title")

Study Island

Does your district use the selected materials to cover 100% of the K–5 math TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 6–8 math products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %		
	Grade 6	Grade 7	Grade 8
Agile Mind -	-	86	75

Agile Mind Mathematics			
Carnegie Learning - Texas Middle School Math	100	100	100
Edusmart - Math Texas	100	100	100
HMH - Texas Go Math!	100	100	100
McGraw-Hill - Texas Math	100	100	100
Savvas (formerly Pearson Education, Inc.) - digits, Texas Edition	100	100	100
Texas State University - Math Explorations Part 1–3	94.92	98	94.23
The College Board - SpringBoard Mathematics, Course 1–3	100	100	100
TPS Publishing - Creative Mathematics Curriculum	54.24	76	82.69

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **6–8 math** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used for grade 6–8 math

N/A -

We do not use Math materials for this grade

Agile Mind -

Agile Mind Mathematics

Carnegie Learning -

Texas Middle School Math

Edusmart -

Math Texas

HMH -

Texas Go Math!

McGraw-Hill -

Texas Math

Savvas (formerly Pearson Education, Inc.)

- digits, Texas Edition

Texas State University -

Math Explorations Part 1–

3

The College Board -

SpringBoard Mathematics, Course 1–

3

TPS Publishing -

Creative Mathematics

Curriculum

Other

(Enter as "Publisher - Title")

Big Ideas Learning

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Does your district use the selected materials to cover 100% of the 6–8 math TEKS?

Yes

No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 9–12 math products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %			
	Algebra 1	Algebra 2	Geometry	PreCalculus
Agile Mind - Algebra 1	100	100	100	98.21
BFW Publishing - Sapling Learning 48	100	-	100	-
Big Ideas Learning - Big Ideas Learning Math	100	-	100	-

Carnegie Learning - Texas Algebra 1/Algebra 2/Geometry	100	100	100	-
Cengage Learning - PreCalculus + Limits				55.36
CORD Communications - Algebra 2	-	100	-	-
HMH - HMH Algebra 1/Algebra 2/Geometry	100	100	100	-
Kendall/Hunt Publishing Company - Precalculus with Trigonometry	-	-	-	76.79
McGraw-Hill - Texas Algebra 1/Algebra 2/Geometry/Precalculus	100	100	100	100
Sapling Learning - Algebra 2	-	100	-	-
Savvas (formerly Pearson Education, Inc.) - Texas Algebra 1/Algebra 2/Geometry/Precalculus	100	100	100	100
The College Board - SpringBoard Mathematics	100	98.18	100	78.57

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **9–12 math** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used
for grade 9–12 math

N/A -

We do not use Math materials for this grade

Agile Mind

-
Algebra 1

BFW Publishing -
Sapling Learning

Big Ideas Learning -
Big Ideas Learning
Math

Carnegie Learning -
Texas Algebra 1/Algebra
2/Geometry

Cengage Learning -
PreCalculus + Limits

49

CORD Communications -
Algebra 2

HMH -
HMH Algebra 1/Algebra
2/Geometry

Check the product(s) used
for grade 9–12 math

Kendall/Hunt Publishing Company -
Precalculus with Trigonometry

McGraw-Hill -
Texas Algebra 1/Algebra
2/Geometry/Precalculus

Sapling Learning -
Algebra 2

Savvas (formerly Pearson Education, Inc.)-
Texas Algebra 1/Algebra
2/Geometry/Precalculus

The College Board -
SpringBoard Mathematics

Other
(Enter as "Publisher -
Title")

Other
(Enter as "Publisher -
Title")

Other
(Enter as "Publisher -
Title")

Does your district use the selected materials to cover 100% of the 9–12 math TEKS?

Yes

No, we use supplemental materials to cover the TEKS.

Math Supplemental Products

Select which additional and/or supplemental blended learning products teachers in your district or charter will likely regularly use (once a week or more on average) for each grade band of K–12 math instruction next school

Grade K-5

Grade 6-8

Grade 9-12

N/A-
We do not use a blended
learning model in math
for this grade band

50

Zearn

	Grade K-5	Grade 6-8	Grade 9-12
ST Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MATHia (by Carnegie Learning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dreambox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagine Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iReady	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IXL Math	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Teach to One	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iStation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="Study Island"/>			
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			

Select which additional and/or supplemental instructional materials (beyond core, Tier 1 curricular materials) that teachers in your district or charter will likely regularly use (once a week or more on average) for each grade band of **K–12 math** instruction next school year.

	Grade K–5	Grade 6–8	Grade 9–12
N/A - We do not use supplemental math materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Locally Developed Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teacher-created materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teachers Pay Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BrainPop!	<input checked="" type="checkbox"/> 51	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Freckle Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IXL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Grade K-5	Grade 6-8	Grade 9-12
Kahoot!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MATHia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ST Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ThinkUp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YouTube	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Zearn Math	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="Edmentum - My Path"/>			
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="text" value="Edgenuity"/>			
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			
Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			

Would you request all math products listed previously and/or other products used by Texas educators be reviewed for quality?

Request that all math materials listed above receive quality reviews

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

- Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Social Studies Products

Does your district or charter allow social studies instructional materials decisions to be made at the school level?

- Yes, school leaders decide on which Social Studies instructional materials are used (with or without district recommendations).**
- No, Social studies instructional materials are district-level decision.

TEKS percentages have already been determined for the K–5 social studies products listed in the table below, and these products have been pre-populated as options in the proceeding question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %					
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
American Legacy Publishing dba Studies Weekly - Texas/USA Studies Weekly	81.58	64.71	77.19	76.27	81.25	67.9
American Legacy Publishing dba Studies Weekly - Texas/USA Studies Weekly (Spanish)	78.95	72.55	66.67	69.49	100	65.43
Nystrom Education Social Studies School Service - Exploring Where and Why; Stratalogica	86.84	76.47	78.95	77.97	-	-
Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies	100	100	100	100	100	100
Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies en español (Spanish)	100	100	100	100	100	100

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for each grade level of **K–5 social studies** instruction next school year to ensure coverage of 100% of the TEKS.

⁵³
**Note: You have the opportunity to provide information on supplemental materials in the proceeding question.*

N/A -

We do not use social studies materials for this grade

American Legacy Publishing dba Studies Weekly

- Texas/USA Studies Weekly

American Legacy Publishing dba Studies Weekly -

Texas/USA Studies Weekly (Spanish)

Nystrom Education | Social Studies School Service

- Exploring Where and Why; Stratalogica

Savvas (formerly Pearson Education, Inc.)

- Texas MyWorld Social Studies

Savvas (formerly Pearson Education, Inc.) -

Texas MyWorld Social Studies en español (Spanish)

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Does your district use the selected materials to cover 100% of the K–5 social studies TEKS?

Yes

No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 6–8 social studies products listed in the table below, and these products have been pre-populated as options in the proceeding question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %
-------------------	--------

	Grade 6 World Geo	Grade 7 TX History	Grade 8 US History
Cengage Learning, Inc./National Geographic Learning - World Cultures and Geography, MYNGCONNECT	100	-	-
Discovery Education, Inc. - Discovery Education Social Studies Techbook	100	-	100
HMH - World Studies/Texas History/US History	100	100	100
McGraw-Hill School Education LLC - World Cultures and Geography/Texas History/US History	100	100	100
Savvas (formerly Pearson Education, Inc.) - Texas Contemporary World Cultures/Texas History/US History	100	100	100
Social Studies School Service - Active Classroom: Global Studies; Geography/US History	76.83	-	100

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for each grade level of **6–8 social studies** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the proceeding question.*

Check the product(s) used for grade
6–8 social studies

N/A -

We do not use social studies materials for this grade

Cengage Learning, Inc./National Geographic Learning

-
World Cultures and Geography, MYNGCONNECT

Discovery Education, Inc. -

Discovery Education Social Studies
Techbook

HMH -

World Studies/Texas History/US
History

McGraw-Hill School Education LLC -

World Cultures and Geography/Texas History/US
History

Savvas (formerly Pearson Education, Inc.)-

Texas Contemporary World Cultures/Texas History/US
History

Social Studies School Service -

Active Classroom: Global Studies; Geography/US
History

History
Other
 (Enter as "Publisher - Title")

Lead4ward

Other
 (Enter as "Publisher - Title")

OpenStax

Other
 (Enter as "Publisher - Title")

Check the product(s) used for grade 6–8 social studies



Does your district use the selected materials to cover 100% of the 6–8 social studies TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 9–12 social studies products listed in the table below, and these products have been pre-populated as options in the proceeding question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %			
	US Govt.	US History	World Geography	World History
Discovery Education, Inc. - Discovery Education Social Studies Techbook	-	100	-	-
HMH - HMH The Americans/World Geography/World History	-	100	100	100
McGraw-Hill School Education LLC - United States Government/US History/World Geography/World History	100	100	100	100
Savvas (formerly Pearson Education, Inc.) - Texas Magruder's American Government/US History/World History	100	100	-	-
Perfection Learning - Basic Principles of American Government	100	-	-	-
Social Studies School Service - Active Classroom: Government/Civics/US History/Global Studies/Geography/World History	86.25	90	79.1	100
WorldView Software - U.S. Government: An Interactive Approach	100	-	-	-

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for each grade level of **9–12 social studies** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the proceeding question.*

Check the product(s) used for grade 9–12 social studies

N/A -
We do not use social studies materials for this grade

Discovery Education, Inc. -
Discovery Education Social Studies Techbook

HMH -
HMH The Americans/World Geography/World History

McGraw-Hill School Education LLC -
United States Government/US History/World Geography/World History

Savvas (formerly Pearson Education, Inc.)-
Texas Magruder's American Government/US History/World History

Perfection Learning -
Basic Principles of American Government

Social Studies School Service -
Active Classroom: Government/Civics/US History/Global Studies/Geography/World History

WorldView Software -
U.S. Government: An Interactive Approach

Other
(Enter as "Publisher - Title")

Lead4ward

Other
(Enter as "Publisher - Title")

Other
(Enter as "Publisher - Title")

Does your district use the selected materials to cover 100% of the 9–12 social studies TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

Supplemental Social Studies Products

Select which additional and/or supplemental instructional materials (beyond core, Tier 1 curricular materials) that teachers in your district or charter will likely regularly use (once a week or more on average) for each grade level of **K–12 social studies** instruction next school year.

	Grade K–5	Grade 6–8	Grade 9–12
N/A - We do not use supplemental social studies materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Locally Developed Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teacher-created materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teachers Pay Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BrainPop!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
IXL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kahoot!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Newsela	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Studies Alive!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Studies Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ThinkUp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YouTube	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input style="width: 100%;" type="text" value="Flocabulary"/>			
Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input style="width: 100%;" type="text" value="Pebble Go"/>			

(Enter as "Publisher - Title")

Grade K-5

Grade 6-8

Grade 9-12

Discovery Ed

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Would you request all social studies products listed previously and/or other products used by Texas educators be reviewed for quality?

Request that all social studies materials listed above receive quality reviews

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Science Products

Does your district or charter allow science instructional materials decisions to be made at the school level?

Yes, school leaders decide on which science instructional materials are used (with or without district recommendations).

No, Science instructional materials are a district-level decision.

TEKS percentages have already been determined for the K-5 science products listed in the table below, and these products have been pre-

products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %					
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Adaptive Curriculum - AC Science Grade	-	-	-	-	-	100
Delta Education LLC - FOSS Texas Edition	100	100	100	100	100	100
Delta Education LLC - FOSS Texas Edition, Spanish	-	100	-	-	-	-
Discovery Education, Inc. - Discovery Education Science Techbook	100	100	100	100	100	100
Edumatics Corporation - Edusmart Science Texas	100	100	100	97.14	100	100
HMH - Texas ScienceFusion	100	100	100	100	100	100
HMH - Texas ScienceFusion (Spanish)	100	100	100	100	100	100
Knowing Science LLC - Core Science Curriculum and STEM Kit	100	69.7	80	-	50	-
L.J. Create - SciTEX Living With Science	100	100	100	100	100	100
LAZEL, Inc. dba ExploreLearning - ExploreLearning Science Gizmos	-	-	-	-	-	63.16
Millmark Education Corporation, Inc. - CL Digital Online Curriculum, TX	-	-	57.14	77.14	84.38	100
Savvas (formerly Pearson Education) - Texas Interactive Science	100	100	100	100	100	100
Savvas (formerly Pearson Education) - Texas Interactive Science en español	100	100	100	100	100	100
STEMscopes, Incorporated - STEMscopes 2.0	100	100	100	100	100	100
TPS Publishing Inc - Creative Science Curriculum	96.77	96.97	100	100	100	89.47
VSCHOOLZ, Inc. - VSCHOOLZ	60	60	60	60	60	60
Zingy Learning - Zingy Science Texas	-	-	-	52.63	52.63	52.63
Zingy Learning - Zingy Science Texas (Spanish)	-	-	-	60.53	60.53	60.53

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **K–5 science** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the*

Note: You have the opportunity to provide information on supplemental materials in the following question.

Check the product(s) used for grade K–5 science

N/A -

We do not use science materials for these grades

Adaptive Curriculum

-
AC Science

Delta Education LLC

-
FOSS Texas Edition

Delta Education LLC -

FOSS Texas Edition
(Spanish)

Discovery Education, Inc. -

Discovery Education Science
Techbook

Edumatics Corporation

-
Edusmart Science Texas

Edumatics Corporation -

Edusmart Science Texas
(Spanish)

Great Minds-

PhD Science TEKS Edition

HMH -

Texas ScienceFusion

HMH -

Texas ScienceFusion
(Spanish)

Knowing Science LLC -

Core Science
Curriculum

L.J. Create -

SciTEX Living With Science

LAZEL, Inc. dba ExploreLearning

-
ExploreLearning Science Gizmos

Millmark Education Corporation, Inc.

-
CL Digital Online Curriculum

Savvas (formerly Pearson Education, Inc.)

-
Texas Interactive Science

Savvas (formerly Pearson Education, Inc.)

-
Texas Interactive Science en español

STEMscopes, Incorporated

STEMscopes 2.0

TPS Publishing Inc -

Creative Science Curriculum with STEM, Literacy and Arts Texas Edition

VSCHOOLZ, Inc. -

VSCHOOLZ

Zingy Learning -

Zingy Science Texas

Zingy Learning -

Zingy Science Texas (Spanish)

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Other

(Enter as "Publisher - Title")

Check the product(s) used for grade K–5 science

Does your district use the selected materials to cover 100% of the K–5 science TEKS?

Yes

No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 6–8 science products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %		
	Grade 6	Grade 7	Grade 8
Achieve3000, Inc - eScience3000 Grade	100	100	100
Adaptive Curriculum			

Adaptive Curriculum - AC Science Grade	100	100	100
CPO Science - CPO Science Texas	100	100	100
Discovery Education, Inc. - Discovery Education Science Techbook	100	100	100
Edumatics Corporation - Edusmart Science Texas	100	100	100
HMH - Texas ScienceFusion Grade	100	100	100
L.J. Create - SciTEX	100	100	100
LAB-AIDS Inc - Science Texas Edition	100	100	100
LAZEL, Inc. dba ExploreLearning - ExploreLearning Science Gizmos	60.47	61.36	62.5
McGraw-Hill Education - Texas Glencoe iScience	100	100	100
Millmark Education Corporation, Inc. - CL Curriculum	88.37	88.37	88.37
Savvas (formerly Pearson Education, Inc) - Texas Interactive Science	100	100	100
STEMscopes, Incorporated - STEMscopes 2.0	100	100	100
TPS Publishing Inc - Creative Science Curriculum	88.37	75	92.5
VSCHOOLZ, Inc. - VSCHOOLZ	60	60	60
Zingy Learning - Zingy Science Texas 6-8	76.74	-	55

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **6–8 science** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide ⁶³information on supplemental materials in the following question.*

Check the product(s) used for grade 6–8

science

N/A -

We do not use science materials for these grades

Achieve3000, Inc

-
eScience3000

Adaptive Curriculum

-
AC Science

CPO Science -

CPO Science Texas

Discovery Education, Inc. -

Discovery Education Science
Techbook

Edumatics Corporation

-
Edusmart Science Texas

HMH -

Texas ScienceFusion

L.J. Create -

SciTEX

LAB-AIDS Inc -

Science Texas Edition

LAZEL, Inc. dba ExploreLearning

-
ExploreLearning Science Gizmos

McGraw-Hill Education

-
Texas Glencoe iScience

Millmark Education Corporation, Inc.

-
CL Curriculum

Savvas (formerly Pearson Education, Inc.)

-
Texas Interactive Science

STEMscopes, Incorporated -

STEMscopes 2.0

TPS Publishing Inc -

Creative Science Curriculum with STEM, Literacy
and Arts Texas Edition

VSCHOOLZ, Inc. -

VSCHOOLZ

Zingy Learning -

Zingy Science Texas

Other

(Enter as "Publisher -
Title")

Check the product(s) used for grade 6–8 science

Other

(Enter as "Publisher - Title")

**Other**

(Enter as "Publisher - Title")



Does your district use the selected materials to cover 100% of the 6–8 Science TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

TEKS percentages have already been determined for the 9–12 science products listed in the table below, and these products have been pre-populated as options in the following question. If your district is using products not already listed, you will enter the publisher, title, and TEKS % in the "Other" field.

Publisher - Title	TEKS %			
	Biology	Chemistry	Integrated Physics and Chemistry	Physics
Adaptive Curriculum - AC Science Biology/Chemistry/IPC/Physics	100	100	100	100
Bedford, Freeman and Worth Publishing Group - Living by Chemistry	-	100	-	-
Agile Mind Educational Holdings, Inc. - Agile Mind Biology	94.83	-	-	-
Discovery Education, Inc. - Discovery Education Science Techbook	100	100	100	-
Edumatics Corporation - Edusmart Science Texas - Biology	100	-	-	-
Ergopedia, Inc. - Essential Physics	-	-	-	100
HMH - Texas Biology/Modern Chemistry/Physics	100	100	-	100
L.J. Create - S. TEX	100	100	100	100

SCITEX				
LAB-AIDS Inc - Science and Global Issues - Biology Units	94.83	-	-	-
LAB-AIDS Inc - A Natural Approach to Chemistry	-	100	-	-
LAZEL, Inc. dba ExploreLearning - ExploreLearning Science Gizmos	62.07	57.38	80	64.71
McGraw-Hill Education - Texas Glencoe Biology/Texas Chemistry/IPC/Physics	100	100	100	100
Perfection Learning - Kinetic First-Person Physics	-	-	-	100
Savvas (Pearson Education, Inc.) - Pearson Biology/Chemistry, Texas Edition	100	100	-	-
Sapling Systems, Inc. dba Sapling Learning - Dynamic Biology/Chemistry/Physics... Texas Edition	100	100	-	100
Scientific Minds, LLC - Biology/Chemistry Science Starters	100	100	-	-
STEMscopes, Incorporated - STEMscopes 2.0, Biology/Chemistry/Physics	100	100	-	100
VSCHOOLZ, Inc. - VSCHOOLZ	100	65.57	-	-

Select which materials teachers in your district or charter will regularly use (once a week or more, on average) for **9–12 science** instruction next school year to ensure coverage of 100% of the TEKS.

**Note: You have the opportunity to provide information on supplemental materials in the following question.*

Check the product(s) used for grade 9–12 science

N/A -

We do not use science materials for these grades

Adaptive Curriculum -

AC Science
Biology/Chemistry/IPC/Physics

Bedford, Freeman and Worth Publishing Group

-
Living by Chemistry

Agile Mind Educational Holdings, Inc.

-
Agile Mind Biology

Discovery Education, Inc. -

Discovery Education Science
Techbook

Check the product(s) used
for grade 9-12 science

Edumatics Corporation -
Edusmart Science Texas -
Biology

Ergopedia, Inc. -
Essential
Physics

HMH -
Texas Biology/Modern
Chemistry/Physics

L.J. Create -
SciTEX

LAB-AIDS Inc -
Science and Global Issues, Biology
Units

LAB-AIDS Inc -
A Natural Approach to
Chemistry

LAZEL, Inc. dba ExploreLearning
-
ExploreLearning Science Gizmos

McGraw-Hill Education -
Texas Glencoe Biology/Texas
Chemistry/IPC/Physics

Perfection Learning -
Kinetic First-Person
Physics

Savvas (Pearson Education, Inc.) -
Pearson/Savvas Biology/Chemistry, Texas
Edition

Sapling Systems, Inc. dba Sapling Learning -
Dynamic Biology/Chemistry/Physics Texas
Edition

Scientific Minds, LLC -
Biology/Chemistry Science Starters

STEMscopes, Incorporated -
STEMscopes 2.0,
Biology/Chemistry/Physics

VSCHOOLZ, Inc. -
VSCHOOLZ

Other
(Enter as "Publisher -
Title")

Labster

Other
(Enter as "Publisher -
Title")

Argument Driven Inquiry

Other

Other
(Enter as "Publisher - Title")

Check the product(s) used for grade 9–12 science

Lead4Ward

Does your district use the selected materials to cover 100% of the 9–12 science TEKS?

- Yes**
- No, we use supplemental materials to cover the TEKS.

Supplemental Science Products

Select which additional and/or supplemental instructional materials (beyond core, Tier 1 curricular materials) that teachers in your district or charter will likely regularly use (once a week or more on average) for each grade band of **K–12 science** instruction next school year.

	Grade K–5	Grade 6–8	Grade 9–12
N/A - We do not use supplemental science materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Locally Developed Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teacher-created materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Teachers Pay Teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BrainPop!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
IXL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kahoot!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ThinkUp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SciTEX Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YouTube	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flocabulary			
	68		
Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Grade K–5	Grade 6–8	Grade 9–12
<input type="text" value="Pebble Go"/> Other (Enter as "Publisher - Title")	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="text" value="Discovery Ed"/> Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="text" value="Labster"/> Other (Enter as "Publisher - Title")	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="text" value="Argument Driven Inquiry"/>			

Indicate the level of the importance your district places on each of the following characteristics when selecting instructional materials to use in your **science** classrooms.

	No Importance	Low Importance	Moderately Important	Very Important
100% TEKS/TPG coverage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Includes built-in supports for all learners	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Includes research-based strategies for content and instruction	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Includes progress monitoring tools	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Program cost	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Access to professional development and implementation supports	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Would you request all science products listed previously and/or other products used by Texas educators be reviewed for quality?

Request that all science materials listed above receive quality reviews

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

- Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

- Request that a specific product receive a review:
Enter the product below as "Publisher - Title"

What resources and/or PD would you like for TEA to provide to LEAs? What changes would you like to see to improve existing resources?

Back

Next

Powered by Qualtrics [↗](#)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2021 Board Training Report

RECOMMENDED ACTION

For presentation only. Board President John Aouelle will ask that the minutes reflect the Board of Trustees Training Report.

RATIONALE

Annually, each local Board of Trustees shall announce the name of each Board member who has completed the required continuing education, who has exceeded the required hours of continuing training and who is deficient in the required continuing education as of the date of the meeting.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Mr. Paul Norton, Superintendent of Schools

ATTACHMENTS

None

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Update to TASB Risk Management Fund Interlocal Participation Agreement

RECOMMENDED ACTION

Approve the update to TASB Risk Management Fund Interlocal Participation Agreement.

RATIONALE

The Interlocal Participation Agreement serves as the foundational agreement of the TASB Risk Management Fund. The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership. Lake Travis ISD is a member of the TASB Risk Management Fund and participates in various lines of coverage offered by the Fund including automobile, property, errors and omissions, and general liability coverage. The IPA amendments focus on three separate areas: (1) clarify of purpose and meaning; (2) updating Fund Member duties and obligations; and (3) revising the dispute resolution provisions.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Brad Goerke - Director of Finance/Comptroller
Pam Sanchez - Assistant Superintendent for Business Services
Amber King - General Counsel

ATTACHMENTS

TASB Risk Management Fund Interlocal Participation Agreement
FAQs and Explanation of Changes

MEETING DATE

April 20, 2022

**TASB RISK MANAGEMENT FUND
INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Lake Travis ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Guaranteed Maximum Price (GMP) for CMR-8 for Lake Travis High School Renovation Project for the Summer of 2022.

RECOMMENDED ACTION

Approve the Guaranteed Maximum Price (GMP) for CMR-8 for the Lake Travis High School Renovation Project for the Summer of 2022 and authorize the Superintendent or his designee to negotiate and execute the GMP amendment.

RATIONALE

Present the estimated Guaranteed Maximum Price (GMP) for CMR-8 for the Lake Travis High School Renovation Project for the Summer of 2022 for \$2,921,861 and authorize the Superintendent or his designee to negotiate and execute the GMP amendment.

American Constructors estimated Guaranteed Maximum Price (GMP) for CMR-8 is \$2,921,861. The GMP includes the following work items:

Lake Travis School

- Architectural Finishes (flooring, wall and ceiling finishes)
- Sidewalks and ADA Accessibility
- Detention Pond Improvements
- Improve drainage at Spillman Loop and RR 620

BUDGET PROVISIONS

2018 Bond Program - \$2,921,861

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

Amber King – General Counsel

ATTACHMENTS

Exhibit 3 - American Constructors GMP Estimate Summary for CMR-8 Lake Travis High School Renovation Project (Summer 2022).

MEETING DATE

April 20, 2022

EXHIBIT 3
Statement of Estimated Cost
to
Exhibit A - Guaranteed Maximum Price Amendment
Lake Travis High School Various Campus Improvements
GMP 3 LTHS 2022 Site Improvements

<u>spec div</u>	<u>description</u>	<u>amount</u>
1	General Requirements	24,200
4	Masonry	73,200
5	Metals	55,100
26	Electrical	91,500
31	Earthwork	371,900
32	Exterior Improvements	1,191,300
33	Utilities	451,900
50	Jobsite Management	287,100
51	Allowances	100,000
	Owner Betterment	50,000
	Post Bid Amendment 1	25,000
	Unforeseen/Hidden Conditions	25,000
	Performance & Payment Bonds	29,219
	General Liability & Builder's Risk Insurance	24,252
	Construction Manager Contingency	125,000
	Construction Manager Fee	97,190
	GUARANTEED MAXIMUM PRICE	2,921,861



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Qualifications (RFQ) – Annual Financial Audit Report

RECOMMENDED ACTION

Move to accept the proposal from Pattillo, Brown & Hill for professional audit services.

RATIONALE

Auditing requirements for Texas public school districts are contained in the Texas Education Agency Financial Accountability System Resource Guide, which is the authoritative document, adopted by reference as a rule of the State Board of Education, through Title 19, Texas Administrative Code, Section 109.41. The district-wide audit encompasses internal control, financial and compliance audits and the preparation of the district's annual financial audit report for the fiscal year ending August 31st. All services shall be performed in accordance with and must satisfy the requirements of applicable laws and regulations, generally accepted auditing standards, and generally accepted accounting principles.

The administration released an RFQ for audit services on March 11, 2022 and received three proposals. An evaluation summary is attached for clarification. Based on the evaluation criteria, the District recommends the acceptance of the proposal from Pattillo, Brown & Hill for professional audit services.

BUDGET PROVISIONS

2022-2023 General Operating Budget - \$43,800

RESOURCE PERSONNEL

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

ATTACHMENTS

Final Evaluation Summary

MEETING DATE

April 20, 2022

**LAKE TRAVIS ISD
ANNUAL FINANCIAL AUDIT REPORT REQUEST FOR QUALIFICATIONS (RFQ) #22-008
April 6, 2022**

Accounting Firm	Whitleypenn Austin, TX	PB&H Pattillo, Brown & Hill Waco, TX	BML Burton McCumber & Longoria McAllen, TX
------------------------	---------------------------	--	--

Qualifications Evaluation Criteria	Max Points				
7.4.1.1	Technical Experience of the firm:	15 points	15	15	13
7.4.1.2	References and Reputation of the firm:	25 points	25	25	25
7.4.1.3	Experience with other School Districts:	35 points	35	34	27
7.4.1.4	Management Component:	25 points	23	25	21
Total		100 points	98	99	86

Proposed Fees			
Fees	\$ 54,900.00	\$ 43,800.00	\$ 58,000.00
Expenses	\$ -	\$ -	\$ 9,000.00
	\$ 54,900.00	\$ 43,800.00	\$ 67,000.00
Total Hours	330	400	400

Evaluation Team:

Pam Sanchez, Assistant Superintendent of Business Services
Brad Goerke, Director of Finance
Cristy Soares, Director of Purchasing

Date:

4/11/2022

Recommendation:

The District's Purchasing Department recommends to the Board of Trustees on April 20, 2022, awarding to PB&H based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Extension of Antenna License Agreement Between Lake Travis ISD and City of Austin

RECOMMENDED ACTION

Authorize the Superintendent or designee to negotiate and execute an extension of the antenna license agreement between Lake Travis ISD and the City of Austin.

RATIONALE

The City of Austin, in conjunction with other area governmental entities, operates a regional, unified and integrated 800 MHz Trunked Public Safety and Public Service Voice Radio Communications System for police and public service radio communications. In May 2002, Lake Travis ISD executed a license agreement with the City of Austin in which the District granted the City an exclusive license on approximately 0.23 acres located behind the Administration Building for the purpose of installing, operating, maintaining, replacing, and upgrading a communications antenna tower as a part of the System. The original term of the Agreement was for twenty years. The original lease is expiring in June 2022, and the City has requested an extension of the license agreement for an additional 20 years. The City pays the District \$10,000 annually as consideration for the license. Additionally, the District benefits from use of the communications system, including most recently our police department radios being allowed to utilize the System. District administration recommends a 20-year extension of the lease.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

Pam Sanchez - Assistant Superintendent for Business Services

ATTACHMENTS

Original Antenna License Agreement

MEETING DATE

April 20, 2022

ANTENNA LICENSE AGREEMENT

THIS ANTENNA LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of May, 2002, by and between LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, TEXAS, a political subdivision of the State of Texas, ("Licensor"), and CITY OF AUSTIN, a home rule Texas municipal corporation located in Travis, Hays, and Williamson Counties, ("Licensee");

WHEREAS, Licensor is the owner of several tracts of real property described as:

- (1) 23.46 acres, as recorded in Volume 7941, Page 395 of the Deed Records of Travis County, Texas ("DRTCT");
- (2) 24.94 acres recorded in Volume 9757, Page 601 DRTCT;
- (3) 25.00 acres as recorded in Volume 13528, Page 3066 Real Property Records Travis County, Texas; and
- (4) 27.338 acres recorded at Document No. 2000171882 of the Official Public Records of Travis County, Texas,

88

out of which it is granting (a) an equipment area license of approximately 0.23 acres, described in **Exhibit A** and depicted on **Exhibits A-1** and **A-2** and (b) an access easement of approximately 4.83 acres, described in **Exhibit B** and depicted on **Exhibits B-1** and **B-2**, (collectively called "Property") all of which are attached and incorporated for all purposes;

WHEREAS, in connection with Interlocal Agreements between the CITY OF AUSTIN, as duly designated Project Manager, and TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT, CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, UNIVERSITY OF TEXAS AT AUSTIN, TEXAS LEGISLATIVE COUNCIL, and THE TEXAS HOUSE OF REPRESENTATIVES for the implementation of the regional, unified and integrated 800 MHz Trunked Public Safety and Public Service Voice Radio Communications System (the "System") to which Licensor and Licensee are parties, Licensee will acquire, install and operate certain communications antenna towers, guy wires, guy wire anchors, equipment building, and associated improvements (the "Antenna") to be situated on portions of the Property in the location described on **Exhibit A** and depicted on **Exhibits A-1** and **A-2**, (the "Antenna Area"); and

WHEREAS, Licensee has requested from⁴ Licensor, and Licensor has agreed to grant to Licensee, a license to use the Antenna Area for the purpose of installing, operating, maintaining, replacing, and upgrading the Antenna, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grants Licensee an exclusive license for the License Term (as hereinafter defined) to use the Antenna Area for the purpose of constructing, installing, operating, repairing, and maintaining the Antenna. Licensor agrees that Licensee may occupy and use the Antenna Area during the term of this Agreement, and may exercise all of its rights hereunder, subject to the provisions of this Agreement and applicable governmental laws, rules, and regulations. The Antenna equipment building ("Building") will have exterior facing composed of rough, split-face Featherlite "Rockface" in "Limestone" color sized and constructed to match the

exterior walls of Licensor's administration building ["Rockface"]; provided that Licensee may in the alternative construct a Rockface screening wall adjacent to the three sides of the building closest to Licensor's administration building, which shall be sufficient in its dimensions to shield the Building from view from Licensor's administration building, streets, band practice area, athletic facilities, and school campuses. The roof of the Building will be painted the same color as the school building roofs.

2. TERM. The term of this Agreement (the "License Term") shall commence on the date hereof (the "Commencement Date") and shall continue until the expiration of twenty (20) years following the Commencement Date. The License Term is subject to early termination by the parties in accordance with Section 8 below.

3. ACCESS. Licensee shall have the right of access to the Antenna Area along, over and across the areas described in **Exhibit B** and shown on **Exhibits B-1 and B-2**, (the "Access Area"). Licensee may construct and maintain a paved or gravel road through the currently unpaved portions of the Access Area. Except in an emergency, Licensee, and its contractors and consultants, may inspect and maintain the Antenna between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. In the event of the discovery of a hazardous condition or emergency in connection with the installation, maintenance or repair of the Antenna or Antenna Area, Licensee and its contractors and consultants may enter the Antenna Area as required to expeditiously remedy the hazardous condition or emergency without advance notice to Licensor, provided, in such an event, Licensee shall provide telephone notice to Licensor, as soon as reasonably possible thereafter. Licensee recognizes that Licensor may presently occupy and use portions of the Property for school purposes, and in connection therewith, the parties shall coordinate with each other in the use of the Property, so as to minimize the interference with each other's use of the Property. In addition, Licensor shall have no liability with respect to the ability to operate the Antenna as a result of future development by third parties in the vicinity of the Property.

89

4. MAINTENANCE. In consideration of the license granted herein, Licensee shall be responsible for the maintenance of the Antenna. Licensee shall be responsible for the construction and installation of any fencing and landscape buffers in the Antenna Area, all of which shall be approved by Licensor. In the event of the failure of Licensee to maintain the Antenna in a safe condition, Licensor shall have the right, with sixty (60) business days written notice to Licensee and without notice to Licensee in the event of an emergency condition, to take such reasonable and necessary actions to remedy any such condition and the cost of such maintenance work shall be assessed against the Licensee with interest accruing on any such sum at the maximum amount allowed by law until paid.

5. ANTENNA AREAS. Licensor grants Licensee the right to enter on and inspect and investigate the Antenna Area, and make such tests and take such soil and other samples as Licensee deems reasonably necessary or appropriate to establish the baseline environmental condition of the Antenna Area. Licensor shall provide Licensee a copy of any environmental condition reports relating to the Antenna Area in Licensor's possession. To the best of Licensor's present knowledge, the Antenna Area is free from hazardous materials or toxic substances. In the event that Licensee's investigations of the Antenna Area discloses any reportable quantities of hazardous materials or toxic substances, Licensee shall notify Licensor. If the parties are unable to agree upon a mutually acceptable remediation program, Licensee may upon written notice to Licensor terminate this Agreement, in which event the License granted hereunder shall be null and void. In no event shall Licensee be liable to clean up, remove, or remediate any hazardous materials or toxic substances

that are present on the Property at the Commencement Date, provided, Licensee shall be responsible for the clean-up and remediation of any hazardous materials or toxic substances released on the Property by Licensee or its contractors or consultants. If Licensee elects to accept the Antenna Area, it shall accept the Antenna Area in an "as is" condition and without any representations or warranties by Licensor, except as provided above. The Antenna Area shall at all times remain the property of Licensor. Licensee agrees, at its sole expense, to keep and maintain the Antenna located within the Antenna Area in good repair and condition during the term of this Agreement. Licensee, at Licensee's expense, shall erect a fence around the Antenna Area and the guy anchors, as shown on Exhibit B. Licensor may not enter the Antenna Area or the guy anchor compounds, except in an emergency, without notice to, and approval of Licensee. If Licensee removes the Antenna, Licensee will return the property to as near original condition as possible within 120 days after removal of the Antenna.

6. RELOCATION OF ANTENNA AREA. Licensor may require the relocation of the Antenna and Antenna Area and Access Area to a new Antenna Area and Access Area on the Property or other property of Licensor, substantially equivalent in size, radio coverage, and functionality to the original Antenna Area and Access Area, to be designated by Licensor with one year's advance written notice, provided that such relocation shall be at Licensor's expense. Such relocation shall not render the Antenna inoperable for its intended purpose. 90

7. LIENS. Licensee shall promptly discharge any liens or claims of liens against the Antenna Area or the Property by reason of the installation, operation, maintenance or repair of the Antenna or any activities by or on behalf of Licensee hereunder.

8. TERMINATION. Either party may terminate the Agreement hereby at any time after the occurrence of an Event of Default (hereinafter defined) in accordance with the terms of this Agreement. In the event the Agreement is so terminated by Licensor or upon any other termination of the License Term, Licensee shall immediately vacate the Antenna Area and remove the Antenna and all of Licensee's other property thereon. Licensee may terminate this License at any time for convenience upon six months' prior written notice to Licensor.

9. LICENSEE'S OBLIGATIONS. Licensee agrees that: (i) the Antenna and the Antenna Area shall be operated, maintained and repaired in accordance with all applicable statutes, codes, ordinances, rules and regulations, (ii) neither Licensee nor their agents or employees will cause, or permit to be caused, any material alterations to the Antenna Areas, including alterations of height or width, other than those expressly agreed to in writing by Licensor, (iii) Licensee will not engage in any activity in or on the Antenna Area other than as permitted herein, and (iv) Licensee shall conduct Electromagnetic Energy ("EME") Testing on Licensor's adjacent property according to a testing plan to be developed in cooperation with, and approved by Licensor's Superintendent of Schools, which approval will not be unreasonably withheld. Licensee shall furnish Licensor with copies of all test results. If the test results show EME levels in excess of those authorized by FCC regulations, Licensor may require Licensee to discontinue operations of the Antenna until its operation can be brought back into compliance with FCC regulations.

10. LIABILITY

(a) Insurance. Licensor understands that Licensee is a self-insurer and does not maintain commercial general liability insurance coverage. However, to the extent Licensee uses contractors or consultants for the installation, use, operation, or maintenance of the Antenna or the Antenna

Area, or for the performance of any of its obligations or activities pursuant to this Agreement, Licensee shall cause its contractors and consultants to procure and at all times maintain such insurance with coverage limits and with duly licensed insurance companies in accordance with requirements approved by Licensor.

(b) Licensor Not Liable. Licensor is not liable for any loss, damage, or injury of any kind to any person or property arising from the installation, use, or operation of the Antenna or the occupation, use, or condition of the Antenna Area (or any part thereof), or caused by any defect in the Antenna or in any building, structure, improvement, equipment, or facility on the premises or caused by or arising from any act or omission of Licensee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, windstorm, or other casualty, or brought about by Licensee's failure to maintain the Antenna Area in a safe condition. If claim is made against Licensor, its Trustees, Officers, or Employees, in any administrative or judicial proceeding arising from any of the foregoing and related to Licensee's use of the Antenna or the Antenna Area, Licensee may join Licensee as a necessary party to such proceeding. Licensor will provide written notice of such proceeding to Licensee within ³⁰20 days after its receipt of citation, summons, or other notice that such proceeding has commenced. Licensee will defend against all such claims and pay any related judgments or awards against Licensor for Licensee's negligent acts or omissions. Further, Licensee will pay all fines, penalties, and the costs of compliance with any resulting decrees or administrative decisions related to Licensee's use of the Antenna or Antenna Area. Licensee will pay all reasonable and necessary attorney's fees and costs incurred by Licensor in any such proceeding prior to Licensee being joined as a party and such reasonable attorney's fees and costs incurred by Licensor thereafter as are pre-approved by Licensee in writing, such approval not to be unreasonably withheld.

91

(c) Indemnification of Licensor. To the extent allowed by Texas law, Licensee shall indemnify and save harmless Licensor and its officers, agents, employees, successors, and assigns from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death of any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent or reckless acts or omissions or willful misconduct of Licensee or its officers, agents or employees, in connection with the installation, use, or operation of the Antenna, the occupation, use, or condition of the Antenna Area, or the execution or performance of this Agreement

11. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed delivered upon the earlier to occur of actual receipt thereof, which may be by telephonic facsimile transmission with confirmation of receipt or three (3) business days following deposit in a regularly maintained receptacle for the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the intended recipient as follows:

If to Licensor: Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX ~~78734~~ 78738
ATTN: Superintendent of Schools
Telephone: 512.533.6020
Facsimile: 512.533.6001

If to Licensee: City of Austin
Corporate Project Office
3600 Manor Road
Austin, Texas 78721
Telephone: 512-974-2344
Facsimile: 512-499-7704
Attention: Corporate Project Office Director

With copy to: City Attorney, P.O. Box 1088, Austin, Texas 78767

Either party may change its address for notices by providing at least (5) days prior written notice of such change to the other party hereto in the manner prescribed above.

12. EVENTS OF DEFAULT. Any one or more of the following occurrences or acts constitute an event of default under this Agreement if such occurrence remains uncured for greater than thirty (30) business days after written notice (each an "Event of Default"); provided, however, such occurrence or act shall not be an Event of Default if the nature of the alleged occurrence or act is such that it cannot be cured within such 30 business day period, but the party allegedly in default commences to cure within such period, and diligently pursues the cure to completion: 92

(a) if Licensee, at any time during the License Term, shall cause or permit any hazardous condition in violation of law or this Agreement;

(b) if Licensee, at any time during the License Term, shall fail to comply with Licensee's obligation to ensure that its contractors obtain and maintain insurance pursuant to Section 9 above; or

(c) a party fails to substantially perform its material obligations under this Agreement.

13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. VENUE FOR ANY ACTION ARISING HEREUNDER OR CONNECTED HERewith SHALL LIE EXCLUSIVELY IN TRAVIS COUNTY, TEXAS.

14. ASSIGNMENT. This Agreement (and the license granted hereby) may not be assigned, transferred, sold or conveyed voluntarily or involuntarily by Licensee without the consent of Licensor and any attempt to do so immediately and automatically revokes and terminates this Agreement (and such license) without notice; provided, however, that Licensee may assign this Agreement (and the license granted hereby) with notice to, but without the consent of, Licensor to a person or entity to whom Licensee transfers operation and ownership of the System in accordance with the Interlocal. A change of project manager by Licensee will not be deemed to be an assignment or transfer of this Agreement. Licensee is prohibited from subleasing space on the Antenna for commercial uses. This Agreement may be assigned by Licensor to its successor in interest to the Property without the consent of Licensee, provided that any successor or assign of Licensor will be bound by the terms hereof. This Agreement will be binding upon and inure to the benefit of Licensor and Licensee, and their respective successors and assigns as permitted herein.

15. CONSIDERATION. As consideration for the execution of this License by Licensor, Licensee will pay Licensor \$10,000 annually within 30 days after the anniversary of the execution date of this Agreement. As further consideration, Licensee authorizes the Lakeway Police Department to install one antenna and associated radio equipment in the appropriate portions of the Antenna Area. All antennas and associated radio equipment must be compatible with and not interfere with Licensee's Antenna and System. As further consideration, Licensee will work in good faith to accommodate Licensor's future radio communications needs, including without limitation antenna on the Antenna and equipment space within the Antenna Area.

16. ENDANGERED SPECIES HABITAT. The Lakeway site, described in Exhibit A and B, is within an area of designated endangered species habitat pursuant to the Balcones Canyonland Conservation Plan. (the "BCCP") The construction of the Antenna and associated improvements on the Property will require adherence to provisions of the Plan, including the permitted dates for the clearing of the site and reimbursement for the taking of the habitat land and/or the allocation of BCCP credits between the parties. Licensee will pay all BCCP-related costs to install the Antenna and associated improvements on the Property.

17. RECORDATION. The parties agree to execute and record in the Official Public Records of Travis County a memorandum of this Agreement in the form attached hereto as Exhibit D. This Agreement shall not be filed of record unless required by law. 93

18. FORCE MAJEURE. The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, wars, riots or insurrections, landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

19. Ownership of Antenna. Licensor agrees that the Antenna shall remain the personal property of Licensee, whether or not affixed to real property, and shall be removable by Licensee from the Property at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSOR:
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: Robert Hart
Bob Hart
Acting Superintendent of Schools

LICENSEE:
CITY OF AUSTIN

By: Toby H. Futrell
Toby Futrell, City Manager

ACKNOWLEDGMENTS

Travis County §
State of Texas §

This instrument was acknowledged before me on May 8, 2002,
by Bob Hart, Acting Superintendent of Schools for Lake Travis Independent School District.

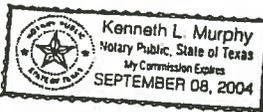


Kathy A. Johnson
Notary Public, State of Texas

94

Travis County §
State of Texas §

This instrument was acknowledged before me on JUNE 6, 2002,
by Toby Futrell, City Manager of the City of Austin, a Texas municipal corporation, on behalf of
said corporation.



Kenneth L. Murphy
Notary Public, State of Texas

**LEGAL DESCRIPTION OF
EQUIPMENT AREA**

DESCRIPTION of a 0.23 acre tract of land located in the J. Beck Survey No. 524, Abstract 2733, of Travis County, Texas, and being a portion of a called 24.94 acre tract as described in Volume 9757, Page 601, of the Real Property Records of Travis County, Texas, said 0.23 acre tract being more fully described by metes and bounds as follows with attached sketch, with all bearings referenced to Texas State Plane Coordinate System, Central Zone, NAD 83:

BEGINNING at a ½-inch iron rod found at the northwest corner of a called 27.338 acre tract as described in Document #2000171882 of said Real Property Records, the southwest corner of said 24.94 acre tract and on the southerly line of Lot 4, Cherry Mountain Phase II, as recorded in Book 76, Page 67 of the Plat Records of Travis County, for the most westerly corner of the herein described tract;

THENCE N 47°39'57" E at 6.82 feet passing a ½-inch iron rod found at the northeast corner of said Lot 4 and continuing with the west line of said 24.94 acre tract and the east line of a called 28.48 acre tract as described in Volume 13241, Page 436, of said Real Property Records for a total distance of 100.00 feet to a ½-inch iron rod with yellow cap set for the most northerly corner of the herein described tract;

95

THENCE crossing said 24.94 acre tract for the following two (2) courses:

1. **S 41°46'17" E** for a distance of 100.99 feet to a ½-inch iron rod with yellow cap set for the most easterly corner of the herein described tract;
2. **S 48°13'43" W** for a distance of 100.00 feet to a ½-inch iron rod with yellow cap set on the northeasterly line of a 25.000 acre tract described in Volume 13528, Page 3066, of said Real Property Records and the southwesterly line of said 24.94 acre tract, for the most southerly corner of the herein described tract;

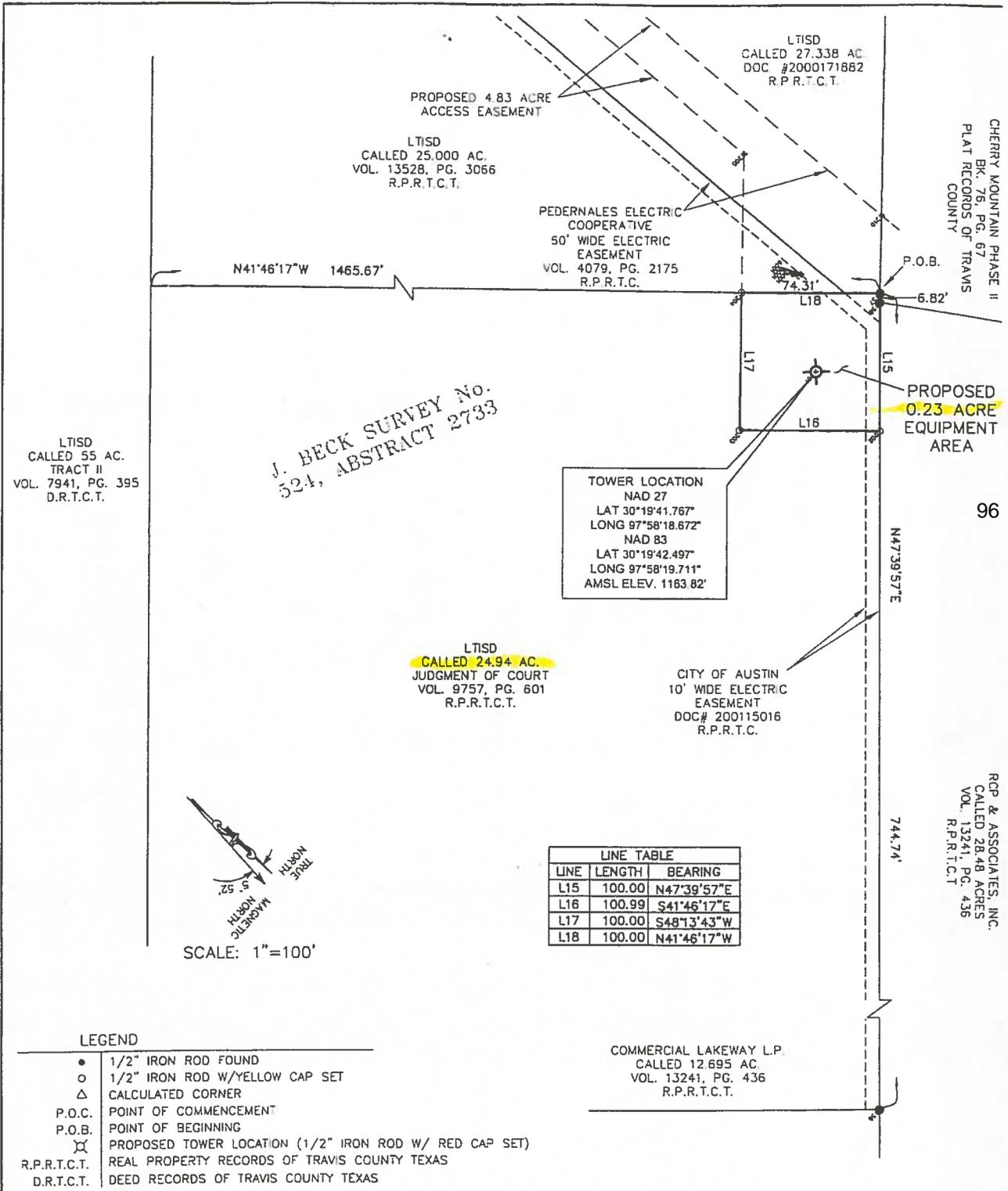
THENCE N 41°46'17" W at 74.31 feet passing an angle point of said 27.338 acre tract for a total distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.23 acres (10,049 square feet) of land, more or less.

The foregoing metes and bounds description is based on an on the ground survey performed under my direction and supervision in November 2001 and is true and correct to the best of my knowledge and belief.




G.E. Buchanan RPLS
Texas Registration No. 4999

SURI.dwg P:\COMMUNICATIONS\Motorola - COA VS\Lakeway\CAD\LAKEWAY 11x17 1=100 2/26/02 10:24 am



J. BECK SURVEY No. 524, ABSTRACT 2733

TOWER LOCATION
 NAD 27
 LAT 30°19'41.767"
 LONG 97°58'18.672"
 NAD 83
 LAT 30°19'42.497"
 LONG 97°58'19.711"
 AMSL ELEV. 1163.82'

LINE	LENGTH	BEARING
L15	100.00	N47°39'57"E
L16	100.99	S41°46'17"E
L17	100.00	S48°13'43"W
L18	100.00	N41°46'17"W

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/YELLOW CAP SET
- △ CALCULATED CORNER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ⊗ PROPOSED TOWER LOCATION (1/2" IRON ROD W/ RED CAP SET)
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY TEXAS

THIS TRACT LIES IN ZONE 'X', OUTSIDE THE 100 YEAR FLOOD PLAIN PER FEMA MAP PANEL No. 48453C0330E DATED JUNE 16, 1993. ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83. THIS SKETCH IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.

CFX ENGINEERING
 EXCELLENCE
 2700 VIA FORTUNA, SUITE 200
 AUSTIN, TEXAS 78746-7995
 P-512.891.3000
 F-512.891.7212
 www.cfxamerica.com

MOTOROLA - LAKEWAY
 A. BECK SURVEY No. 54 ABSTRACT
 2241 & J. BECK SURVEY No. 524
 ABSTRACT 2733
 TRAVIS COUNTY, TEXAS

DRAWN BY:	B.S.	01/09/02
CHECKED BY:	P.C.	01/09/02
APPROVED BY:	G.E.B.	01/09/02
FILE:	P:\COMMUNICATIONS\MOTOROLA	

CHERRY MOUNTAIN PHASE II
 BK. 76, PG. 67
 PLAT RECORDS OF TRAVIS COUNTY

RCP & ASSOCIATES, INC.
 CALLED 28.48 ACRES
 VOL. 13241, PG. 436
 R.P.R.T.C.T.

96

**LEGAL DESCRIPTION OF
ACCESS EASEMENT**

DESCRIPTION of a 4.83 acre tract of land located in the A. Beck Survey No. 54, Abstract 2241 and the J. Beck Survey No. 524, Abstract 2733, of Travis County, Texas, and being a portion of a called 23.46 acre tract described as Tract 1 in Volume 7941, Page 395, of the Deed Records of Travis County, Texas, and also a called 24.94 acre tract as described in Volume 9757, Page 601, a called 25.000 acre tract as described in Volume 13528, Page 3066, and a called 27.338 acre tract as described in Document #2000171882 of the Real Property Records of said Travis County, said 4.83 acre tract being more fully described by metes and bounds as follows with attached sketch, with all bearings referenced to Texas State Plane Coordinate System, Central Zone, NAD 83:

COMMENCING at a 60d nail found at the northwest corner of said 23.46 acre tract, the southeast corner of a called 12.695 acre tract as described in Volume 13241, Page 436, of the Real Property Records of said Travis County, and being on a curve to the left, the southwesterly right-of-way line of Ranch Road 620, from which a Type I TxDOT Monument on said right-of-way line and on the northeasterly line of said 12.695 acre tract, bears with a curve to the right passing through a central angle of $9^{\circ}27'10''$, having a radius of 1497.39 feet, an arc distance of 247.04 feet, and a long chord which bears $N 27^{\circ}29'51'' W$, for a distance of 246.76 feet;

98

THENCE with said curve to the left and the northeasterly line of said 23.46 acre tract passing through a central angle of $0^{\circ}46'35''$, having a radius of 1497.39 feet, an arc distance of 20.29 feet, and a long chord which bears $S 32^{\circ}36'43'' E$, for a distance of 20.29 feet to a calculated point for the most easterly northwest corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE southeasterly continuing with said right-of-way line and the northeasterly line of said 23.46 acre tract with said curve to the left passing through a central angle of $3^{\circ}28'28''$, having a radius of 1497.39 feet, an arc distance of 90.80 feet, and a long chord which bears $S 34^{\circ}44'14'' E$, for a distance of 90.79 feet to a calculated point for the most easterly northeast corner of the herein described tract;

THENCE crossing said 23.46 acre, said 24.94 acre, said 25.000 acre, and said 27.338 acre tracts with the perimeter of the herein described tract for the following five (5) courses;

1. $S 47^{\circ}42'44'' W$ for a distance of 1662.69 feet to a calculated angle point of the herein described tract;
2. $N 43^{\circ}23'18'' W$ for a distance of 72.57 feet to a calculated angle point of the herein described tract;
3. $S 66^{\circ}28'59'' W$ for a distance of 384.12 feet to a calculated angle point of the herein described tract;
4. $S 87^{\circ}53'39'' W$ for a distance of 69.45 feet to a point on the west line of a 60 foot Electric Easement as described in Volume 4079, Page 2175, of said Deed Records for a calculated angle point of the herein described tract;

5. **N 02°06'21" W** with the west line of said Electric Easement for a distance of **506.61** feet to a calculated point on the northerly line of said 27.338 acre tract and the southerly line of Lot 4, Cherry Mountain Phase II, as recorded in Book 76, Page 67 of the Plat Records of Travis County for an angle point of the herein described tract;

THENCE N 48°24'46" E with the northerly line of said 27.338 acre tract and the southerly line of said Lot 4, for a distance of **56.49** feet to a ½-inch iron rod found for the most westerly corner of a proposed 0.23 acre Equipment Area and for the most westerly northwest corner of the herein described tract;

THENCE S 41°46'17" E with the southwesterly line of said Equipment Area, the southwesterly line of said 27.338 acre tract at 25.69 feet passing an angle point in said 27.338 acre tract, continuing with the southwesterly line of said 24.94 acre tract and the northeasterly line of said 25.000 acre tract for a distance of **100.00** feet to a ½-inch iron rod with yellow cap set for the most southerly corner of said Equipment Area and the most westerly southeast corner of the herein described tract;

THENCE crossing said 27.338 acre, said 25.000 acre, said 24.94 acre, and said 23.46 acre tracts with the perimeter of the herein described tract for the following seven (7) courses;

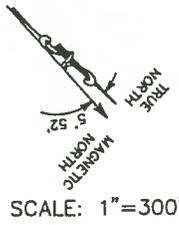
1. **S 48°24'46" W** for a distance of **100.33** feet to a calculated angle point of the herein described tract;
2. **S 02°06'21" E** for a distance of **351.75** feet to a calculated angle point of the herein described tract;
3. **N 87°53'39" E** for a distance of **30.00** feet to a calculated angle point of the herein described tract;
4. **N 66°28'59" E** for a distance of **343.29** feet to a calculated angle point of the herein described tract;
5. **N 47°42'44" E** for a distance of **433.80** feet to a calculated angle point of the herein described tract;
6. **N 77°42'44" E** for a distance of **80.00** feet to a calculated angle point of the herein described tract;
7. **N 47°42'44" E** for a distance of **1186.55** feet to the **POINT OF BEGINNING** and containing 4.83 acres (210,185 square feet) of land, more or less.

The foregoing metes and bounds description is based on an on the ground survey performed under my direction and supervision in November 2001 and is true and correct to the best of my knowledge and belief.



G.E. Buchanan
G.E. Buchanan RPLS
Texas Registration No. 4999

S:\SUR1.dwg P:\COMMUNICATIONS\Motorola - COA VS\Lakeway\CAD\LAKEWAY 11x17 1=100 2/26/02 10:24 am



SCALE: 1"=300'

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/YELLOW CAP SET
- ▲ 60d NAIL FOUND
- △ CALCULATED CORNER
- TYPE I HIGHWAY MONUMENT FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ⊗ PROPOSED TOWER LOCATION (1/2" IRON ROD W/ RED CAP SET)
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY TEXAS

FEDERNALES ELECTRIC COOPERATIVE
60' WIDE ELECTRIC EASEMENT
VOL. 4079, PG 2175
R.P.R.T.C.

LTSD
CALLED 55 AC.
TRACT II
VOL. 7941, PG. 395
D.R.T.C.T.

LINE	LENGTH	BEARING
L1	1662.69	S47°42'44"W
L2	72.57	N43°23'18"W
L3	384.12	S66°28'59"W
L4	69.45	S87°53'39"W
L5	506.61	N02°06'21"W
L6	56.49	N48°24'46"E
L7	100.00	S41°46'17"E
L8	100.33	S48°24'46"W
L9	351.75	S02°06'21"E
L10	30.00	N87°53'39"E
L11	343.29	N66°28'59"E
L12	433.80	N47°42'44"E
L13	80.00	N77°42'44"E
L14	1186.55	N47°42'44"E

J. BECK SURVEY No. 524, ABSTRACT 2733

LTSD
CALLED 24.94 AC.
JUDGMENT OF COURT
VOL. 9757, PG. 601
R.P.R.T.C.T.

PROPOSED
0.23 ACRE
EQUIPMENT
AREA

PROPOSED 4.83 ACRE
ACCESS EASEMENT

A. BECK SURVEY No. 54
ABSTRACT 2241

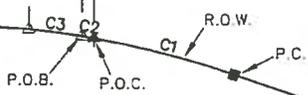
LTSD
CALLED 23.46 AC.
TRACT I
VOL. 7941, PG. 395
D.R.T.C.T.

CITY OF AUSTIN
10' WIDE ELECTRIC
EASEMENT
DOC# 200115016
R.P.R.T.C.

COMMERCIAL LAKEWAY L.P.
CALLED 12.695 AC.
VOL. 13241, PG. 436
R.P.R.T.C.T.

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	9°27'10"	1497.39	247.04	246.76	N27°29'51"W
C2	0°46'35"	1497.39	20.29	20.29	S32°36'43"E
C3	3°28'28"	1497.39	90.80	90.79	S34°44'14"E

RANCH ROAD 620



THIS TRACT LIES IN ZONE 'X', OUTSIDE THE 100 YEAR FLOOD PLAIN PER FEMA MAP PANEL No. 48453C0330E DATED JUNE 16, 1993.
ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
THIS SKETCH IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.

2700 VIA FORTUNA, SUITE 200
AUSTIN, TEXAS 78746-7995
P: 512.891.3000
F: 512.891.7212
www.cfxamerica.com

MOTOROLA - LAKEWAY
A. BECK SURVEY No. 54 ABSTRACT
2241 & J. BECK SURVEY No. 524
ABSTRACT 2733
TRAVIS COUNTY, TEXAS

DRAWN BY:	B.S.	01/09/02
CHECKED BY:	P.C.	01/09/02
APPROVED BY:	G.E.B.	01/09/02
FILE:	P:\COMMUNICATIONS\MOTOROLA C	

CHERRY MOUNTAIN PHASE II
BK. 76, PG. 67
PLAT RECORDS OF TRAVIS COUNTY
100
CALLED 28.48 ACRES
VOL. 13241, PG. 436
R.P.R.T.C.T.

Exhibit D

State of Texas §
County of Travis §

Memorandum of License Agreement

On _____, 2002, Lake Travis Independent School District "LTISD" and the City of Austin "City", a Texas municipal corporation, whose mailing address is P.O. Box 1088, Austin, Travis County, Texas, ATTN: RDMT executed a License Agreement, in which LTISD granted the City a license to use the following described property, for a period of ten (10) year, upon the terms and conditions therein expressed:

- (1) 23.46 acres, as recorded in Volume 7941, Page 395 of the Deed Records of Travis County, Texas ("DRTCT");
- (2) 24.94 acres recorded in Volume 9757, Page 601 DRTCT;
- (3) 25.00 acres as recorded in Volume 13528, Page 3066 Real Property Records Travis County, Texas; and
- (4) 27.338 acres recorded at Document No. 2000171882 of the Official Public Records of Travis County, Texas,

102

Out of this property, LTISD is granting (a) an equipment area license of approximately 0.23 acres, described in **Exhibit A** and depicted on **Exhibits A-1** and **A-2** and (b) an access easement of approximately 4.83 acres, described in **Exhibit B** and depicted on **Exhibits B-1** and **B-2**, (collectively called "Property"), all four of which are attached and incorporated for all purposes

Executed on _____, 2002.

Lake Travis Independent School District

By: _____
Name: _____
Title: _____

City of Austin,
a Texas municipal corporation

By: _____
Lauraine Rizer, Manager
Real Estate Services Division
Department of Public Works

State of Texas §
County of Travis §

This instrument was acknowledged before me on _____, 20__, by _____
(name), _____ (title), of Lake Travis Independent School District.

Notary Public, State of Texas

State of Texas §
County of Travis §

This instrument was acknowledged before me on _____, 20__, by Lauraine Rizer, Manager,
Real Estate Services Division, Department of Public Works, City of Austin, a Texas municipal corporation, on
behalf of said corporation.

Notary Public, State of Texas



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TEA Application for Missed School Days Waiver

RECOMMENDED ACTION

Approval of the TEA 2021-2022 Application for Missed School Days Waiver

RATIONALE

Lake Travis ISD is requesting the approval to apply for the Application for Missed School Days Waiver for the 2-hour early release on March 21st.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Allen - Senior Assistant Superintendent, Curriculum & Instruction
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

2021-2022 Application for Missed School Days Waiver

MEETING DATE

April 20, 2022

2021-2022 Application for Missed School Days Waiver

Waiver ID: 66544

Application Information

Category: Attendance

Creator: Kathy Burbank, District Editor

Status: Draft

Creation Date: 3/23/2022

Approving Superintendent:

Assigned To: Kathy Burbank

Related Waivers (7)

LEA Contact

LEA Information

*First Name:

*Last Name:

*Phone:

Ext:

*Email:

LEA: LAKE TRAVIS ISD (227913)

Address: 3322 RANCH RD 620 S, AUSTIN, TX 78738-6801

Phone: (512) 533-6000

Date of LEA Board of Trustees Approval

*Date:



Special Instructions

Missed School Days Waiver, pursuant to TEC 25.081, allows the district or campus to request a waiver if instructional days are missed due to weather, health, safety, or other issues. This application is due no later than July. Refer to the Student Attendance Accounting Handbook 3.8.1.3 for additional information on Missed School Day Waivers.

Note: A district may request this waiver for additional school days missed because of weather, safety, or health issues beyond the two days that must be made up with the district's two designated makeup days or additional minutes built into the originally adopted calendar.

You may enter each campus and the number of minutes attended on that date individually within a single waiver application. Alternatively, if your district was closed you may select "All Campuses". If the number of minutes of operation varies by campus on the missed school day for "All Campuses", please report the greatest number of minutes on the date school was missed in the "Number of Minutes Per Day". Please note that in PEIMS you will claim the actual number of minutes your district was scheduled to operate on the specific date by campus. The waiver minute reporting is used to total the number of attendance related waiver minutes by year. Per Student Attendance Accounting Handbook 3.8.2 Closures for Bad Weather or Other Issues of Health or Safety, you are limited to 4,200 minutes for attendance waivers of any kind.

^ Campus Details

* Select Campus:

Reasons

Weather	<input checked="" type="checkbox"/>
Health	<input type="checkbox"/>
Safety	<input type="checkbox"/>
Other	<input type="checkbox"/>

* At least one reason is required.

* Start Date: 

* End Date: 

(Must be on or before today's date.)

* Number of Minutes per Day: *Valid range 1-600*

* Explanation: *170 of 200 characters allowed*

Due to the forecast for severe weather on the afternoon of March 21, 2022, and out of an abundance of caution, all Lake Travis ISD classes were dismissed two hours early.

▲ LEA Attachments (0)

There are no LEA attachments.

Add Attachment

*Attachment title

 No file chosen

▼ Change History

Click to expand.

Complete & Route

Save

Cancel Application

Print PDF

Close



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Permanent Water Quality Controls Protective Easement for Travis County at Lake Travis High School Site

RECOMMENDED ACTION

Authorize the Superintendent or designee to negotiate and execute a permanent water quality controls protective easement for Travis County at the Lake Travis High School site.

RATIONALE

Travis County now requires water quality features to be contained within an easement granted to the County. The easement is required before the County will issue a permit for the water quality pond that is to be constructed this summer on the Lake Travis High School campus. The easement encompasses 0.23 acres of land, and will be a nonexclusive easement for the purpose of inspecting and monitoring for water quality compliance of the facilities.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Amber King - General Counsel

Robert Winovitch - Director of Facilities and Construction

ATTACHMENTS

Easement Agreement

Easement drawings

MEETING DATE

April 20, 2022

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**PERMANENT WATER QUALITY CONTROLS
PROTECTIVE EASEMENT**

Date: _____

Project Name: _____

Address: _____

Legal Description: _____

Grantor: _____

County: TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas

County's Address: P.O. Box 1748
Austin, Travis County, Texas 78767

Easement Tract: All that parcel of land situated in Travis County, Texas, described by metes and bounds in **Exhibit A** attached hereto and incorporated herein.

Easement Duration: Perpetual, unless amended by Grantor and County.

Easement Purpose: To GRANT AND CONVEY unto County, a non-exclusive easement for inspecting and monitoring for water quality compliance of the Facilities in, upon, and across the "Easement Tract".

Facilities: Water quality controls, with all associated features, that receive and filter storm water runoff and that are more particularly described in **Exhibit B** (survey drawing) attached hereto and incorporated herein.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located; or visually apparent encumbrances that do not interfere with the Facilities; that are valid, existing, and affect the Easement Tract as of the Effective Date.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the County a non-exclusive easement in, over, under, on, and across the Easement Tract solely for the Easement Purpose subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose; (ii) the right to require the elimination of any encroachments in the Easement Tract that interfere with the Facilities; and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract solely for the Easement Purpose (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the County, and County's successors and assigns for the Easement Duration and Easement Purpose together with the privilege to enter the Easement Tract according to County Code and Section 16.014 of the Texas Water Code for the purpose of inspecting and monitoring the Facilities for water quality compliance. This Easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

This Easement establishes a permanently managed area for the purpose of water quality treatment. The Easement must remain free of additional construction, development, and/or alterations except when specifically approved in a Travis County Development Permit.

Grantor binds Grantor and Grantor's successors and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the County against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Grantor or primary operator/owner shall maintain all permanent water quality controls in a proper manner that is consistent with County, state, and other applicable standards.

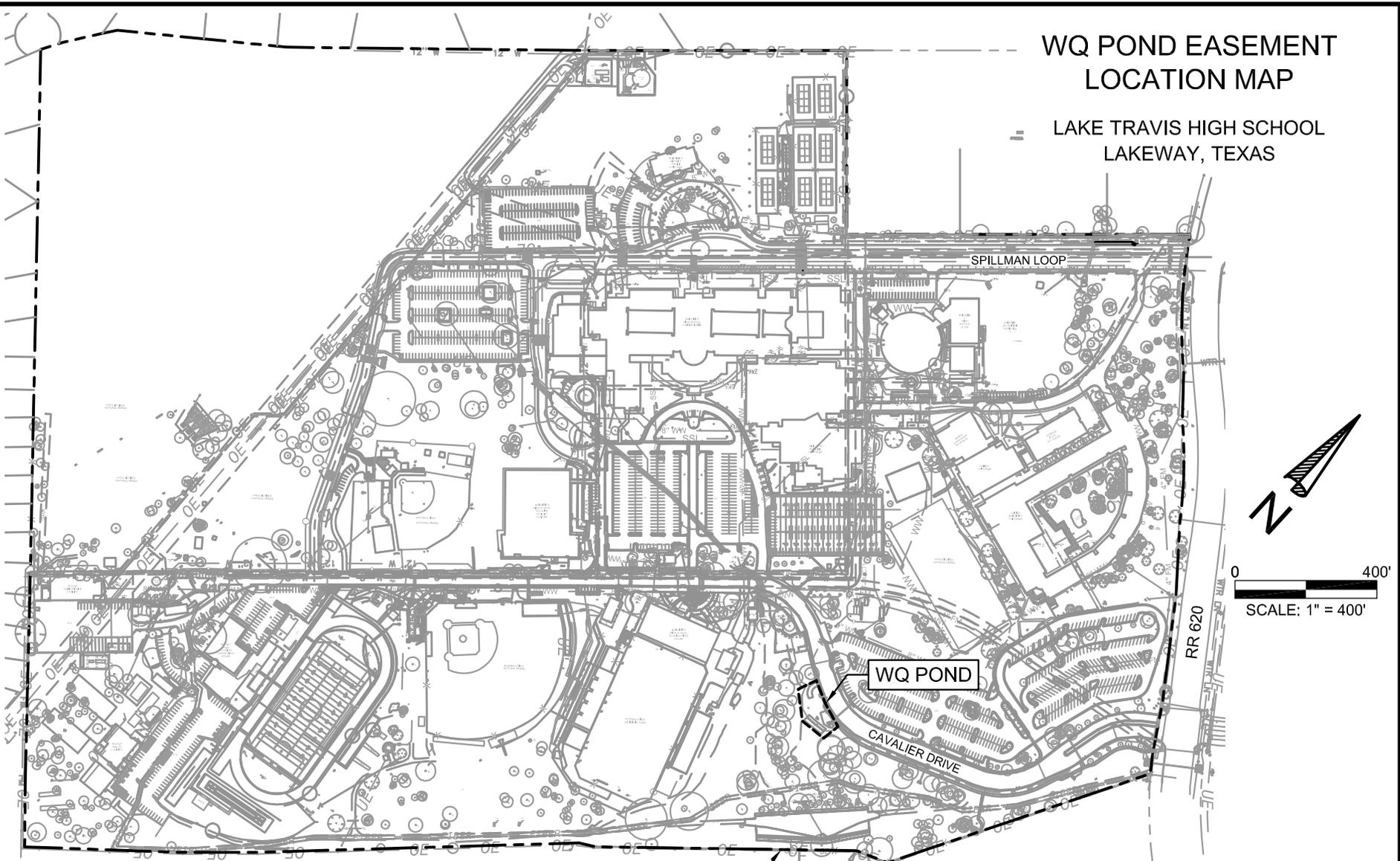
Except where the context otherwise requires, *Grantor* includes *Grantor's successors and assigns* and *County* includes *County's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank ---

F:\LTISD OVERALL\PROJECTS\19-034-AUS LTISD HS 2020 IMPROVEMENTS\DRAWINGS\EXHIBITS\WQ EASEMENT.DWG, 4/6/2022, ANTHONY VINCENT

WQ POND EASEMENT LOCATION MAP

LAKE TRAVIS HIGH SCHOOL
LAKEWAY, TEXAS



0 400'
SCALE: 1" = 400'

LTISD BOUNDARY LINE



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

F:\LTISD OVERALL\PROJECTS\19-034-AUS LTISD HS 2020 IMPROVEMENTS\DRAWINGS\EXHIBITS\WQ EASEMENT.DWG, 4/6/2022, ANTHONY VINCENT

EXHIBIT B WQ POND EASEMENT

LAKE TRAVIS HIGH SCHOOL
LAKEWAY, TEXAS

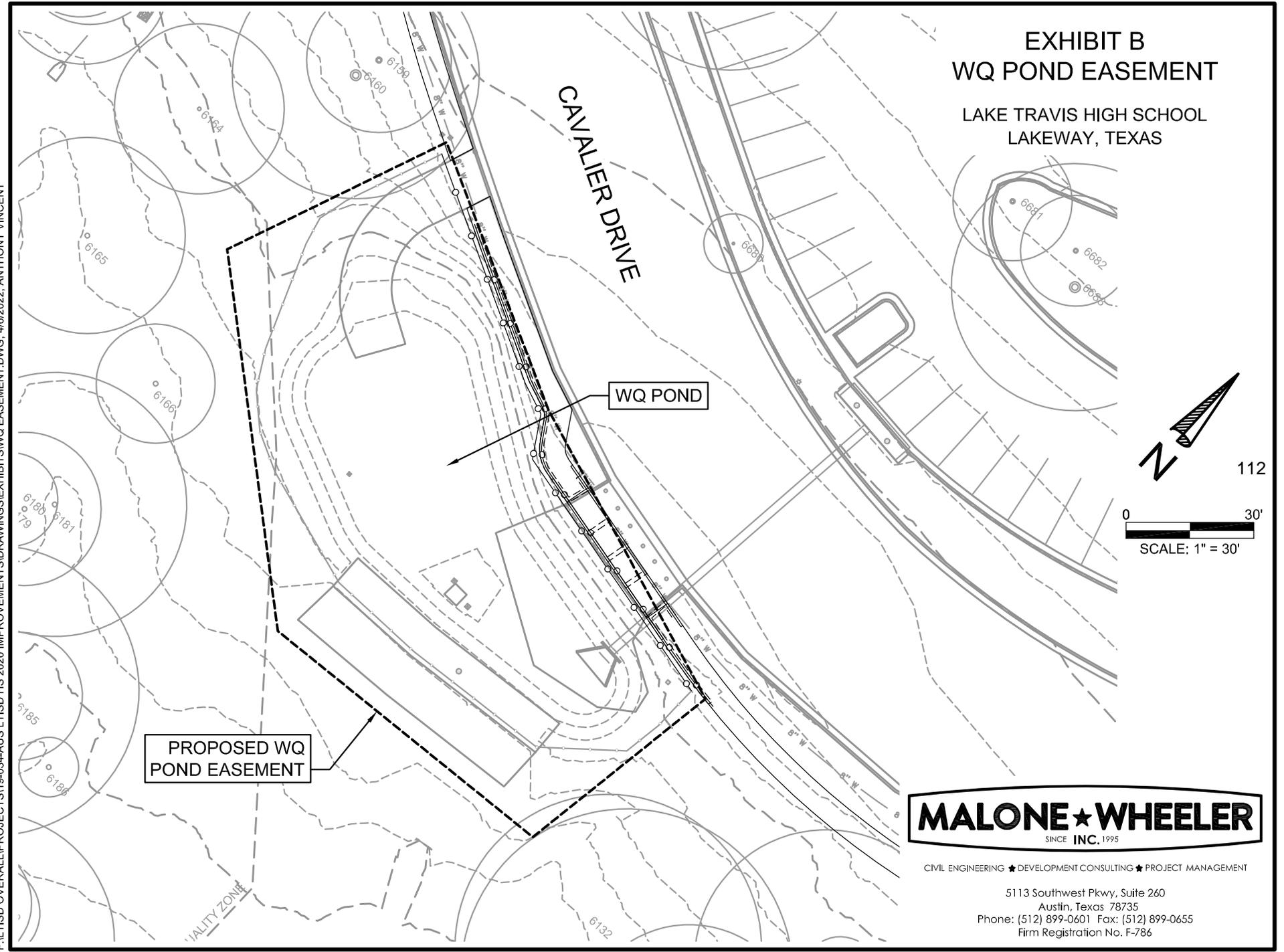
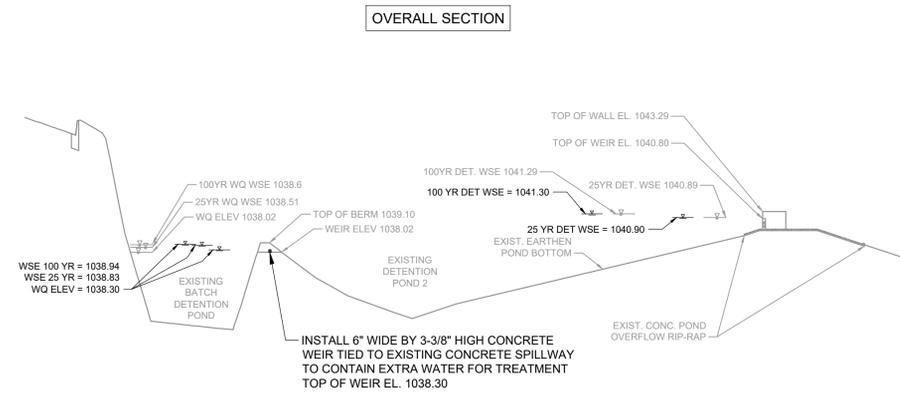
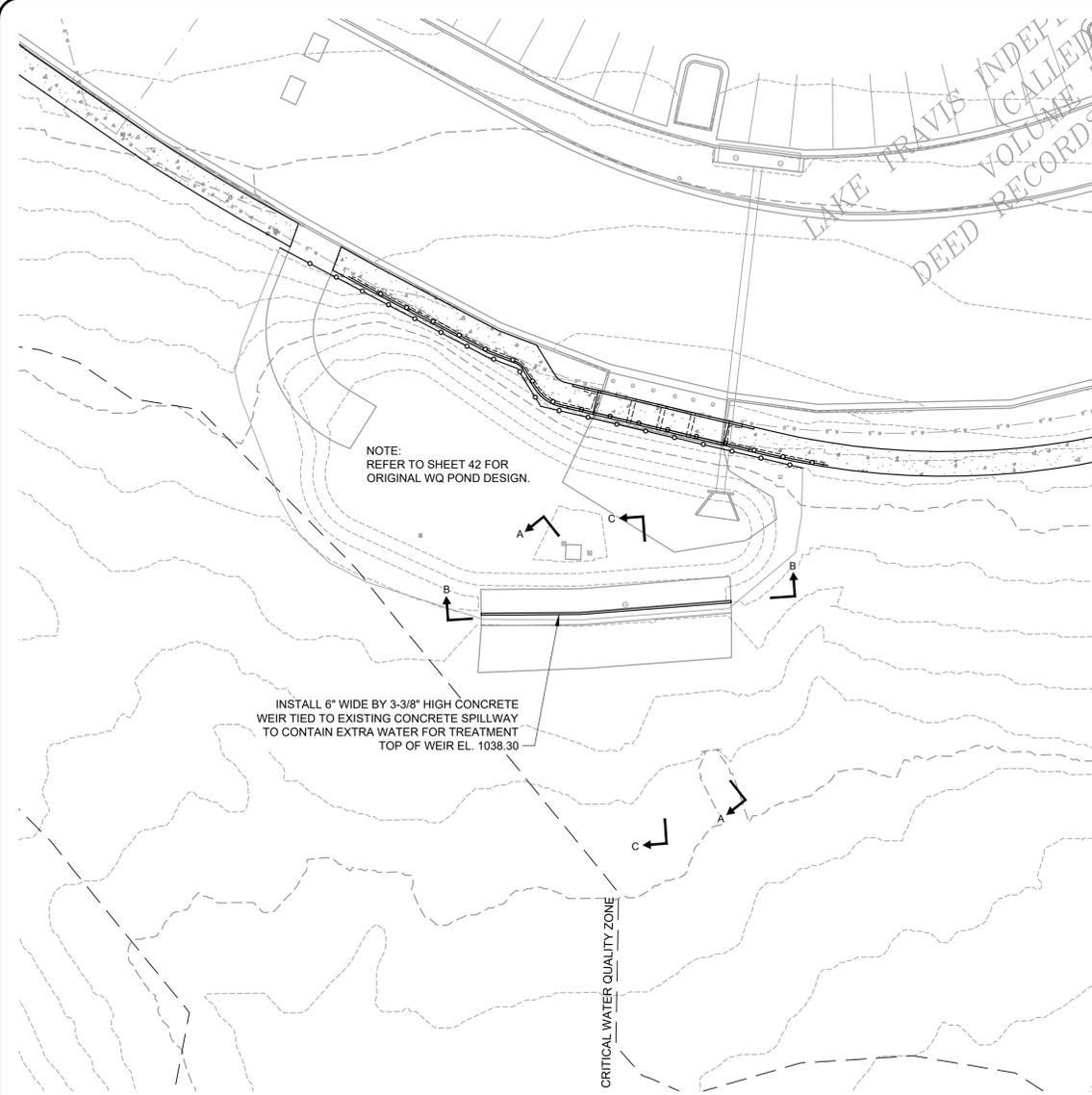


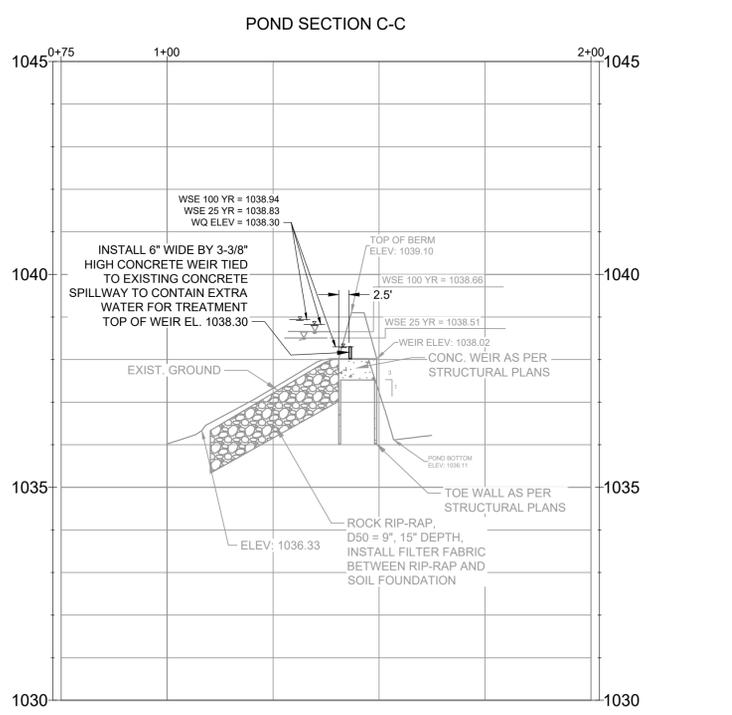
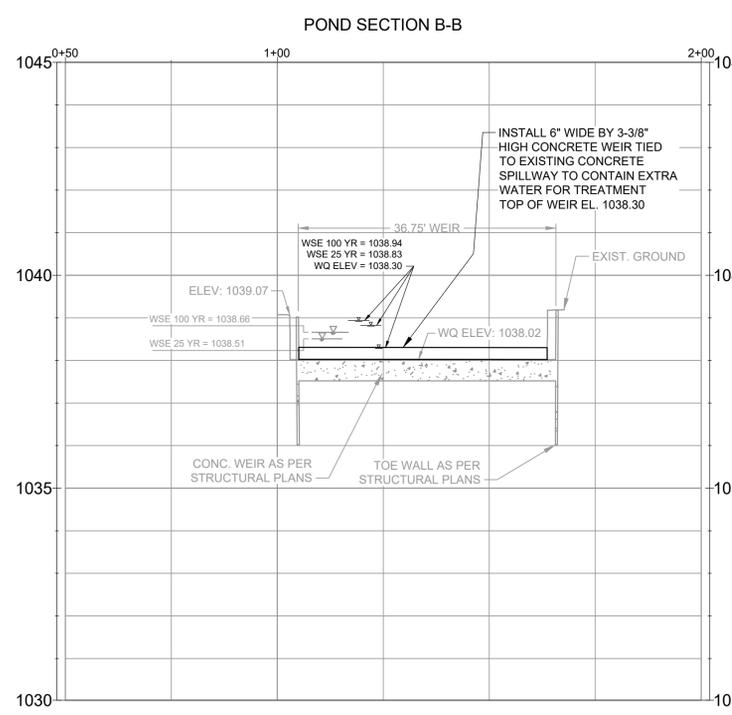
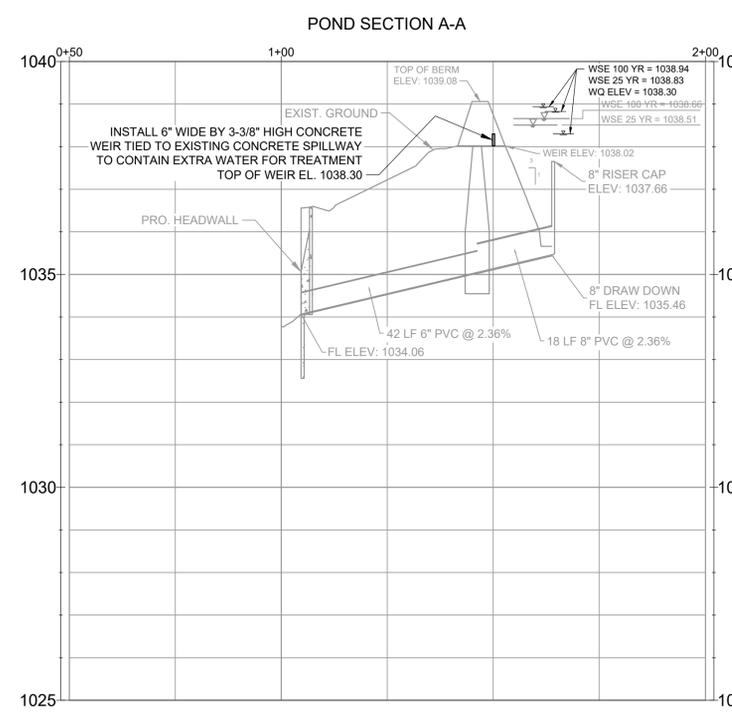
Exhibit B



CONCRETE CURB REINFORCEMENT:

REINFORCE THE CURB WITH 1 - #4 BAR CONTINUOUS AND #4 "L" BARS 6" LG. X 12" LG. AT 24" O.C. ATTACHED TO THE EXISTING WALL WITH ANCHORING ADHESIVE AND 4" EMBEDMENT (PER RECOMMENDATIONS BY PICKETT, KELM & ASSOCIATES, INC.).

- NOTES:**
- CONTACT POSTINSPECTION@TRAVISCOUNTYTX.GOV TO SCHEDULE THE FOLLOWING MILESTONE INSPECTIONS FOR THE WATER QUALITY STRUCTURES WITH AT LEAST A 48-HOUR NOTICE IF APPLICABLE:
 - PRE-POUR OF ALL CONCRETE WITHIN THE FOOTPRINT OF THE WQ CONTROL OR POND
 - PLACEMENT OF ALL ROCK-FILLED GABIONS/MATTRESSES AND LEVEL SPREADERS
 - INSPECTION OF SAND/BIO-FILTRATION MEDIA AND/OR ROCK PRIOR TO INSTALLING
 - UNDERDRAIN PIPING PRIOR TO COVERING WITH SAND/BIO-FILTRATION MEDIA OR ROCK IN INFILTRATION TRENCH - IF COVERED, REMOVAL OF MATERIAL WILL BE REQUIRED
 - COMPLETED CONSTRUCTION OF WATER QUALITY STRUCTURE(S)



NO.	DATE	REVISION	BY

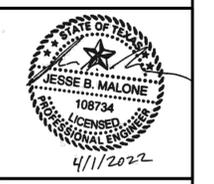
LAKE TRAVIS HIGH SCHOOL 2022 IMPROVEMENTS
3324 RANCH ROAD 620 SOUTH

PROPOSED WATER QUALITY IMPROVEMENTS

MALONE WHEELER
INC. 1975

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



DESIGN BY: SGC
CHECKED BY: SGC
APPROVED BY: JBM
DATE: 4/1/2022

F:\UTSD Overall\Projects\19-034-AUS LTSD HS 2020 IMPROVEMENTS\Drawings\PlanSet\37 PROPOSED WATER QUALITY IMPROVEMENTS.DWG, 4/1/2022, SCOTT COLE

F:\UTSD Overall\Projects\19-034-AUS LTSD HS 2020 IMPROVEMENTS\Drawings\PlanSet\37 PROPOSED WATER QUALITY IMPROVEMENTS.DWG, 4/1/2022 3:40:12 PM, SCOTT

DESCRIPTION OF A 0.23 ACRE TRACT PREPARED FOR EASEMENT PURPOSES ONLY, BY DELTA SURVEY GROUP INC., IN APRIL 2022, LOCATED IN THE A. BECK SURVEY NUMBER 54, ABSTRACT NUMBER 2241, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 55 ACRE TRACT (TRACT II) CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AND DESCRIBED IN VOLUME 7941, PAGE 395, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.23 ACRE TRACT AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with "Capital" cap found in the east line of said Tract II, same being a south corner of Lot 101, Block F, Spillman Ranch, Phase One, Section Five Final Plat, described in Document Number 200200030, Official Public Records, Travis County, Texas, and also being a north corner of a remainder of a 464.976 acre tract conveyed to Henry J. Spillman Jr., et al, and described in Document Number 2001016510, Official Public Records, Travis County, Texas, for the **POINT OF COMMENCEMENT**;

THENCE with the east line of said Tract II and the west line of said Lot 101, N48°28'32"E a distance of 160.75 feet to a 1/2 inch iron rod found;

THENCE leaving said common line and crossing said Tract II, N58°29'44"W a distance of 329.40 feet to a calculated point for the **POINT OF BEGINNING**;

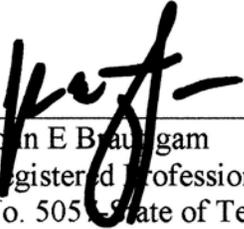
THENCE continuing to cross said Tract II, the following six (6) courses and distances:

1. S86°37'31"W, a distance of 76.99 feet to a calculated point,
2. N49°50'31"W, a distance of 90.38 feet to a calculated point,
3. N21°43'33"E, a distance of 57.27 feet to a calculated point,
4. S63°10'39"E, a distance of 67.29 feet to a calculated point,
5. S70°50'17"E, a distance of 77.11 feet to a calculated point, and

6. S09°02'19"W, a distance of 51.93 feet to the **POINT OF BEGINNING**, and containing 0.23 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD 83/HARN

Date: 4-8-22



John E Brautigam
Registered Professional Land Surveyor
No. 5057 State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
WWW.DELTASURVEYGROUP.COM
TBPLS Firm No. 10004700

0 100' 200' 300'

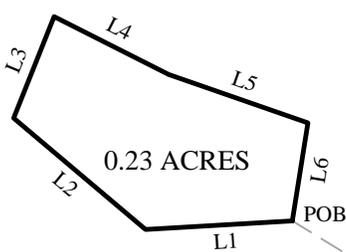


GRAPHIC SCALE
1" = 100'

A. BECK SURVEY NUMBER 54, ABSTRACT 2241
TRAVIS COUNTY, TEXAS
APRIL 2022
PAGE 3 OF 3

LEGEND

- 1/2 INCH IRON ROD FOUND
- ⊕ IRON ROD WITH "CAPITAL" CAP FOUND
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



55.00 ACRES
TRACT II
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
VOL. 7941, PG. 395
D.R.T.C.TX

LINE	BEARING	DISTANCE
L1	S86°37'31"W	76.99'
L2	N49°50'31"W	90.38'
L3	N21°43'33"E	57.27'
L4	S63°10'39"E	67.29'
L5	S70°50'17"E	77.11'
L6	S09°02'19"W	51.93'

N58°29'44"W
329.40'

1/2"

N48°28'32"E
160.75'

LOT 101, BLK F
SPILLMAN RANCH, PHASE ONE,
SECTION FIVE FINAL PLAT
DOC. #200200030
O.P.R.T.C.TX

POC ⊕ "CAPITAL"

* SKETCH TO ACCOMPANY FIELD NOTES *

REMAINDER OF
464.976 ACRES
HENRY J. SPILLMAN
JR., ET AL
DOC. #2001016510
O.P.R.T.C.TX

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE: 512.282.5200 FAX: 512.282.5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM NO. 10004700

QUAD BEE-CAVE
PROJECT LAKE TRAVIS HIGH SCHOOL
DWG. 0.23 ACRE ESMT

BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE, NAD83/CORS

116

ALL CORNERS ARE CALCULATED POINTS UNLESS OTHERWISE NOTED



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Compensation 2022-2023

RECOMMENDED ACTION

Approve the recommended salary adjustments for the 2022-2023 school year.

RATIONALE

Staff will present recommendations for salary adjustments for all employees. Salary adjustments take into consideration compensation and raises from area school districts and capacity within the District's budget. Approving adjustments at this time will allow the District to retain current staff and recruit new employees as we hire for the 2022-2023 school year.

BUDGET PROVISIONS

2022-2023 Operating Budget

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee and Community Relations

Pam Sanchez - Assistant Superintendent of Business Services

ATTACHMENTS

None

MEETING DATE

April 20, 2022



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Update to Lake Travis ISD FDB (LOCAL) Policy Regarding Intradistrict Transfers and Classroom Assignments

RECOMMENDED ACTION:

To approve the update to Lake Travis ISD FDB (LOCAL) Policy regarding Intradistrict Transfers and classroom assignments.

RATIONALE

Lake Travis ISD students receive a quality education at each of our schools and therefore, for this reason parent choice intradistrict transfers are currently not allowed. As a fast-growth school district, we continuously evaluate campus student enrollment to offer the best education possible at each of our campuses. Due to rapid growth in portions of the District, some campuses are approaching student enrollments that represent 120% functional capacity. At this time, the growth has been localized to the Rough Hollow Elementary attendance zone for the 2022-23 school year. In the 2023-24 school year, Bee Cave Elementary is expected to crest 120% functional capacity. With functional capacity available at other elementary schools, this is an opportune time to consider amending procedures to alleviate this growth through parent choice.

When a campus projected enrollment for the upcoming school year is at 120% functional capacity, the District will allow parents to elect to transfer their student to another campus with available capacity. Student transfer requests will only be accepted during a predetermined time period. Transfers will be considered in the order in which they are received and granted based on grade-level availability at the receiving campus. Any grade level that is at 90% capacity or campus that is projected to reach 120% functional capacity within 2 years will be considered closed to this type of transfer.

Current Board policy is prohibitive of a Parent Choice Intradistrict Transfer. Proposed language for FDB (LOCAL) policy is included. Also included for review is the FDB (REGULATION) which describes the procedures for intradistrict transfers.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez, Assistant Superintendent for Business Services
Betsy Russell, Director of Quality Assurance
Amber King, General Counsel

ATTACHMENTS

Draft FDB (LOCAL)
Draft FDB (REGULATION)



MEETING DATE
April 20, 2022

Attendance Zones A student shall be assigned to a school in the attendance zone in which he or she resides. Except as required by law or as permitted in this policy, no intradistrict transfer shall be approved.

Class Changes The campus principal shall be authorized to investigate and approve a transfer of a student from one classroom to another on that campus.

Transfers Between Schools A student who wishes to attend a school other than as assigned shall submit a request in writing to the Superintendent or designee, who shall be authorized to investigate and approve transfers between schools.

Exceptions A student who is not currently a resident of the attendance zone may be permitted to enroll at the school if the student's parent or legal guardian:

1. Is in the process of building a domicile within the attendance zone, the foundation has been laid at the time of enrollment, and the domicile is reasonably expected to be completed before the end of the school year; or
2. Is moving into an owned or leased domicile within the attendance zone within 30 calendar days following the student's enrollment.
3. Resides in the attendance zone of a campus determined by administration to be over the threshold of functional capacity.

A student who changes attendance zones after the first nine-week grading period may remain at the first school until the end of the school year.

A child of a resident District employee may be permitted to enroll at the campus of the employee's choice.

A student who is not a resident of the attendance zone may be permitted to enroll at the school if the student's grandparent:

1. Resides in the attendance zone; and
2. Provides a substantial amount of after-school care for the student.

For purposes of a student's eligibility for an intradistrict transfer based on a grandparent's residency, "substantial amount of after-school care" for the student by the grandparent shall be more than 50 percent of the school year.

For a student to be considered for a transfer under the grandparent residency provision, the parent must:

1. File a letter indicating that the grandparent provides substantial after-school care as defined by the District;
2. Complete the District transfer request form;
3. Demonstrate grandparent residency; and
4. Present a signed verification of transfer reasons with regard to varsity sports participation in accordance with any regulations developed by the UIL.

Extenuating
Circumstances

In extenuating circumstances of hardship, the Superintendent or designee shall be authorized to investigate and approve requested transfers between schools in consultation with the principals of both campuses involved.

**Conditions of
Transfer**

A student wishing to transfer shall file an application for transfer each school year with the Superintendent or designee. A transfer shall be granted for one regular school year at a time.

In approving a transfer, considerations shall include, but shall not be limited to, availability of space; programming; instructional staff; and the student's disciplinary, academic, and attendance history.

Transfers granted due to facility capacity limits will be renewed until the student completes the highest grade available at the campus or until new attendance boundaries that alleviate capacity restrictions are adopted.

The District shall accept no responsibility for transportation for a transfer student, except as provided by statute or policy.

The eligibility of a transfer student to participate in UIL activities shall be determined by all applicable UIL regulations.

In every case, the residence of a student must be bona fide as determined by the Superintendent or designee in consideration of all relevant circumstances.

If the transferred student fails to meet transfer requirements after being granted a transfer, the student's transfer may be revoked at the discretion of the Superintendent or designee.

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

Intradistrict transfer requests for campus changes must be made on the District form provided and should be submitted to the Superintendent or designee. (See FDB Exhibits) Transfer requests must be accompanied by documentation, including proof of residency. Residency will be verified through one residency document, such as a home sale closing document, property tax statement, property deed, contract on a new house, or lease agreement; and one current bill, preferably utility such as electric, water, or gas. Incomplete transfer requests will not be processed.

Due to the rapid growth in Lake Travis ISD, space and staffing availability will be evaluated in each grade level/program and transfers will be approved based on this evaluation for one school year. There is no guarantee that children who are granted an intradistrict transfer in will be able to continue at the requested campus in future school years. Transfer status may also be impacted by LPAC or ARD committee decisions. Parents and guardians of students approved for a transfer are responsible for contacting the campus and fully enrolling the student in the district.

Deadlines

Transfer requests must be submitted annually. Transfers will be processed each Spring semester. Deadlines will be established for all categories of transfers. All timely requests for transfers will be processed prior to the start of the requested school year. Transfers after the school year will be limited to building, grandparent, and bullying or other hardship transfers based on issues that were not known prior to the start of the school year.

Employee transfers are not accepted after the deadline for Lake Travis ISD employees who were employed prior to the transfer deadline. Employees who were hired after the transfer deadline have 30 days from the date of hire to request to enroll their student on a transfer. Employee transfers will not be considered after this deadline.

Transfer Priority

Transfers are prioritized in the following order:

1. Employee transfers submitted by the deadline for employees who work at the requested campus;
2. Employee transfers submitted by the deadline for employees who do not work at the requested campus;
3. Grandfathering transfers submitted by the deadline;
4. Grandparent transfers submitted by the deadline;
5. Building transfers submitted by the deadline;

6. Hardship transfers previously approved and submitted by the deadline;
7. Hardship transfers that are new requests submitted by the deadline;
8. Parent choice transfers previously approved and submitted by the deadline;
9. Parent choice transfers that are new requests submitted by the deadline;
10. All transfers (except employee transfers) submitted after the deadline.

**Last Year on a
Campus Grade Level
Hardships**

A 5th grade or 8th grade student transfers will be considered as a part of the hardship transfer process and priority will be given for them to remain at the current campus when they previously resided in the attendance zone for their 4th grade or 7th grade year respectively and moved to a different attendance zone within the district boundaries during their final semester or in the summer prior to the start of the school year. Siblings of a 5th grade or 8th grade student may also apply for a hardship transfer to remain at the previously zoned campus while the older sibling is in attendance. Co-eligibility of the younger sibling is contingent on eligibility by the older sibling. At the point in which an older sibling is unenrolled from the campus, the co-eligible sibling must also be unenrolled and return to the school in which his/her residence is zoned.

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, including a student who receives special education services, see FDB in the local policy manual. For school safety transfers, see FDE. For bullying rising to the level of prohibited harassment, see FFH. For all other bullying, see FFI.

**Students Who Are
Victims of Bullying**

If an investigation by the campus administration reveals that bullying occurred, the Superintendent or designee may approve a classroom or in-District transfer of the student who is a victim of bullying. Transfer of a student who is the victim of bullying will be based on the following:

- Severity of the bullying incident(s).
- Persistence of the bullying incident(s).
- Frequency and number of incidents involved.

- Number of students involved in the incident(s).
- Past behavior and disciplinary history.
- Likelihood of the bullying to continue.
- Student response to intervention(s), including, but not limited to counseling and discipline, as applicable.
- Mitigating factors related to the bullying incident(s).
- Continuity of instruction.
- Age and grade of placement of the student.
- Time remaining in the year.

Parent Request

If an investigation by the campus administration reveals that bullying occurred, the parent(s) of a student who is the victim of bullying may request a classroom or intradistrict transfer for his or her child. Classroom assignment requests should be made to the campus principal and shall be approved. Requests for campus changes must be made on the District form provided and should be submitted to the Superintendent or designee and shall be approved.

Students Who Engage in Bullying

If an investigation by the campus administration reveals that bullying occurred, the Superintendent or designee may make a recommendation ~~to the Board~~ regarding the classroom or in-District transfer of the student who engaged in bullying. A recommendation to transfer a student who engaged in bullying will be based on the following:

- Severity of the bullying incident(s).
- Persistence of the bullying incident(s).
- Frequency and number of incidents involved.
- Number of students involved in the incident(s).
- Past behavior and disciplinary history.
- Likelihood of the bullying to continue.
- Student response to intervention(s), including, but not limited to counseling and discipline, as applicable.
- Mitigating factors related to the bullying incident(s).
- Continuity of instruction.
- Age and grade of placement of the student.

- Time remaining in the year.

The transfer of a student with a disability who receives special education services and who engaged in bullying may be made only by a duly constituted ARD committee under Education Code 37.004

Grandfathering

Grandfathering is a process by which a student who meets specific criteria may be temporarily exempt from changing the school the student attends because of an attendance zone change. The purpose of grandfathering is to provide a limited phase-in of new attendance zone requirements, thereby, providing students' families with certain options that may reduce educational disruption. In order to be eligible, students must have a completed grandfathering transfer form approved by the Superintendent or designee.

Co-eligibility

Siblings of students who are eligible to be grandfathered are co-eligible to attend the grandfathered campus. Co-eligibility is contingent on eligibility by the older sibling. At the point in which an older sibling is unenrolled from a grandfathered campus, the co-eligible sibling must also be unenrolled and return to the school in which his/her residence is zoned.

2019-2020 Middle School Attendance Zones

A student who will be entering the 7th or 8th grade in the fall of 2019 is eligible to be grandfathered to remain at the middle school campus the student attended in the 2018-2019 school year. Grandfathered students who are retained at a grade level may continue on at the grandfathered campus. In addition, a younger sibling may elect to attend the grandfathered middle school while the older sibling is in attendance at the middle school. When the older sibling leaves the middle school campus, the younger sibling must also be unenrolled from the grandfathered campus and enrolled in the assigned middle school for the attendance zone in which the student resides.

2020-2021 Elementary School Attendance Zones

A student who will be entering the 5th grade in the fall of 2020 is eligible to be grandfathered to remain at the elementary school campus the student attended in the 2019-2020 school year. Grandfathered students who are retained at a grade level may continue on at the grandfathered campus. In addition, a younger sibling may elect to attend the grandfathered elementary school while the older sibling is in attendance at the elementary school. When the older sibling leaves the elementary school campus, the younger sibling must also be unenrolled from the grandfathered campus and enrolled in the assigned elementary school for the attendance zone in which the student resides.

Parent Choice

Parent Choice transfers can be considered when the administration has determined a campus to have reached 120% functional capacity. Students may transfer to a campus that has available campus and grade-level capacity. Any grade level that is at 90% capacity or campus that is projected to reach 120% functional capacity within 2 years will be considered closed to this type of transfer. A parent must reapply annually for a Parent Choice transfer. If the application is submitted timely with all required paperwork, the transfer will be honored until the student completes the highest grade-level offered at the campus of choice or new attendance boundaries that alleviate building capacity restrictions are approved. If a student completes the highest grade-level at the transfer campus, they will be required to attend their zoned secondary campus. If a parent chooses, a student may return to their zoned campus at the completion of the academic year for which the transfer was approved.

Transportation

Transportation will be provided by the student's family. The District will not provide transportation for any student granted a transfer, except as provided by statute or policy.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 042022-01 Regarding the Public Necessity to Authorize the Superintendent or Designee the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of Approximately 19.58 Acres of Land Located at 700 Bell Springs Rd., Dripping Springs, TX

RECOMMENDED ACTION:

Approve Resolution No. 042022-01 Authorizing the Superintendent or Designee with the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of an Approximately 19.58-Acre Parcel of Land Located at 700 Bell Springs Road, more particularly described as Property No. 353769.

RATIONALE

Public necessity requires the acquisition of certain real property, as described herein, for the purpose of future educational facilities and related infrastructure. District administration has identified a potentially suitable piece of property for future district use, and seeks authorization to execute a Letter of Intent and negotiate purchase terms with the landowner. If District administration can successfully negotiate the purchase of this property, a final purchase sale agreement will be presented to the Board for consideration.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Robert Winovitch - Director of Facilities & Construction
Pam Sanchez - Assistant Superintendent for Business Services
Amber King - General Counsel

ATTACHMENTS

Resolution No. 042022-01

MEETING DATE

April 20, 2022

Resolution No. 042022-01 of the Lake Travis ISD Board

A RESOLUTION OF THE BOARD OF TRUSTEES OF LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT FINDING THE PUBLIC NECESSITY TO AUTHORIZE THE POTENTIAL PURCHASE OF REAL PROPERTY.

WHEREAS, the Board of Trustees of the Lake Travis Independent School District has found that public necessity requires the acquisition of certain estates as stated hereinafter for the purposes hereinafter stated; and,

WHEREAS, the Board of Trustees of the Lake Travis Independent School District has found and determined that public convenience and necessity require the acquisition of the hereinafter stated real property in the hereinafter described tract of land to permit construction of public school improvements and related infrastructure; and,

NOW THEREFORE, be it resolved by the Board of Trustees of the Lake Travis Independent School District:

That the Superintendent, acting through his staff or other authorized designee be, and he hereby is, authorized to execute a letter of intent and negotiate a final purchase sale agreement for the acquisition of a certain estate at the location hereinafter stated, for the purpose hereinafter stated, and from the owner hereinafter stated and/or the owner's successors in interest;

The District shall pursue potential acquisition of the following estate currently owned by William P. Miller for the purpose of the location of a District facility and infrastructure.

Location: A certain approximately 19.58-acre parcel of land located at 700 Bell Springs Road, Dripping Springs, TX, more particularly described as Property No. 353769, ABS 190 SUR 46 CURTIS H ACR 1.00.

Adopted this 20th day of April, 2022 by the Lake Travis ISD Board of Trustees.

John Aouelle, Board President

Lauren White, Board Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 042022-02 Regarding the Public Necessity to Authorize the Superintendent or Designee the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of Approximately 4 Acres of Land Located at 20511 Hamilton Pool Rd., Dripping Springs, TX

RECOMMENDED ACTION:

Approve Resolution No. 042022-02 Authorizing the Superintendent or Designee with the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of an Approximately 4-Acre Parcel of Land Located at 20511 Hamilton Pool Road, more particularly described as Property No. 353764.

RATIONALE

Public necessity requires the acquisition of certain real property, as described herein, for the purpose of future educational facilities and related infrastructure. District administration has identified a potentially suitable piece of property for future district use, and seeks authorization to execute a Letter of Intent and negotiate purchase terms with the landowner. If District administration can successfully negotiate the purchase of this property, a final purchase sale agreement will be presented to the Board for consideration.

BUDGET PROVISIONS

2018 Bond Funds

RESOURCE PERSONNEL

Robert Winovitch - Director of Facilities & Construction
Pam Sanchez - Assistant Superintendent for Business Services
Amber King - General Counsel

ATTACHMENTS

Resolution No. 042022-02

MEETING DATE

April 20, 2022

Resolution No. 042022-02 of the Lake Travis ISD Board

A RESOLUTION OF THE BOARD OF TRUSTEES OF LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT FINDING THE PUBLIC NECESSITY TO AUTHORIZE THE POTENTIAL PURCHASE OF REAL PROPERTY.

WHEREAS, the Board of Trustees of the Lake Travis Independent School District has found that public necessity requires the acquisition of certain estates as stated hereinafter for the purposes hereinafter stated; and,

WHEREAS, the Board of Trustees of the Lake Travis Independent School District has found and determined that public convenience and necessity require the acquisition of the hereinafter stated real property in the hereinafter described tract of land to permit construction of public school improvements and related infrastructure; and,

NOW THEREFORE, be it resolved by the Board of Trustees of the Lake Travis Independent School District:

That the Superintendent, acting through his staff or other authorized designee be, and he hereby is, authorized to execute a letter of intent and negotiate a final purchase sale agreement for the acquisition of a certain estate at the location hereinafter stated, for the purpose hereinafter stated, and from the owner hereinafter stated and/or the owner's successors in interest;

The District shall pursue potential acquisition of the following estate currently owned by Renee C. Elkins for the purpose of the location of a District facility and infrastructure.

Location: A certain approximately 4-acre parcel of land located at 20511 Hamilton Pool Rd., Dripping Springs, TX, more particularly described as Property No. 353764, Abs 190 Sur 46 Curtis H Acr 4.01 Mh S#ph079799a/B.

Adopted this 20th day of April, 2022 by the Lake Travis ISD Board of Trustees.

John Aouelle, Board President

Lauren White, Board Secretary



PID: 354698
SIVLEY STEVE R
GEO: 0518160313

Shingle
Hills
433 m

PID: 353764
ELKINS C RENEE
GEO: 0510160201

PID: 353763
SIVLEY STEVE R
GEO: 0510160104

PID: 353769
MILLER WILLIAM ...
GEO: 0510160207

PID: 353771
BACK TO THE LAN...
GEO: 0510160208

PID: 353772
LAIRD SHARIE
GEO: 0510160209

PID: 431237
SVJAGINTSEV JUE...
GEO: 0510160105

131

Franklin County
Wayne County

Franklin County
Wayne County

Hamilton Road

Hamilton Road

Ball Springs Road

Hamilton Road

SR 131

20511 HAMILTON POOL



700 BELL SPRINGS



20511 HAMILTON POOL

133



AGENDA ITEM ACTION SHEET

AGENDA ITEM

March 23, 2022 Board Meeting Minutes, March 31, 2022 Board Team Training Minutes and April 6, 2022 Budget Workshop 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

March 23, 2022 Board Meeting Minutes
March 31, 2022 Board Team Training Minutes
April 6, 2022 Budget Workshop Minutes

MEETING DATE

April 20, 2022

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 March 23, 2022, 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 6:01 p.m.

Quorum Determination

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

Pledge of Allegiance and Moment of Silence

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

Recognition

- **Lake Travis Special Olympics 2022 State Winter Games**

Marco Alvarado, Executive Director of Communication and Community Relations, presented that the following Members of the Lake Travis Special Olympics Cycling team participated in the 2022 State Winter Games held February 19 at Bee Cave Middle School; results are as follows:

- Gracie Crook (Lake Travis Middle School)
 - 500M time trial, 1st Place
- Reno Dees (18+)
 - 1K time trial, 2nd Place; 5K time trial, 1st Place
- Sheriden Gorden (Lake Travis High School)
 - 1K time trial, 2nd Place; 5K time trial, 1st Place
- Jack Halford (Lake Travis High School)
 - 1K time trial, 3rd Place; 5K time trial, 2nd Place
- Travis Hodde (18+)
 - 1K time trial, 1st Place; 5K time trial, 1st Place
- Emelia Holmertz (18+)
 - 1K time trial, 1st Place; 5K time trial, 1st Place
- Reagan Lowman (Lake Travis High School)
 - 1K time trial, 1st Place; 5K time trial, 2nd Place
- Reagan O'Grady (Hudson Bend Middle School)
 - 1K time trial, 1st Place; 5K time trial, 1st Place
- Austin Speight (18+)
 - 10K time trial, 2nd Place; 5K time trial, 1st Place
- Torrence Spence (Lake Travis High School)
 - 1K time trial, 1st Place; 500M time trial, 1st Place
- Jason Walden (Lake Travis High School)
 - 1K time trial, 1st Place; 5K time trial, 1st Place

The Lake Travis Special Olympics Cycling team in comprised of the following members:

- Jace Cochran (Lake Travis Middle School)
- Gracie Crook (Lake Travis Middle School)
- Reno Dees (18+)

- Sheriden Gorden (Lake Travis High School)
 - Jack Halford (Lake Travis High School)
 - Travis Hodde (18+)
 - Emelia Holmertz (18+)
 - Reagan Lowman (Lake Travis High School)
 - Reagan O'Grady (Hudson Bend Middle School)
 - Austin Speight (18+)
 - Torrence Spence (Lake Travis High School)
 - Hayden Trigg (Lake Travis Middle School)
 - Jason Walden (Lake Travis High School)
- **Lake Travis High School 2022 National Merit Scholarship Program Finalists**
 Marco Alvarado and Debbie Garinger presented that Lake Travis High School is pleased to announce that the following seniors have been recognized as Finalists by the 2022 National Merit Scholarship Program:
 - Bruce Chen – parents, Jingliang and Susan Chen
 - Matthew DiLeo – parents, Jonathan and Jennifer DiLeo
 - Sheridan Dorsey – parents, Clifton and Lisa Dorsey
 - Dakota Evans – parents, Reagan and Leslie Evans
 - Kate Hennig – parents Thomas and Peggy Hennig
 - Aniket Naravane – parents, Prajakta and Chaitanya Naravane
 - Reid Trussler – parents, Andrew Trussler and Mary Leah Alexander

These students entered the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (NMSQT) as high school juniors in 2020. They were chosen from more than 1.6 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. In all, 70 seniors from the Lake Travis High School Class of 2022 are National Merit Scholarship Program Qualifying Students. National Merit Scholarship Program Finalist is the highest distinction a student can earn.

Beginning in March and continuing through mid-June, the National Merit Scholarship Corporation will notify approximately 7,500 Finalists that they have been selected to receive one of three Merit Scholarship® awards: a National Merit® Scholarship, a Corporate-sponsored Merit Scholarship, or a College-sponsored Merit Scholarship.

- **Lake Travis High School 2021-2022 Top Ten Academic Scholars**
 Mr. Alvarado and Ms. Garinger presented that Lake Travis High School is pleased to recognize the following seniors as Top Ten Academic Scholars for the 2021-2022 school year:
 - Aniket Chaitanya Naravane (Valedictorian)
 - Bruce Sheng Yao Chen (Salutatorian)
 - Allison Christine Still
 - Joseph Charles Kenis
 - Victoria Katharine Cotton
 - Grace Anne Starr
 - Hunter Milton Kerrigan
 - Kate Elizabeth Hennig

- William Scott Peters
- Akshay Pradeep

Public Comments/Citizen Participation

1. Jennifer Fleck – Elections, CRT, Books
2. Leigh Anne Zuela – School Hours
3. Izzy Zuela – Education
4. Sheri Gordon – Thanks from Special Olympics
5. Susan Harbin – Policies to protect our kids and Community
6. Maria McPhail – Principal

Presentation / Discussion Items

- **February 2022 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018 Capital Projects Report and Quarterly Investment Report**

Pam Sanchez, Assistant Superintendent of Business Services, presented the following documents:

1. Statement of Revenues and Expenditures-February 2022
2. Balance Sheet-February 2022
3. Tax Statement-February 2022
4. 2018 Capital Projects Report-February 2022
5. Quarterly Investment Report – February 2022

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

- **Update to TASB Risk Management Fund Interlocal Participation Agreement**

Pam Sanchez, Assistant Superintendent of Business Services, and Amber King, General Counsel, presented that the Interlocal Participation Agreement serves as the foundational agreement of the TASB Risk Management Fund. The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership. Lake Travis ISD is a member of the TASB Risk Management Fund and participates in various lines of coverage offered by the Fund including automobile, property, errors and omissions, and general liability coverage. The IPA amendments focus on three separate areas: (1) clarify of purpose and meaning; (2) updating Fund Member duties and obligations; and (3) revising the dispute resolution provisions.

This item was for discussion only; action will be requested at the April 20, 2022 board meeting.

- **Estimated Guaranteed Maximum Price (GMP) for CMR-8 for Lake Travis High School Renovation Project for the Summer of 2022**

Robert Winovitch, Director of Facilities and Construction, presented the estimated Guaranteed Maximum Price (GMP) for CMR-8 for the Lake Travis High School Renovation Project for the Summer of 2022 for \$2,921,861 and authorize the Superintendent or his designee to negotiate and execute the GMP amendment.

American Constructors estimated Guaranteed Maximum Price (GMP) for CMR-8 is \$2,921,861. The GMP includes the following work items:

Lake Travis High School

- Architectural Finishes (flooring, wall and ceiling finishes)
- Sidewalks and ADA Accessibility

- Detention Pond Improvements
- Improve drainage at Spillman Loop and RR 620

This item was for discussion/presentation only; action will be requested at the April 20, 2022 board meeting.

- **Request for Qualifications (RFQ) - Annual Financial Audit Report**

Ms. Pam Sanchez, presented the auditing requirements for Texas public school districts are contained in the Texas Education Agency Financial Accountability System Resource Guide, which is the authoritative document, adopted by reference as a rule of the State Board of Education, through Title 19, Texas Administrative Code, Section 109.41. The district-wide audit encompasses internal control, financial and compliance audits and the preparation of the district's annual financial audit report for the fiscal year ending August 31st. All services shall be performed in accordance with and must satisfy the requirements of applicable laws and regulations, generally accepted auditing standards, and generally accepted accounting principles.

The District was notified by our current audit firm, Maxwell, Lock & Ritter LLP that audit services will no longer be provided to school districts. The administration released an RFQ for audit services on March 11, 2022 with a response due date of April 6, 2022. The evaluation of responses will be presented to the Board at the April 20, 2022 regular meeting.

This item was for discussion/presentation only; action will be requested at the April 20, 2022 board meeting.

- **Extension of Antenna License Agreement between LTISD and City of Austin**

Amber King and Pam Sanchez, presented that the City of Austin, in conjunction with other area governmental entities, operates a regional, unified and integrated 800 MHz Trunked Public Safety and Public Service Voice Radio Communications System for police and public service radio communications. In June 2002, Lake Travis ISD executed a license agreement with the City of Austin in which the District granted the City an exclusive license on approximately 0.23 acres located behind the Administration Building for the purpose of installing, operating, maintaining, replacing, and upgrading a communications antenna tower as a part of the System. The original term of the Agreement was for 20 years. The original license is expiring in June 2022, and the City has requested an extension of the license agreement for an additional 20 years. The City pays the District \$10,000 annually as consideration for the license. Additionally, the District benefits from use of the communications system, including most recently our police department radios being allowed to utilize the System. District administration recommends a 20-year extension of the lease

This item was for discussion/presentation only; action will be requested at the April 20, 2022 meeting.

Consideration Items

- **Agreement with Travis County and Other Municipalities Regarding May 7, 2022 Joint Election**

Pam Sanchez presented that for the upcoming May 7, 2022 Trustee Election, the Administration proposes to contract with Travis County to conduct the election. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. The Agreement has been updated to reflect the new Travis County Clerk, Rebecca Guerrero and clarification of election services being provided by Travis County.

A MOTION was made by Trustee Lauren White and seconded by Trustee Phillip Davis to approve the Joint Election Agreement with Travis County for the May 7, 2022 Board Election.

The motion passed by a vote of 6 -0.

- **Election Services Agreement Between Travis County and Lake Travis Independent School District**

Pam Sanchez presented that Texas State law requires a school district that holds an election in May 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 May 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 Phillip Davis and seconded by Trustee Lauren White to approve the Election Services Agreement with Travis County.

The motion passed by a vote of 6 - 0.

- **Resolution No. 032322-01 of the Board Regarding Wage Payments During Emergency School Closings**

Ms. Sanchez presented that the District was closed on the dates of February 3 and February 4, 2022 due to emergencies caused by inclement weather. During these emergency closures, most District employees were instructed not to report to work in order to ensure their safety during the hazardous conditions. As a result, employees risk loss of pay during these days, unless the Board determines a need exists to pay employees for the days the District was closed. The Board is authorized in accordance with the Texas Education Code to expend funds of the District for purposes necessary in the conduct of the public school and that serve a public purpose. The administration believes that paying all employees their regular wage for those days and paying additional premium pay to those non-salaried employees who were called to work during the emergency closing serves the public purposes of maintaining morale, providing equity between employees, and recognizing the services of essential staff.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Kim Flasch for the approval to adopt Resolution No. 032322-01 authorizing wage payments for all employees during the emergency school closures in February 2022.

The motion passed by a vote of 6 -0.

- **Resolution No. 032322-05 and Compensation Plans for 2021-2022 and 2022-2023**

Evalene Murphy, Assistant Superintendent of Employee and Community Relations, presented that the staff requests the approval of the following compensation recommendations to assist with retention and recruitment:

Resolution Regarding Compensation:

On November 11, 2021, the Board approved a retention incentive for all employees paid at 2% of midpoint for administration and 3% of midpoint for all other staff. As the national staffing shortage continues to effect district operations and in an effort to assist staff with the economic impact of extreme inflationary pressures, we recommend an additional 2% of midpoint for all staff. The increase would be paid using ESSER Supplemental Funds which allows for payment of activities to maintain the operation and continuity of services and continuing to employ existing staff. Retention bonuses are one of the allowable costs to meet the intent of the ESSER statute. The total cost of this increase is approximately \$1.3 million.

Bob Dorsett inquired if this is a retention/hiring plan. Evalene answered yes that is the plan.

Targeted Adjustments:

Staff will present and recommend targeted adjustments for clerical, para-professional and auxiliary staff effective March 24, 2022. Approving the adjustments, effective immediately, will allow the District to retain current staff and recruit new employees as we seek to fill current vacancies and begin to hire for the 2022-2023 school year. The total cost of this targeted adjustment is approximately \$300,000.

Discussion by Board -

Kim Flasch asked if this will put LTISD ahead of the neighboring districts.

Evalene Murphy mentioned that this will take place tomorrow if approved. LTISD is stepping out before the other districts.

Jessica Putonti and Lauren White both feel this is positive for our teachers and staff.

Staff will present and recommend targeted adjustments, increasing the salary for teachers and librarians for the 2022-2023 school year. Approving the adjustments at this time will allow the District to retain current staff and recruit new employees as we begin to hire for the 2022-2023 school year. The total cost of this targeted adjustment is approximately \$800,000.

Further Discussion -

Kim Flasch mentioned that our teachers and staff are what makes Lake Travis.

Brad Bailey spoke about how this will positively impact the FANS department, Transportation, maintenance and ground crew. Taking care of our kids is the number one priority. Across the board we are advertising for all of these positions – at area colleges, social media, reached out via work of mouth – trying to get more interest in people joining these jobs.

Paul Norton mentioned that this will help the SPED department, FANS and every department and reward our staff. We have the support of the community from the passing of the TRE – this is why we can propose this to the board tonight.

34 openings in FANS alone

Ryan M. – hiring at this time causes problems, due to the annualized pay due to it being stretched out to cover them over the summer.

Pam Sanchez and Evalene Murphy are working on having employees take only annualized pay to take monthly pay. Helpful to offer this option to our staff.

Phillip Davis – one question what does this plan fall into – aggressive, moderate or conservative? Does it require a bigger swing – this is foundational to keeping our employees.

Evalene Murphy – this is the most aggressive salary payment in the last 5 years – we have already given a one-time payment and now asking for more – have not done a targeted teacher raise.

Kim Flasch– when you are looking at this – this is targeted at the staff members at the lowest pay – are we going to create compression?

Evalene Murphy– yes we are going to have to look at our positions and make targeted adjustments – that cannot be done all at one time.

Bob Dorsett – clarification – teacher recruitment and retention isolated at LTISD?

Evalene Murphy– no it is nationwide – you have to drive to through other districts to get to LT – inflation, prices gone up, gas, housing, etc.....

Average price of a house is \$650,000 – it has gone up over 93,000 since last year –

As a district we are keeping it as low as we can –

Bob Dorsett– Austin economy causing people leave –

#1 reason why teachers are leaving is the cost of housing – they are moving

We do not have a larger number of people leaving than other years –

Impact of society of working from home instead of coming into LTISD to teach.

Fewer college students going into educational field – we are getting more as alternate certification – COVID accelerated this.

Bob Dorsett – should we encourage our teachers? Evalene we should encourage all of the staff and teachers.

John Aouelle– in honor of William Beard not being here Pam what is the cost – next year teachers \$800,000 – this year is \$300,000 – using ESSER funds for the 2% one time is \$1.3M

Pam Sanchez - We can afford it....

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Jessica Putonti to approve the following recommendations:

- Resolution No. 032322-05;
- Targeted adjustments to the auxiliary, clerical and para-professional pay scales for the 2021-2022 school year; and
- Targeted adjustments to the teacher/librarian pay scale for the 2022-2023 school year

The motion passed by a vote of 6-0.

- **Review 2021-2022 District and Campus Improvement Plan Goals and Performance Objectives**

Stefani Allen, Assistant Superintendent of Curriculum and Instruction, presented that district and campus leadership created priorities in the form of performance objectives for each of the goals created in the strategic plan using the new strategic plan as a guide. These goals and performance objectives are consistent in the district improvement plan and every campus improvement plan.

A MOTION was made by Trustee Lauren White and seconded by Trustee Bob Dorsett to approve the 2021-2022 District and Campus Improvement Plan Goals and Performance Objectives.

The motion passed by a vote of 6 - 0.

- **Guaranteed Maximum Price (GMP) for CMR-12 for Serene Hills Elementary School Renovation Project for the Summer of 2022**

Ms. Sanchez, Assistant Superintendent of Business Services, and Mr. Winovitch, Director of Facilities and Construction, presented the estimated Guaranteed Maximum Price (GMP) for CMR-12 for the Serene Hills Elementary School Renovation Project for the Summer of 2022 for \$1,447,077 and authorize the Superintendent or his designee to negotiate and execute the GMP amendment.

Flynn Construction Inc. Guaranteed Maximum Price (GMP) for CMR-12 is \$1,447,077. The GMP includes the following work items:

Serene Hills Elementary School

- Architectural Finishes (flooring, wall and ceiling finishes)
- Gym flooring
- New ADA compliant Playground
- Erosion control at Playground

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to approve the Guaranteed Maximum Price (GMP) for CMR-12 for the Serene Hills Elementary School Renovation Project and authorize the Superintendent or his designee to execute the GMP amendment.

The motion passed by a vote of 6 - 0.

- **TASB Policy Update 118 Affecting the Following Policies:**

CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

DFE(LOCAL): TERMINATION OF EMPLOYMENT – RESIGNATION

DP(LOCAL): PERSONNEL POSITIONS

EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

FL(LOCAL): STUDENT RECORDS

Amber King, General Counsel, presented that TASB regularly sends updates of legal and local policy reflective of legislative changes, court cases, Commissioner's rulings, letters, etc. Update 118 includes a significant number of revisions to both legal and local policies as a result of changes implemented during the 87th Regular Legislative Session. For a detailed summary of the recommended changes to local policies, please see the Explanatory Notes.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Kim Flasch to approve TASB Policy Update 118 for the identified local policies.

The motion passed by a vote of 6 - 0.

- **Resolution No. 032322-02 Delegating Authority to Accept a Contract Employee’s Resignation Effective Before the End of the School Year**

Ms. King, General Counsel, presented that Texas Education Code sections 21.105(b), .160(b), and .210(b), as well as LTISD Board Policy DFE (LOCAL) provide that a contracted employee may resign effective before the end of the school year, with the consent of the Board or the Board’s designee. In addition to the delegation of authority to the Superintendent in Board Policy DFE, this resolution would grant authority to the Assistant Superintendent of Employee and Community Relations to accept a contract employee’s resignation when the resignation is effective before the end of the school year.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to approve Resolution No. 032322-02 Delegating Authority to Accept a Contract Employee’s Resignation Effective Before the End of the Year.

The motion passed by a vote of 6 - 0.

- **Resolution No. 032322-03 Delegating Authority to Accept a Contract Employee’s Resignation Effective at the End of the School Year or submitted Before Penalty-Free Resignation Date**

Ms. King, General Counsel, presented that Texas Education Code sections 21.105(a), .160(a), and .210(a), as well as LTISD Board Policy DFE (LOCAL) provide that a contracted employee may relinquish a teaching position and leave the District at the end of a school year without penalty by filing with the Board or the Board’s designee a written resignation not later than the 45th day before the first day of instruction of the following school year. In addition to the delegation of authority to the Superintendent in Board Policy DFE, this resolution would grant authority to the Assistant Superintendent of Employee and Community Relations to accept a contract employee’s written resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davi1098 to approve Resolution No. 032322-03 Delegating Authority to Accept a Contract Employee’s Resignation Effective at the End of the School Year or Submitted Before the Penalty-Free Resignation Date.

The motion passed by a vote of 6 - 0.

- **Resolution No. 032322-04 to Authorize the Superintendent or Designee the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of Approximately 25 Acres of Land Located at 4528 Bee Creek Road.**

Mr. Winovitch, Director of Facilities & Construction, presented that due to public necessity LTISD requires the acquisition of certain real property, as described herein, for the purpose of future educational facilities and related infrastructure. District administration has identified a potentially suitable piece of property for future district use, and seeks authorization to execute a Letter of Intent and negotiate purchase terms with the landowner. If District administration can successful negotiate the purchase of this property, a final purchase sale agreement will be presented to the Board for consideration.

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee Kim Flasch to approve Resolution No. 032322-04 Authorizing the Superintendent or Designee with the Authority to Execute a Letter of Intent and Negotiate a Purchase Sale Agreement for the Acquisition of an Approximately 25-Acre Parcel of Land Located at 4528 Bee Creek Road, more particularly described as Property No.

123362, all in Travis County, Texas.

The motion passed by a vote of 6- 0.

Consent Agenda

- **February 16, 2022 Board Meeting Minutes**

A **MOTION** was made by Trustee Phillip Davis and seconded by Trustee Kim Flasch 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:

- April 6, 2022 – 6:00 p.m. – Budget Workshop, EDC
- April 20, 2022 – 6:00 p.m. – Monthly Board Meeting, EDC
- May 18, 2022 – 6:00 p.m. – Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 8:02 p.m., as permitted by Texas Government Code 551.001 et seq.

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)

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 8:13 p.m. There was no action after closed session.

Adjournment

There being no further action, the March 23, 2022 Board of Trustees' meeting adjourned at 9:23 p.m.

John Aouelle, President

Lauren White, Secretary

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

A Team-Building session of the Board of Trustees of the Lake Travis Independent School District was held March 31, 2022 in Austin Texas at 607 Ranch Road 620 South, Austin, Texas 78734.

Call To Order

The meeting was called to order at 5:46 p.m., by John Aouelle, Board President.

Quorum Determination

Trustees William Beard, John Aouelle, Lauren White, and Kim Flasch participated in the annual team-building training with Paul Norton, Superintendent of Schools.

Pledge of Allegiance and Moment of Silence

William Beard, led the Pledge of Allegiance. A moment of silence was then observed.

Public Comments/Citizen Participation

There were no audience comments.

Board/Superintendent Team Building Session

Trustees John Aouelle, Kim Flasch, Phillip Davis, William Beard, Jessica Putonti, Bob Dorsett, Lauren White and Superintendent Norton completed the annual team-building (Team of 8 Training) requirement at Faraday's Kitchen Store, 12918 Shops Pkwy #540, Austin, TX 78738 and adjourned at 5:47p.m. No action was taken.

John Aouelle, President

Lauren White, Secretary

**Minutes of Board Workshop
The Board of Trustees
Lake Travis Independent School District**

A workshop of the Board of Trustees of the Lake Travis Independent School District was held April 6, 2022 at the Educational Development Center, Live Oak Room, 607 Ranch Road 620 North, Austin, Texas 78734.

Call To Order

President John Aouelle called the meeting to order at 6:01 p.m.

Quorum Determination

Trustees Lauren White, Phillip Davis, John Aouelle, Kim Flasch, William Beard and Jessica Putonti were in attendance. Trustee Bob Dorsett was absent.

Pledge of Allegiance and Moment of Silence

Chris Woehl, led us in the Pledge of Allegiance and Moment of Silence.

Public Comments/Citizen Participation

No public comment.

Presentation/Discussion Items

- **2022-2023 Preliminary Budget Overview**
Ms. Pam Sanchez, Assistant Superintendent of Business Services, presented to the board the Lake Travis ISD 2022-2023 Preliminary Budget Overview.

This item was for discussion only; action will be requested at the August 2022 Board Meeting

Consideration Items

- **Compensation – Stipend Pay 2021-2022**
Ms. Evalene Murphy, Assistant Superintendent of Employee and Community Relations, presented that administration would like to change the summer school administrative pay from the current supplemental amount of \$40.00 per hour to a set stipend of \$5,000.00. This stipend takes into consideration work completed to prepare for summer school and is competitive with market pay.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the recommended Summer School Stipend as presented.

The motion passes by a vote of 6-0.

Closed Session

Trustees adjourned into closed session at 7:33 p.m. as permitted by Texas Government Code Section 551.001 et. Seq.

Section 551.074 - Personnel Matters

The Board discussed the appointment, employment, evaluation, reassignment, duties, discipline, or

dismissal of public employees or officials, as permitted under section 551.071.

Section 551.071 - Consultation with Attorney

The Board discussed and received legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).

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

The Board discussed personally identifiable information about a public school student.

Section 551.072 – Deliberation Regarding Real Property

The Board discussed the purchase, exchange, lease or value of real property.

Section 551.071 – Deliberation Regarding Security Devices or Security Audits; Closed Meeting.

This chapter does not require a governmental body to conduct an open meeting to deliberate.

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

Open Session

Trustees returned from Closed Session at 7:43 p.m.

No action was taken after closed session.

Adjournment

There being no further action, the April 6, 2022 Board of Trustees' meeting adjourned at 8:27 p.m.

John Aouelle, President

Lauren White , Secretary