

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 March 22, 2023, 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 Special Olympics 2023 State Winter Games 4
 - B. Bee Cave Middle School - 2023 Texas Thespians Regional Junior Festival 22
 - C. Lake Travis High School 2023 Texas Music Educators Association All-State Musicians 24
 - D. Lake Travis High School Model United Nations 26
 - E. Lake Travis High School 2023 National Merit Scholarship Program Finalists 27
 - F. Lake Travis High School 2022-2023 Top Ten Academic Scholars 29
4. Public Comments/Citizen Participation
5. Presentation/Discussion Items
 - A. School Attendance Rezoning Discussion 30
 - B. Library Book Update 46
 - C. LTE Targeted Improvement Plan (TIP) Update: Cycle 2 Progress Report and Effective Schools Framework Diagnostic Visit 59
 - D. February 2023 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018/2023 Capital Projects Report and Quarterly Investment Report 80
 - E. Board Notification under Board Policy CH (LOCAL) - Police Department Vehicles 87
 - F. Board Notification under Board Policy CH (LOCAL) - HVAC Thermostat Controls 88
 - G. Board Notification under Board Policy CH (LOCAL) - District Water Monitoring System 89
 - H. Service Agreement with Calo 90
 - I. C & I Update -Interim Assessment Data 92
 - J. Request for Proposals for AV/PA replacement for Lake Travis Elementary and Serene Hills Elementary 115
6. Consideration Items

A.	2023-2024 PreK Tuition Rate Increase for Non-Qualifiers	116
B.	Discuss and Approve the Certification of Unopposed Candidates	117
C.	Discuss and Approve the Order of Cancellation for the May 6, 2023 School Board Trustee Election	119
D.	Resolution 032223-01 Regarding the Sale of Approximately 0.2302 Acres of Land Located on Jingle Dr.	121
E.	Resolution No. 032223-02 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 23.427 Acres of Land Located at 17024 Hamilton Pool Road	126
F.	Resolution No. 032223-03 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 4.1565 Acres of Land Located at Reimers-Peacock Road	128
G.	Compensation Plan - Stipends - 2022-2023	130
H.	Participation Contract - Balcones Canyonlands Conservation Plan (BCCP - 1181) Located at - 19110 State Hwy 71, Spicewood, TX 78669	145
I.	Participation Contract - Balcones Canyonlands Conservation Plan (BCCP - 1182) Located at - 4528 Bee Creek Rd. , Spicewood, TX 78669	164
J.	Participation Contract - Balcones Canyonlands Conservation Plan (BCCP - 1161) for the Southern Extension of Vail Divide Road	183
K.	Consent Agenda	
	1. Minutes of February 15, 2023 Board Meeting	205
	2. 2023 Bond Program Delivery Method for Safety and Security Improvements	216
	3. TASB Policy Update 120 Affecting the Following Local Policies: CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT – EMERGENCY PLAN	217
	FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES	
	FO(LOCAL): STUDENT DISCIPLINE	
7.	Level Three Hearing of Grievance Filed on November 14, 2022 About a Public School Student	
8.	Upcoming Meetings and Events	
	A. March 27, 2023, 6:00 p.m. - Team of Eight Training, EDC	
	B. April 5, 2023, 6:00 p.m. - Budget Workshop, EDC	
	C. April 19, 2023, 6:00 p.m. - Monthly 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)
 2. The Board will discuss a complaint against a district employee.
 - 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 Special Olympics 2023 State Winter Games

RECOMMENDED ACTION

For Recognition Only.

RATIONALE

Members of the Lake Travis Special Olympics Cycling team participated in the 2023 State Winter Games held February 18 at Bee Cave Middle School; results are as follows:

- **Gavin Ahiers** (Lakeway Elementary School)
 - 500M time trial, 1st Place; 1K time trial, 1st Place
- **Madison “Gracie” Crook** (Lake Travis Middle School)
 - 500M time trial, 1st Place
- **Reno Dees** (18+)
 - 1K time trial, 2nd Place; 5K time trial, 2nd Place
- **Sheriden Gorden** (Lake Travis High School)
 - 1K time trial, 1st Place; 5K time trial, 1st Place
- **Jon “Jack” Halford** (Lake Travis High School)
 - 1K time trial, 3rd Place; 5K time trial, 3rd Place
- **Travis Hodde** (18+)
 - 1K time trial, 1st Place; 5K time trial, 1st Place
- **Valentina Johnson** (Lake Travis High School)
 - 500M time trial, 2nd Place; 1K time trial, 3rd Place
- **Reagan Lowman** (Lake Travis High School)
 - 1K time trial, 1st Place; 5K time trial, 2nd Place
- **Luke Mueller** (Lake Travis High School)
 - 1K time trial, 2nd Place; 5K time trial, 1st Place
- **Torrence Spence** (18+)
 - 500M time trial, 1st Place; 1K time trial, 2nd Place



- **William Sumrall** (Lake Pointe Elementary School)
 - 1K time trial, 3rd Place; 5K time trial, 2nd Place
- **Jason Walden** (Lake Travis High School)
 - 500M time trial, 1st Place; 1K time trial, 2nd Place
- **Emilio Yazdani** (18+)
 - 1K time trial, 1st Place; 5K time trial, 3rd Place

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Dr. Laura Abbott - Director of Special Services

Marisa Soddors - Lake Travis Head of Delegation

Frank Assorgi - Lake Travis Special Olympics Cycling Coach

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 22, 2023

2023 Lake Travis ISD Special Olympics Cycling Team





Gavin Ahiers

LWE

7

1st Place - 500M time trial

1st Place - 1K time trial



Gracie Crook

LTMS

8

1st Place - 500M time trial



Reno Dees

18+

2nd Place - 1K time trial
2nd Place - 5K time trial



Sheriden Gorden

LTHS

1st Place - 1K time trial
1st Place - 5K time trial



Jack Halford

LTHS

3rd Place - 1K time trial
3rd Place - 5K time trial



Travis Hodde

18+

1st Place - 1K time trial
1st Place - 5K time trial



Valentina Johnson

LTHS

13

2nd Place - 500M time trial
3rd Place - 1K time trial



Reagan Lowman

LTHS

1st Place - 1K time trial
2nd Place - 5K time trial



Luke Mueller

LTHS

15

2nd Place - 1K time trial
1st Place - 5K time trial



Torrence Spence

18+

16

1st Place - 500M time trial
2nd Place - 1K time trial



William Sumrall

LPE

3rd Place - 1K time trial
2nd Place - 5K time trial



Jason Walden

LTHS

18

1st Place - 500M time trial

2nd Place - 1K time trial



Emilio Yazdani

18+

19

1st Place - 1K time trial
3rd Place - 5K time trial



Frank Assorgi

LTMS

Head Coach





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Bee Cave Middle School - 2023 Texas Thespians Regional Junior Festival

RECOMMENDED ACTION

For Recognition Only.

RATIONALE

Nine students from the Advanced Production Class at Bee Cave Middle School earned Superior ratings—the highest rating possible—at the Texas Thespians' Regional Junior Festival held February 11 in Austin. As a result, the following students have automatically qualified to participate at national competition later this summer:

- Group Acting
Superior IE - National Qualifying Performance
Charles Howard, Brandon Linscomb, and Lucas Wauson
- Duet Acting
Superior IE - National Qualifying Performance
Ronin Kenworthy and Reagan Murray
- Duet Acting
Superior IE - National Qualifying Performance
Arun Nalluri and Avery Poole
- Duet Acting
Superior IE - National Qualifying Performance
Cooper Clawson and Hudson Wright

Texas Thespians, an affiliate of the Educational Theatre Association, is one of the largest chapters in the nation which promotes excellence in middle and high school theatre departments across the state. Additionally, Bee Cave Middle School also competed against 14 other schools in a Tech Relay event during the Texas Thespians Junior Festival, earning 3rd place. This was the first time for BCMS to participate at the festival. Anna Barkin is the school's Theater Arts teacher.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Melanie Beninga – Principal, Bee Cave Middle School

Shannon Gill – Director of Fine Arts

Marco Alvarado – Executive Director for Communications & Community Relations



ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2023 Texas Music Educators Association All-State Musicians

RECOMMENDED ACTION

For Recognition Only.

RATIONALE

The musical talents of six Lake Travis High School students have earned each of them a place on the 2023 All State Band, Choir, and Orchestra as determined by the Texas Music Educators Association (TMEA).

According to TMEA, All State is the highest honor a Texas music student can receive. Approximately 1,830 students were selected through a process that began in the fall of 2022 with over 70,000 students from around the state vying for the honor to perform in one of 18 ensembles (band, choir, and orchestra).

The following students from Lake Travis High School were selected as All-State musicians:

- **Luc Birla** (junior) – clarinet, concert band
- **Jacob Fagan** (junior) – tuba, symphonic band, 2nd chair
- **Autumn Forgey** (senior) – treble choir, 5th chair
- **Sam Orgeldinger** (senior) – alto saxophone, concert band
- **Lucas Scott** (senior) – double bass, sinfonietta
- **Abigail Stivers** (senior) – mixed choir, 2nd chair

Students performed with other Texas All-State musicians on February 11 at the Henry B. González Convention Center in San Antonio as part of the 2023 Texas Music Educators Association Clinic/Convention. Richard Hicks, Adam Poynor, and Ana Macias direct the Lake Travis High School band, choir, and orchestra programs, respectively.

TMEA is an association of more than 13,000 school music educators dedicated to promoting excellence in music education. Each year, TMEA hosts its annual clinic and convention in San Antonio where music students and educators gather to learn, perform and network.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger – Principal, Lake Travis High School

Shannon Gill - Director of Fine Arts

Marco Alvarado - Executive Director for Communications & Community Relations



ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School Model United Nations

RECOMMENDED ACTION

For Recognition Only.

RATIONALE

The Model United Nations club at Lake Travis High School earned four prestigious awards during the Boston University 22nd Model United Nations Conference held February 10-12, 2023. Better known as BosMUN, the conference is a three-day simulation of the United Nations for high school students.

Delegates of the Lake Travis Model United Nations, or LTMUN, debate a variety of global issues in local and national conferences. LTMUN will host its own Model United Nations conference April 1-2, 2023.

Lake Travis Model UN program advisors are Austin Fruge and Liam Monahan.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger – Principal, Lake Travis High School

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2023 National Merit Scholarship Program Finalists

RECOMMENDED ACTION

For Recognition Only.

RATIONALE

Lake Travis High School is pleased to announce that the following seniors have been recognized as Finalists by the 2023 National Merit Scholarship Program:

- **Tyler Harrison** – parents, Jeff and Faith Harrison
- **William Iannitelli** – parents, Anthony Iannitelli and Denise Ray
- **Bogna Kaminska** – parents, Piotr Kaminski and Beata Kaminska
- **Jackson Lieb** – parents, Gordon and Jennifer Lieb
- **Elizabeth Sewell**, David and Rory Sewell
- **Meghana Singireddy**, Srinivasa and Sudha Singireddy
- **Siddharth Sreenivasan**, Santosh and Jyoti Sreenivasan
- **Andrew Yun**, Eunsang and Soeun Yun

These students entered the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (NMSQT) as high school juniors in 2021. 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, 64 seniors from the Lake Travis High School Class of 2023 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.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger – Principal, Lake Travis High School

Elizabeth Clark – Counselor, Lake Travis High School

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None



MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2022-2023 Top Ten Academic Scholars

RECOMMENDED ACTION

For Recognition Only.

RATIONALE

Lake Travis High School is pleased to recognize the following seniors as Top Ten Academic Scholars for the 2022-2023 school year:

- **Coco Carena Kathie Zhou** (Valedictorian) – parents, Dayong Zhou and Yunhua Wang
- **Meghana Reddy Singireddy** (Salutatorian) – parents, Srinivasa and Sudha Singireddy
- **Y'lan Tang Nguyen** – parents, Tinh and Kelsey Nguyen
- **Simon Alexander Knuff** – parents, Steven and Halie Knuff
- **Nausheen Zarrin Hossain** – parents, Ashraf Hossain and Jahan Nusrat
- **Daryan Taylor Willyard** – parents, Chris and Anissa Willyard
- **Andrew John Mathew** – parents, Aju Mathew and Rachel John
- **Andrew Hyunmin Yun** – parents, Eunsang and Soeun Yun
- **Tihar Islam** – parents, Mohammed Islam and Rokshana Flora
- **Isaac Joseph George** – parents, Joseph George and Shana Thomas

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger – Principal, Lake Travis High School

Lisa Colley - Lead Counselor, Lake Travis High School

Marco Alvarado - Executive Director of Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

School Attendance Rezoning Discussion

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the April 19, 2023 Board Meeting.

RATIONALE

The district has been in the process of exploring rezoning options to relieve overcrowding of district schools. This is a result of not being able to start construction on Elementary #8 that was originally projected to open in the Fall of 2024.

BUDGET PROVISIONS

2022-2023 General Operating Budget \$12,200

RESOURCE PERSONNEL

Paul Norton - Superintendent

Pam Sanchez - Assistant Superintendent of Business Services

ATTACHMENTS

None

MEETING DATE

March 22, 2023



Re-Zoning Options

LAKE TRAVIS ISD

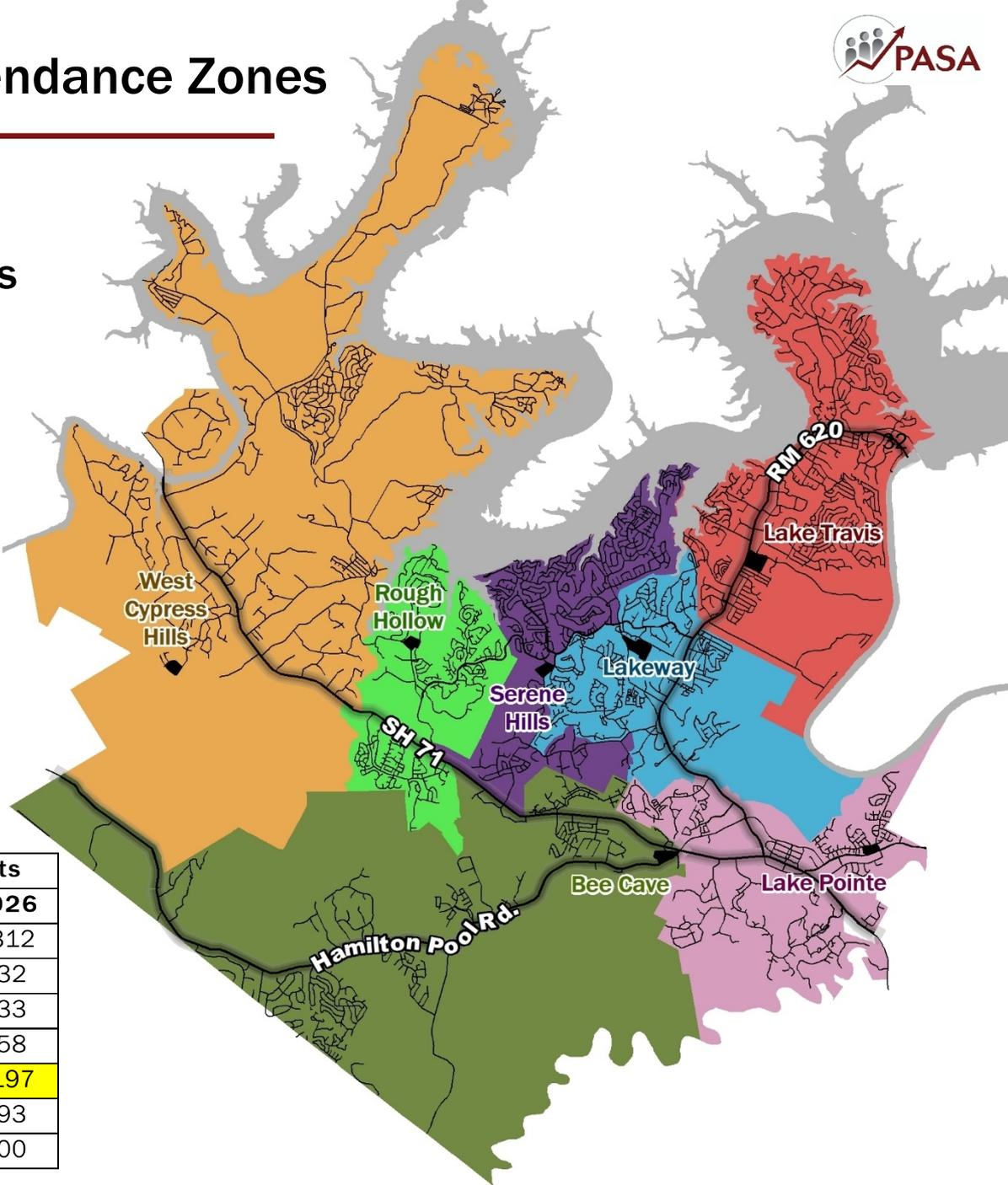
Spring 2023

POPULATION AND SURVEY ANALYSTS
WWW.PASATX.COM

2022-23 Elementary Attendance Zones



**Current Projected Residents
No Changes**

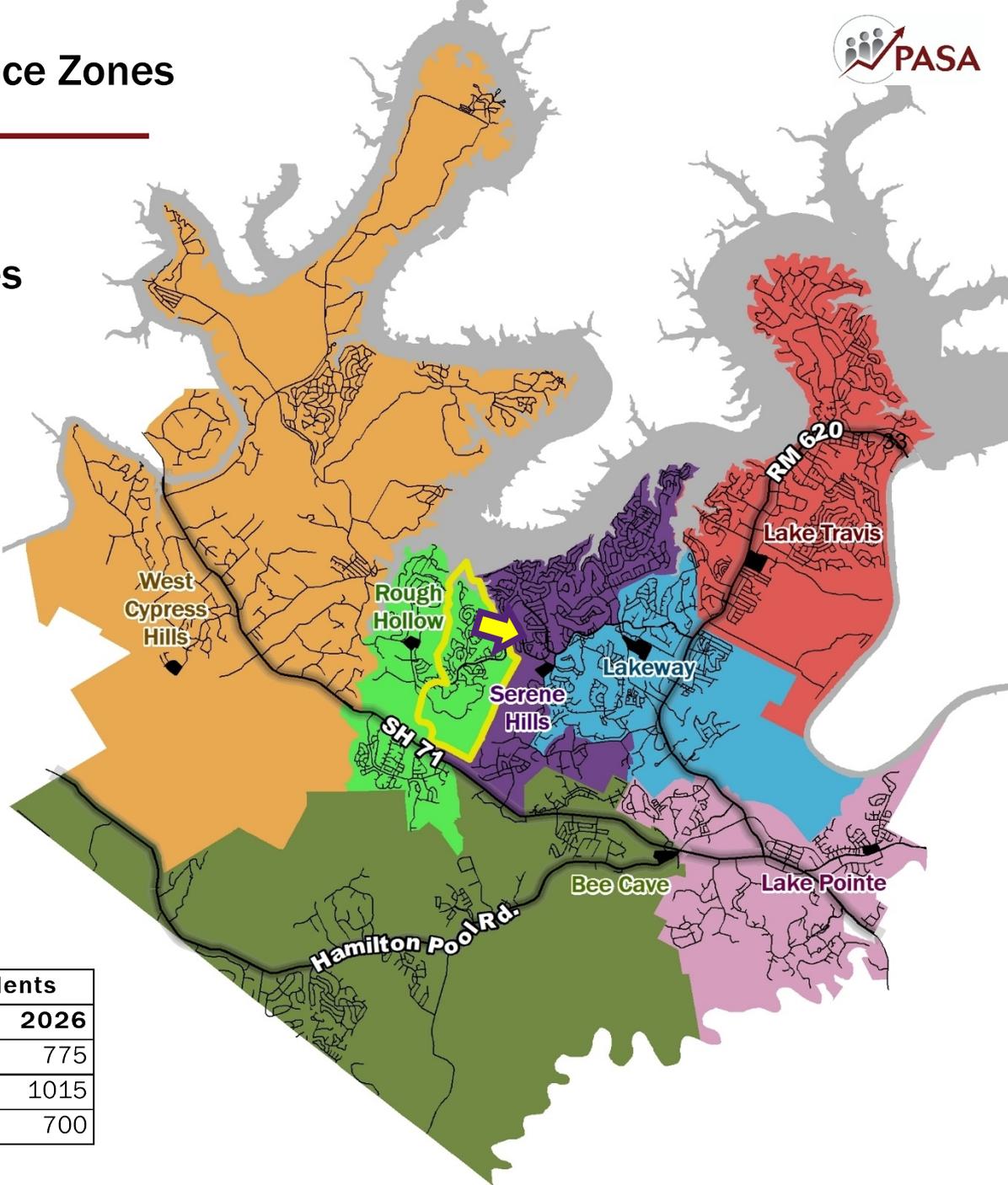


School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
BCE	850	998	1084	1209	1312
LPE	800	712	727	727	732
LTE	950	728	746	734	733
LE	850	589	594	623	658
RHE	850	1103	1147	1172	1197
SHE	850	567	563	572	593
WCHE	850	637	643	657	700

2022-23 Elementary Attendance Zones



Proposed Rezoning Changes Option 1



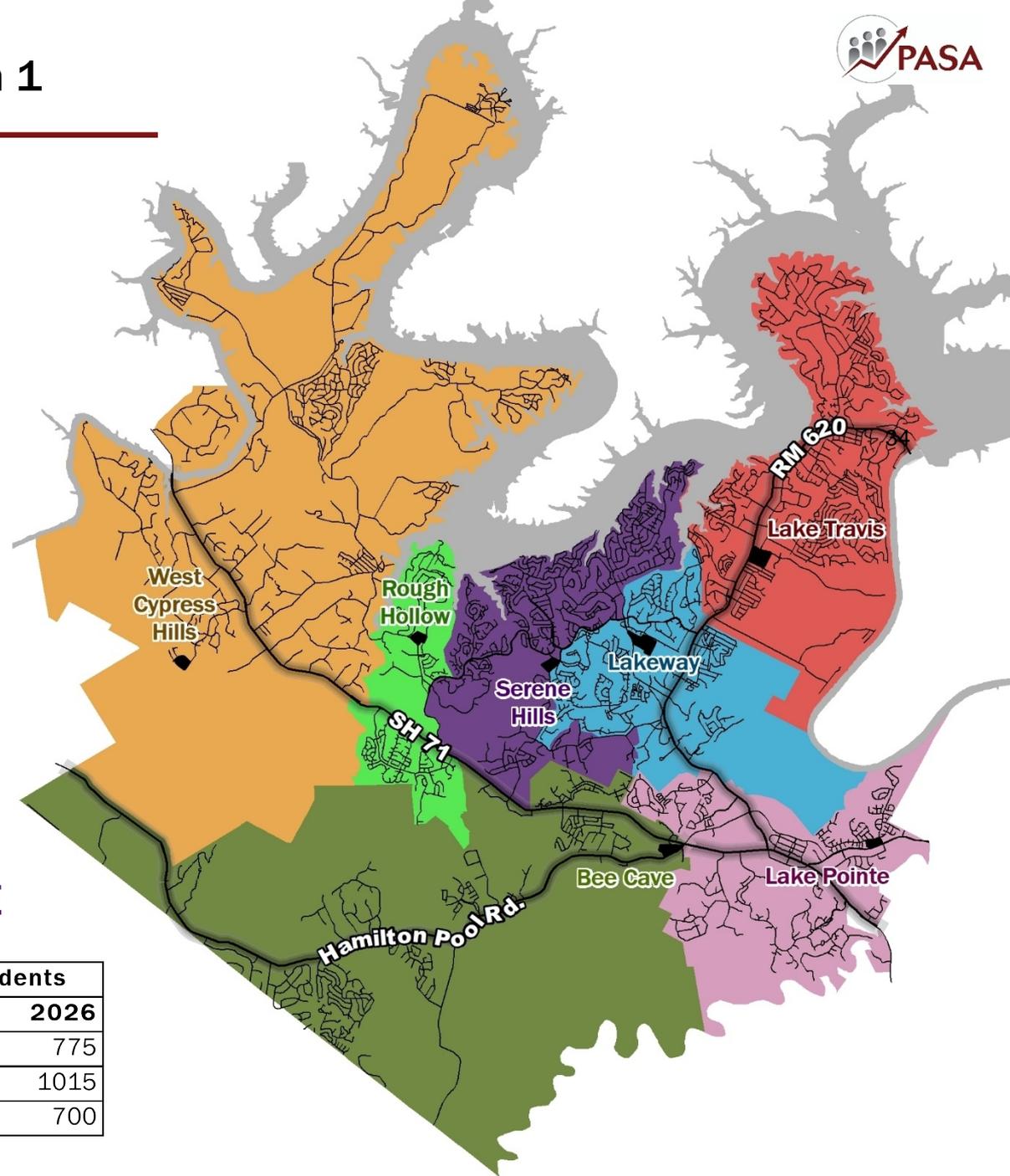
Relieves RHE by moving:

Part of Rough Hollow to SHE

Neighborhoods on both sides of Highlands Blvd.

School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	703	739	757	775
SHE	850	967	971	987	1015
WCHE	850	637	643	657	700

Proposed Zoning Option 1



Relieves RHE by moving:

Part of Rough Hollow to SHE

Neighborhoods on both sides of Highlands Blvd.

School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	703	739	757	775
SHE	850	967	971	987	1015
WCHE	850	637	643	657	700

2022-23 Elementary Attendance Zones



Proposed Rezoning Changes Option 2

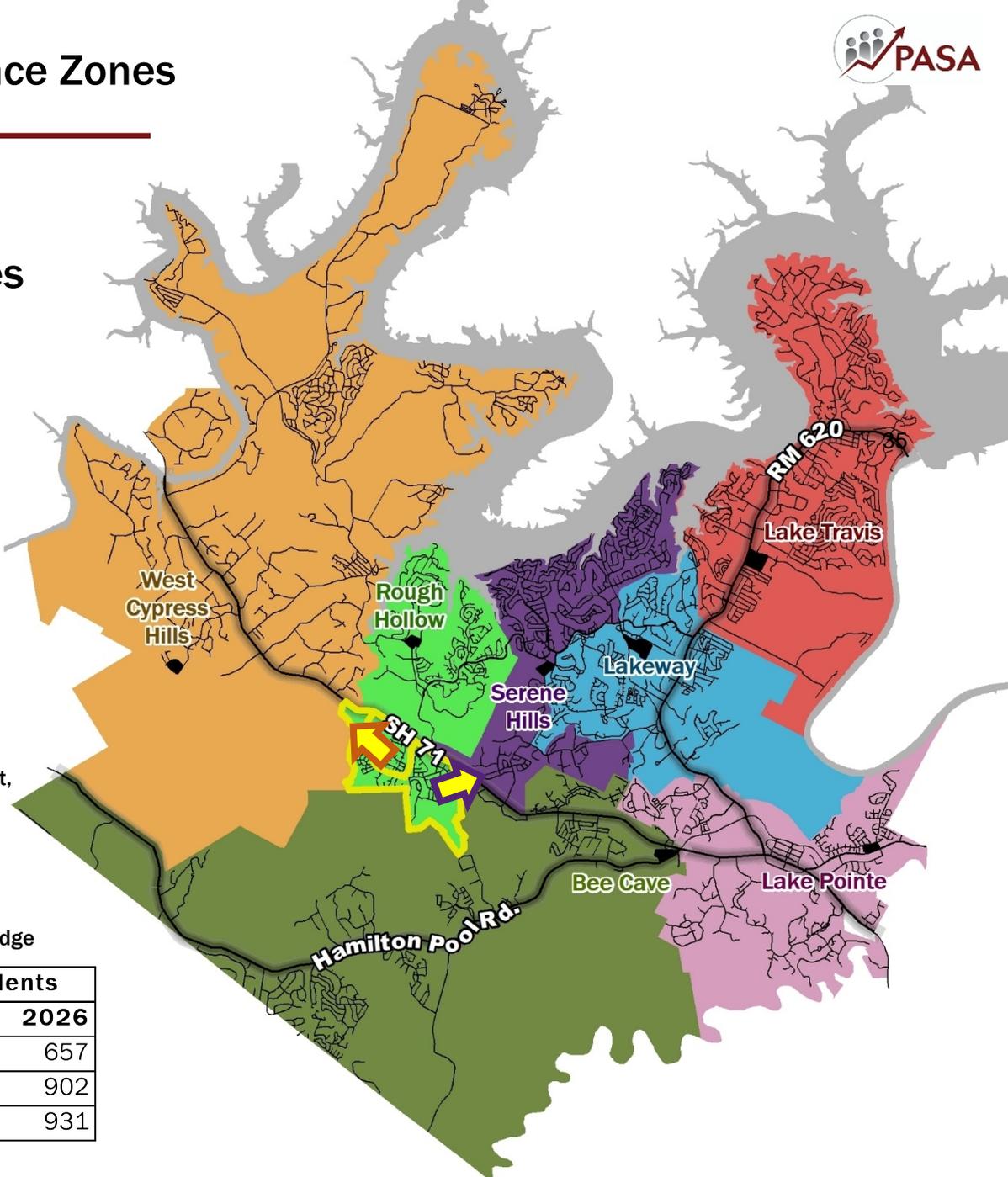
Relieves RHE by moving:

Part of Sweetwater to SHE

Madrone Ridge, Hillcrest, Davenport Summit, The Summit, Llano Terrace, Hidden Springs, Canyonwood, Creekside

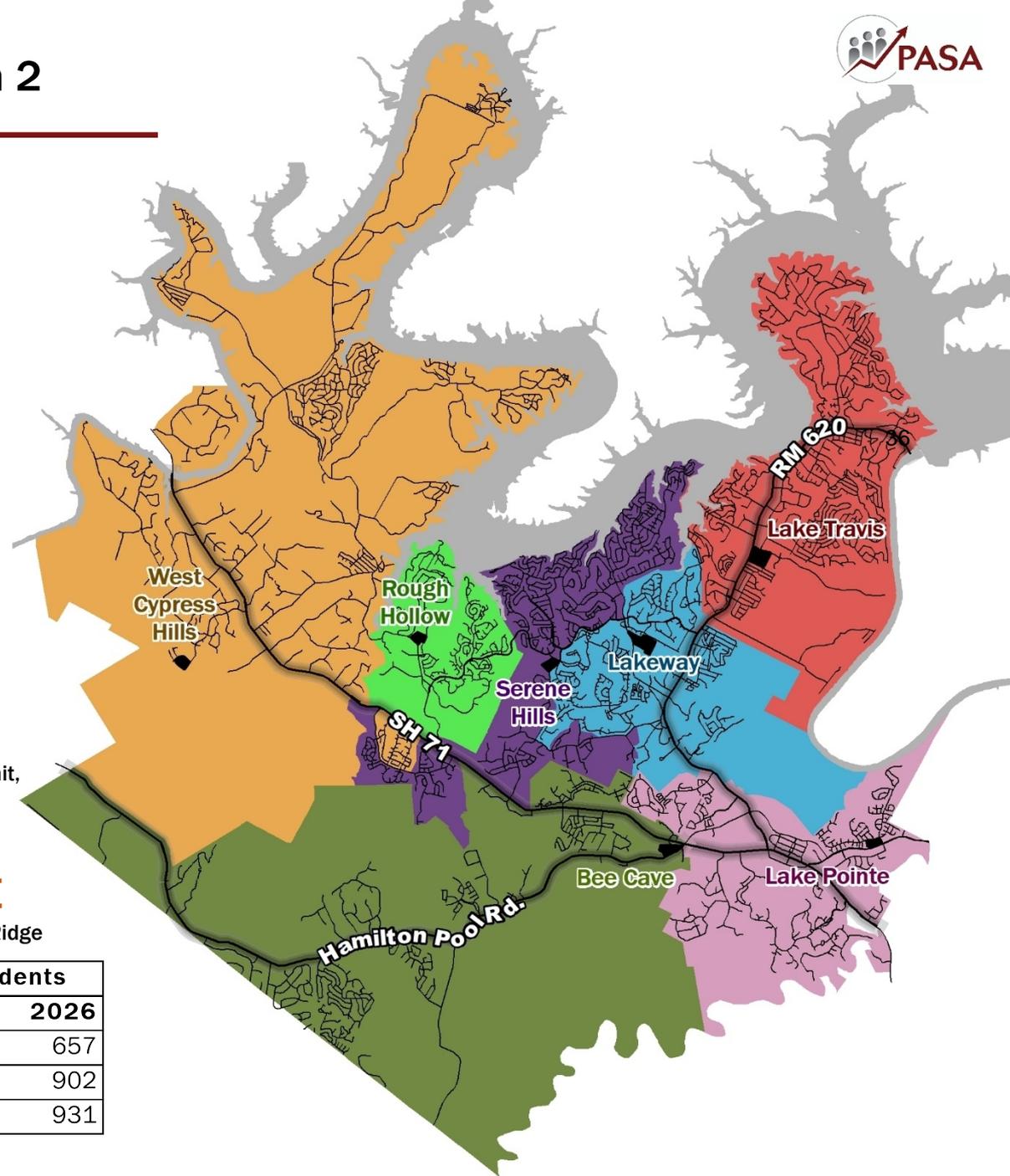
Part of Sweetwater to WCHE

Sweetwater Ranch, Stonecreek, Highland Lakes, Mesa Ridge



School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	621	636	646	657
SHE	850	846	859	884	902
WCHE	850	840	858	871	931

Proposed Zoning Option 2



Relieves RHE by moving:

Part of Sweetwater to SHE

Madrone Ridge, Hillcrest, Davenport Summit, The Summit, Llano Terrace, Hidden Springs, Canyonwood, Creekside

Part of Sweetwater to WCHE

Sweetwater Ranch, Stonecreek, Highland Lakes, Mesa Ridge

School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	621	636	646	657
SHE	850	846	859	884	902
WCHE	850	840	858	871	931

2022-23 Elementary Attendance Zones



Proposed Rezoning Changes Option 3

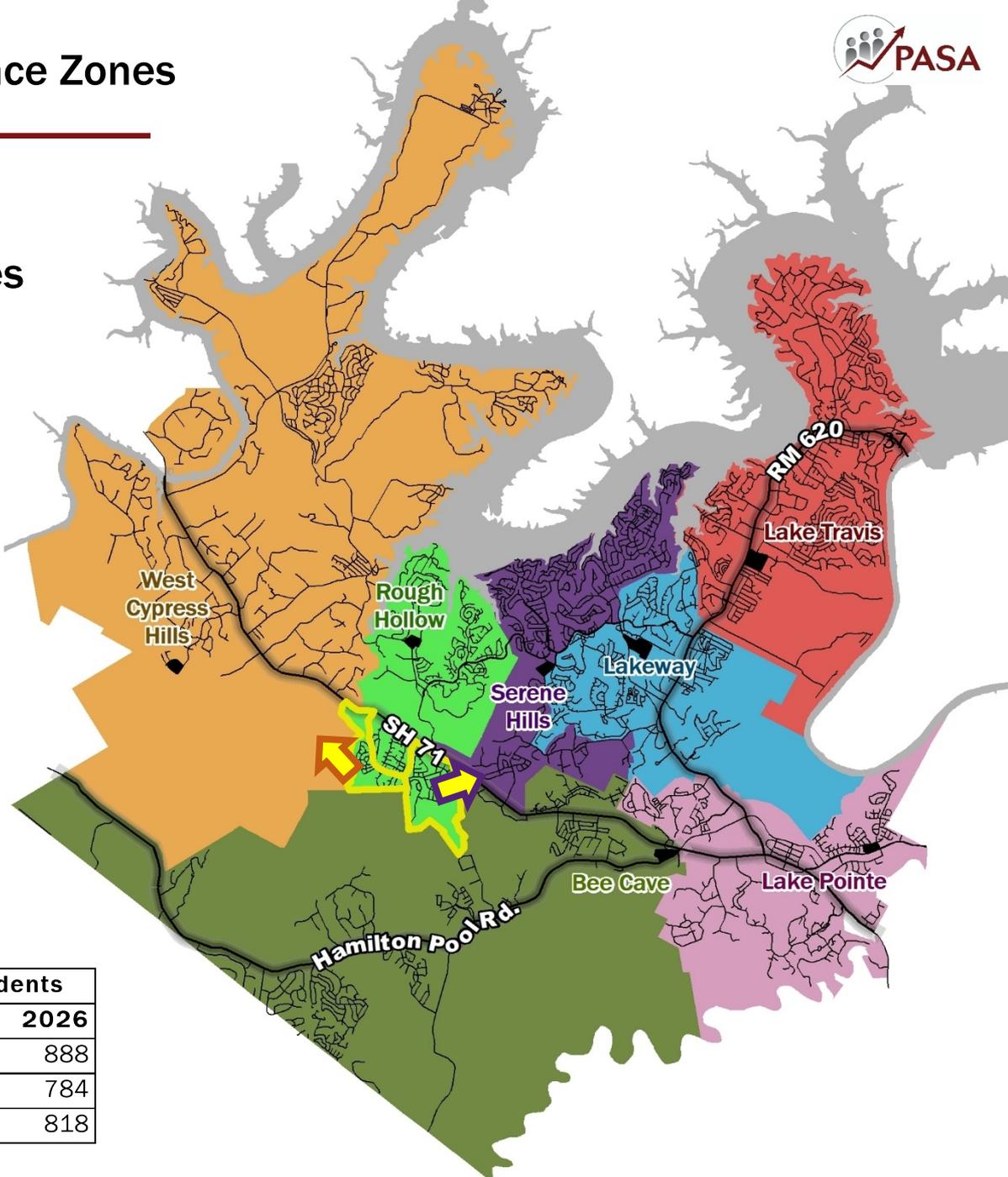
Relieves RHE by moving:

Part of Sweetwater to SHE

Davenport Summit, The Summit, Llano Terrace,
Hidden Springs, Canyonwood, Creekside

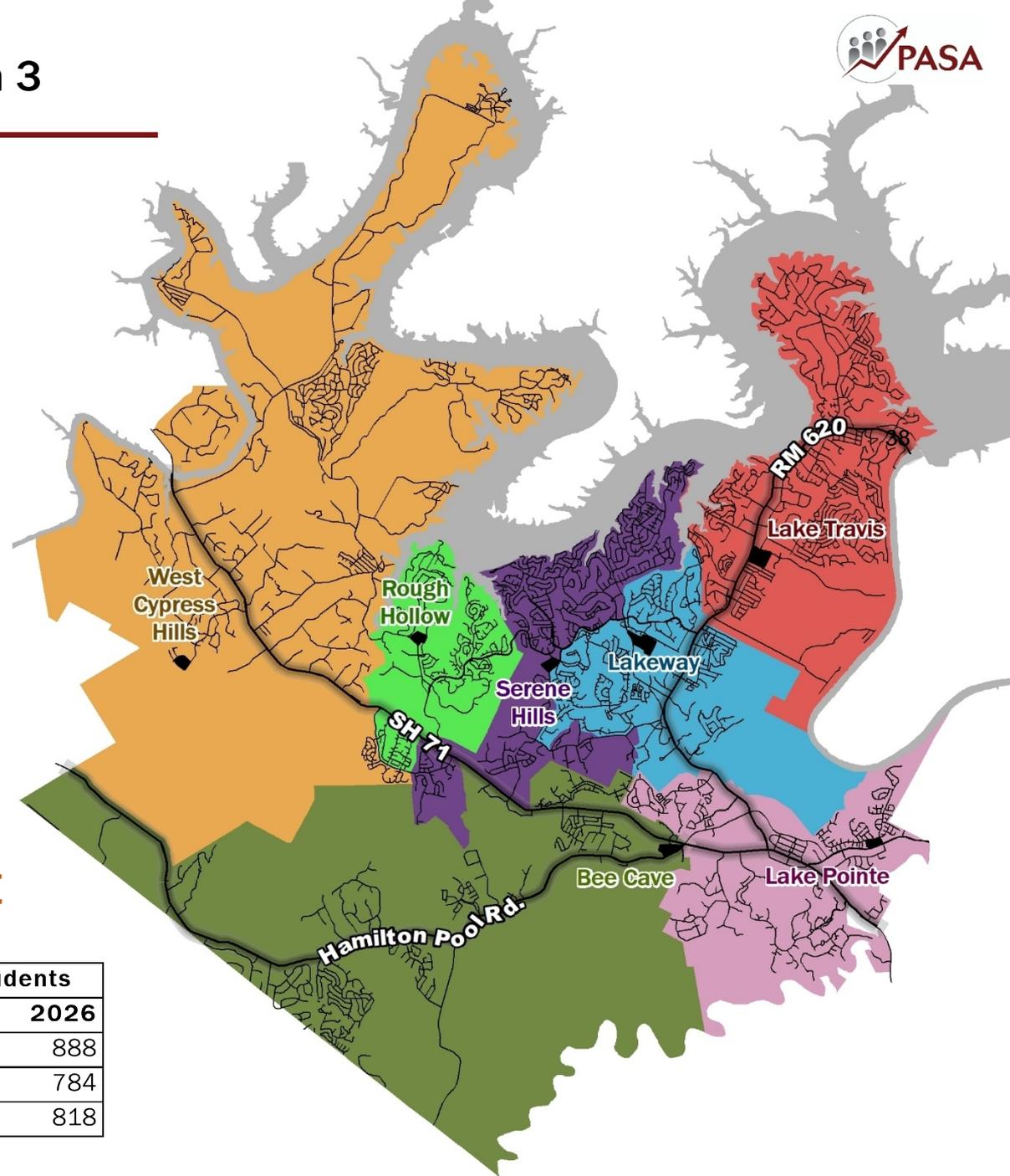
Part of Sweetwater to WCHE

Madrone Ridge, Hillcrest



School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	824	851	860	888
SHE	850	724	740	764	784
WCHE	850	759	762	777	818

Proposed Zoning Option 3



Relieves RHE by moving:

Part of Sweetwater to SHE

Davenport Summit, The Summit, Llano Terrace, Hidden Springs, Canyonwood, Creekside

Part of Sweetwater to WCHE

Madrone Ridge, Hillcrest

School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	824	851	860	888
SHE	850	724	740	764	784
WCHE	850	759	762	777	818

2022-23 Elementary Attendance Zones



Proposed Rezoning Changes Option 4

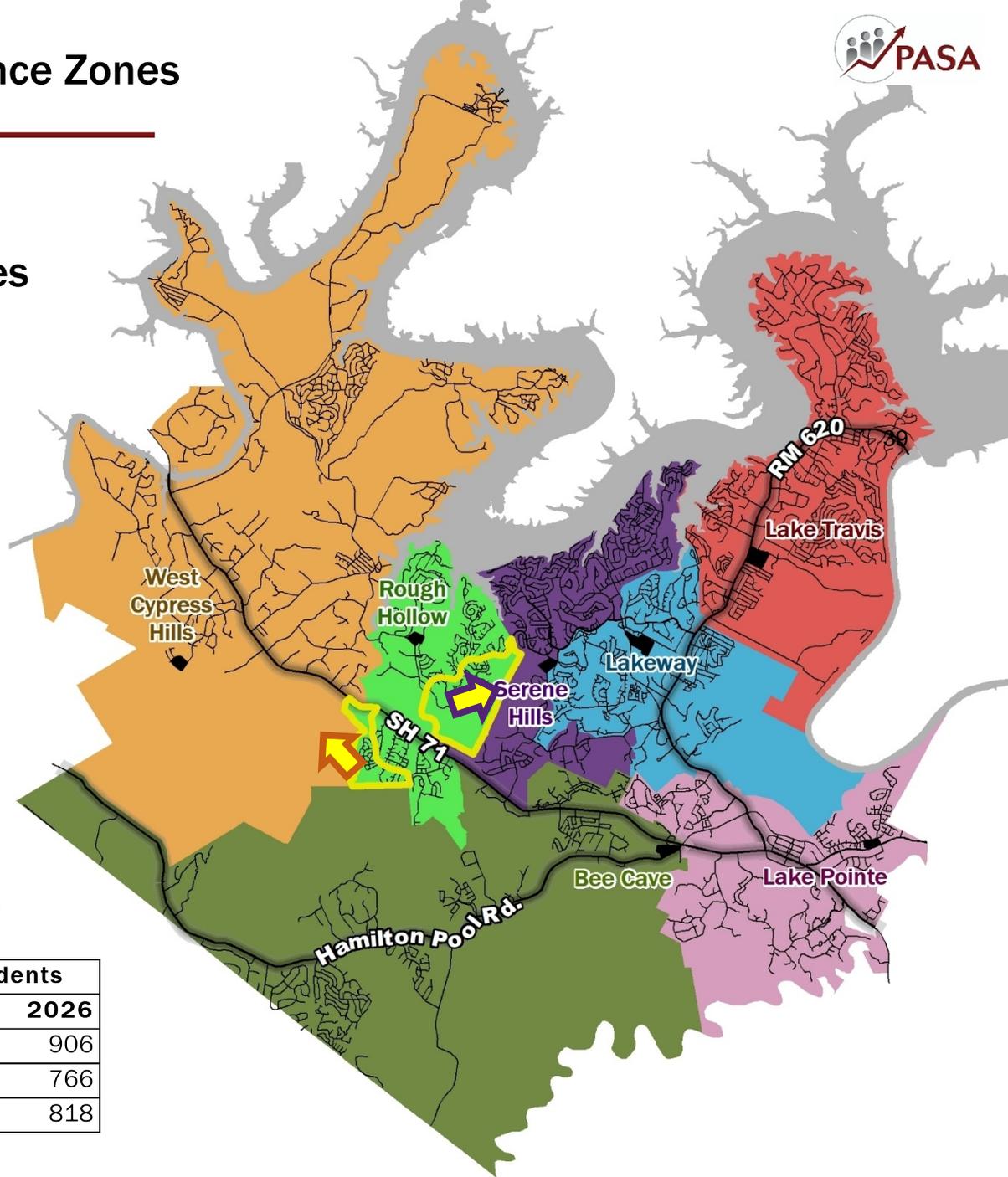
Relieves RHE by moving:

Part of Rough Hollow to SHE

Neighborhoods on south side of Highlands Blvd.

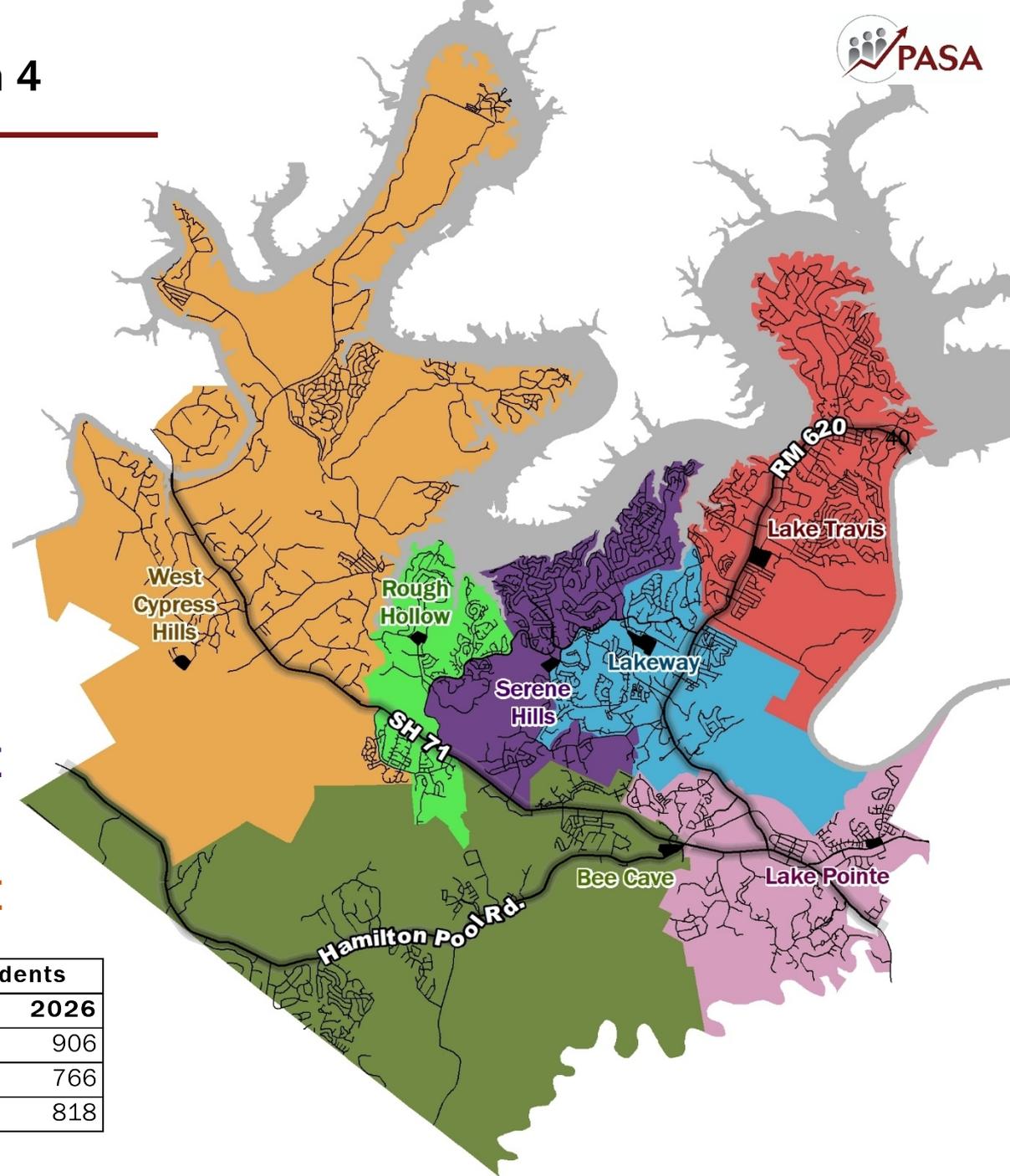
Part of Sweetwater to WCHE

Madrone Ridge, Hillcrest



School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	811	852	873	906
SHE	850	737	739	751	766
WCHE	850	759	762	777	818

Proposed Zoning Option 4



Relieves RHE by moving:

Part of Rough Hollow to SHE

Neighborhoods on south side of Highlands Blvd.

Part of Sweetwater to WCHE

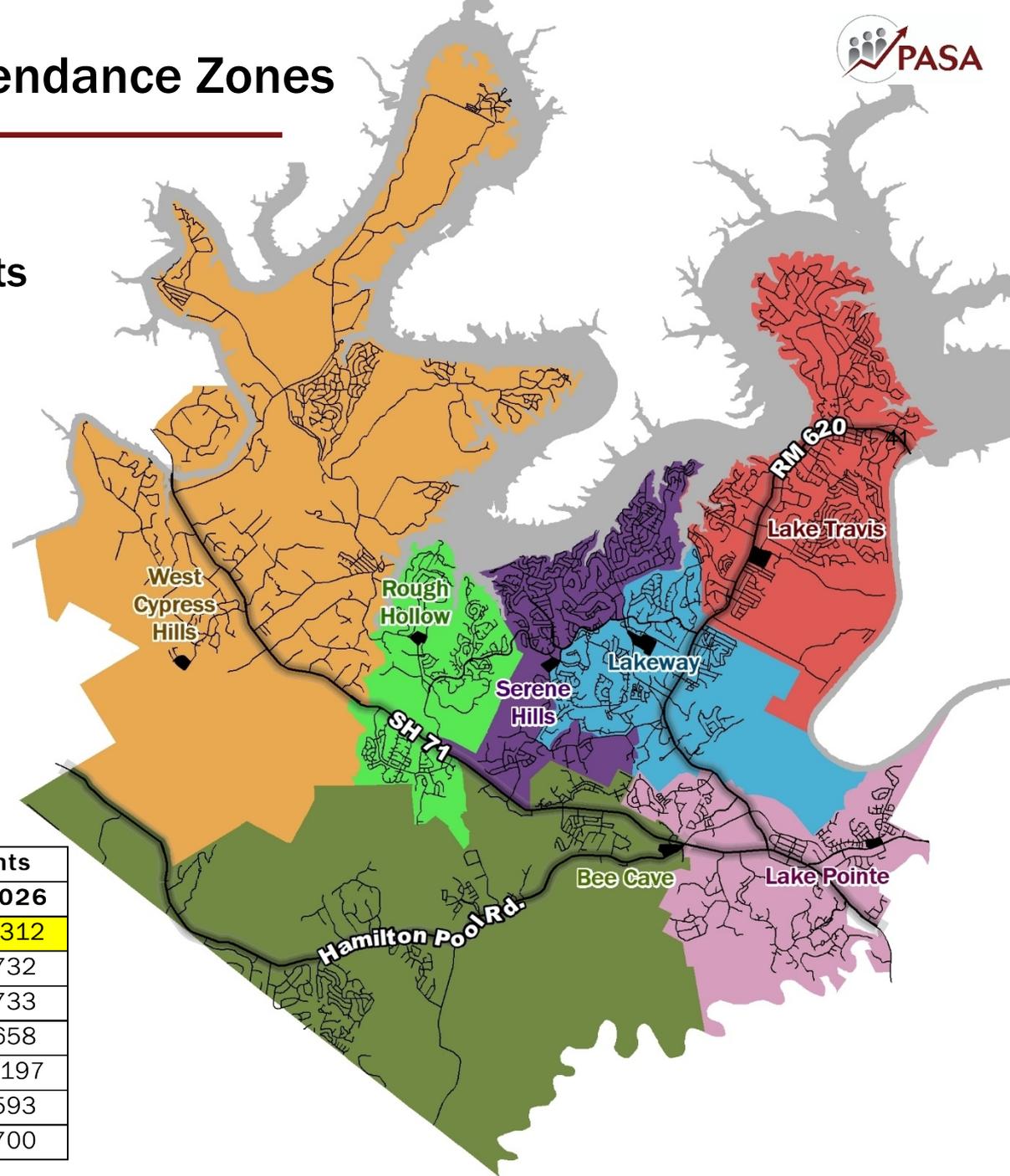
Madrone Ridge, Hillcrest

School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
RHE	850	811	852	873	906
SHE	850	737	739	751	766
WCHE	850	759	762	777	818

2022-23 Elementary Attendance Zones



**Current Projected Residents
No Changes**



Projected Resident Students

School	Capacity	2023	2024	2025	2026
BCE	850	998	1084	1209	1312
LPE	800	712	727	727	732
LTE	950	728	746	734	733
LE	850	589	594	623	658
RHE	850	1103	1147	1172	1197
SHE	850	567	563	572	593
WCHE	850	637	643	657	700

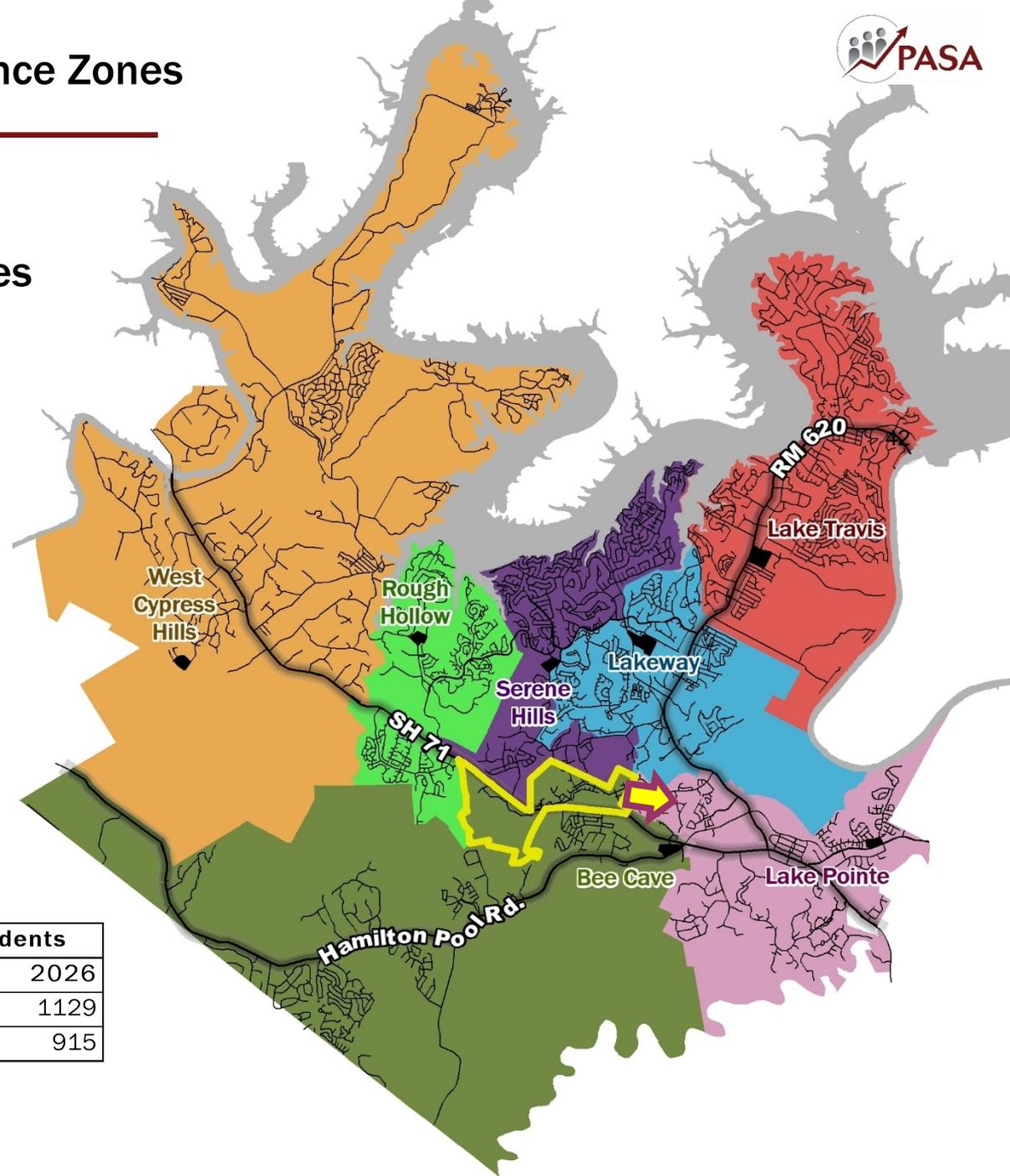
2022-23 Elementary Attendance Zones



Proposed Rezoning Changes Option A

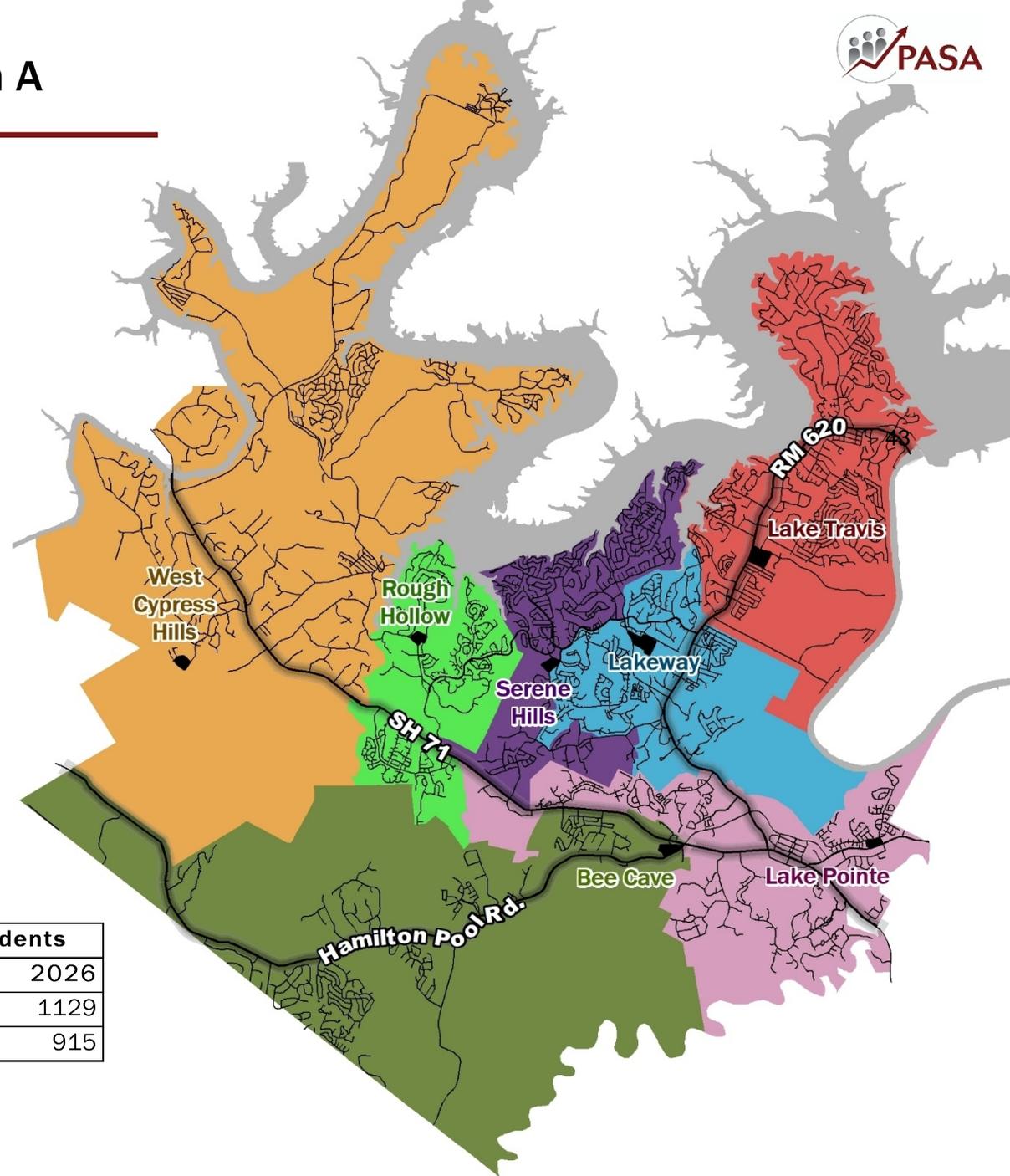
Relieves BCE by moving:

Falconhead West and
Madrone Canyon to LPE



School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
BCE	850	862	924	1036	1129
LPE	800	848	887	900	915

Proposed Zoning Option A



Relieves BCE by moving:

Falconhead West and Madrone Canyon to LPE

School	Capacity	Projected Resident Students			
		2023	2024	2025	2026
BCE	850	862	924	1036	1129
LPE	800	848	887	900	915

Questions?



Re-Zoning Options

LAKE TRAVIS ISD

Spring 2023

POPULATION AND SURVEY ANALYSTS
WWW.PASATX.COM



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Library Book Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on library books.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Carl McLendon – Director, Curriculum & Instruction (Secondary)

ATTACHMENTS

None

MEETING DATE

March 22, 2023

Library Book Update March 2023

47

Website | Processes

Discussion Items

- ◉ Items for Consideration from February 2023 Board Meeting
- ◉ Informal and Formal Reconsideration Process Update

Items for Consideration (2/2023)

Suggested future actions to consider:

- Develop a process for new collection review prior to purchase.
- EF (LOCAL) Policy review
 - Review Guidelines for New Library Collections
 - Review of Current Collection Displays to Consider “Age-Appropriate Ratings” (**see HB 338**)
- Create LTISD Library Services Informational Site
 - see Leander ISD site <https://www.leanderisd.org/libraryservices/>



www.AUSTININMVDDEALERS.com

PEACHJAR E-FLYERS



Lake Travis Independent School District

One Community. One Purpose. All Heart.

District Home

Our Schools



Translate Language | User Options

Departments Directory

A B C E F H L M O P

A

- Athletics

B

- Business Services

C

- Communications & Community Relations
- Corporate Relations

- Curriculum & Instruction

- Fine Arts & Academic Enrichment
- Food and Nutrition Services

H

- Health & Social Emotional Learning
- Human Resources

L

- Legal Services

M

P

- Police

- Purchasing

S

- Special Services
- Student Health Services

T

- Technology & Information Systems

Curriculum & Instruction

Welcome

Department Organizational Chart

Advisory Committee on Education (ACE)

Curriculum Audit Spring 2022

Career & Technical Education

College/Career Readiness

Community Programs

Fine Arts

Gifted & Talented - Discovery Program

Health & Social Emotional Learning

+ Learner Centric Model (LCM)

Learning Technologies

+ Library Services

Library Services



media, and technology for students and staff.

The Library program is committed to integrating formal, school-based learning with independent, life-long learning by defining subject-matter knowledge and information literacy skills. It provides appropriate resources and equipment for classroom instruction and individual use. Curated collections focus on accessibility, optimal service, and efficient maintenance.

The Library program also ensures the provision of efficient and attractive working areas for students and faculty, creating a supportive and pleasant environment. The program is managed effectively, with a flexible approach based upon intermittent needs assessment and input from faculty, administrators, and students.

Consulting services are available for teachers and staff to help them improve their use of library resources and facilities and use learning resources in the classroom. The goal of individual and group instruction for students is to develop practical information problem-solving skills, along with library resources and facilities.

Furthermore, the program coordinates instructional materials, library books, and services from the district and regional levels. It also offers information about current educational developments to keep faculty and staff updated with the latest trends and advancements.

The Librarian shall perform various duties to ensure effective and creative use of the library. These services include collaborating with teachers to integrate information literacy and skills application into the content area curriculum, providing leadership and expertise in acquiring and evaluating information resources, orienting new students and teachers to Library facilities and services, and developing and implementing activities in cooperation with classroom teachers. To achieve this, the Librarian shall utilize various effective teaching techniques, assist students in locating materials appropriate to their individual needs and encourage the use of library resources for enrichment.

The Librarian shall exhibit leadership and cooperate with administration, faculty, parents, and students to formulate the philosophy, goals, and objectives of Library services to meet the needs of students and faculty. These duties include attending faculty meetings and departmental or grade level meetings as needed, encouraging input from students and parents, maintaining current awareness of state, regional, and national standards for Library services and programs, and developing and implementing plans and procedures to achieve long-range goals and objectives.

The Librarian shall coordinate library services and facilities, maintain a pleasant, attractive, and clean library, and prepare annual statistics and reports as needed. Additionally, the Librarian shall organize, train, and supervise library staff (paid and volunteer). Efficient access and organization to library materials and equipment are critical. To achieve this, the Librarian shall maintain an up-to-date catalog of materials, weed and withdraw obsolete materials and equipment, provide and maintain an efficient circulation system, acknowledge receipt of gift items, and prepare orders for new or replacement materials and equipment based on identified needs. Furthermore, the Librarian shall facilitate efficient maintenance of Library AV equipment by preparing work orders, providing information to teachers and other school personnel about the availability and usage of AV equipment, and maintaining a supply of associated AV accessories.

The Librarian shall use sound business procedures to administer budget allocations, maintain inventory records, coordinate the selection/evaluation of Library resources and equipment, and serve as a resource person to teachers. Procedures include:

- gathering materials in various formats for classroom use on specific topics
- preparing bibliographies upon request
- maintaining a file of bibliographies related to specific projects as needed.

The Librarian shall organize and teach in-service for faculty related to the use of equipment and materials, and maintain positive public relations by participating in professional and educational associations, creating an atmosphere of openness and welcome within the library, and utilizing school and community communications to publicize the programs and activities of the library. The Librarian shall encourage joint public relations activities with local public libraries.

Introduction:

All Lake Travis ISD librarians are highly-qualified professionals. Each campus librarian has completed graduate coursework in school librarianship from an American Library Association-accredited university. Also, each Librarian is a State Board Certified Teacher and a State Board Certified School Librarian with specialized training and certification endorsement for managing Library Media Center programs and activities. The Librarian is responsible for the library's operations within the school and assists with related media and technology services within the library/media center under the principal's administration.

The Library program exists to enhance and implement effective use of learning resources, media, and technology for students and staff.

The Library program exists to enhance and implement effective use of learning resources, media, and technology for students and staff.

Our Mission

The mission of Lake Travis ISD Libraries centers on building an environment where students and staff can enjoy intellectual information exchange and exploration, foster a lifelong love of reading and learning and find support for the efficient use of textual and other media resources. LTISD libraries are committed to establishing curricular connections and assisting students and staff with information retrieval, appraisal, and application. To foster authentic learning, libraries will assist students in defining their academic character, refining collaborative, creative, and communication skills and critical thinking to leverage in an ever-evolving community of 21st-century learners.

Library Media Center Goals

1. Librarians will work to support all students in learning to be skillful consumers and producers of information.
2. Librarians will promote student and faculty interest in reading and literature appreciation.
3. Librarians will monitor and assess campus library media programs about student, staff, and parent satisfaction; analyze and evaluate results; and plan improvements to meet district, state, and national standards.
4. Librarians will develop and maintain administrative support and understanding of the library media program and its goals.
5. Librarians will select resources in consideration of the following:
 - a. Support the general educational goals of the District, State, and National standards and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans;
 - b. Meet high standards for artistic quality and literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality;
 - c. Are appropriate for the subject area and the age, ability level, learning styles, and social and emotional development of the students and staff;
 - d. Are designed to help students and staff gain an awareness of our pluralistic society;
 - e. Provide information that will motivate students and staff to examine their attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives;
 - f. Complement the instructional program, are appropriate for the reading levels and understanding of students and staff, reflect the interests and needs of the students and staff, are included because of their literary or artistic value and merit, and present information with the most significant degree of accuracy and clarity.

Our Libraries

Please reach out to your friendly campus librarian with any questions or for assistance.

Lake Travis High School

[Library Web Site](#)

Librarian: [Elizabeth Stearns](#)

Office: 512 533-6131

Bee Cave Middle School

[Library Web Site](#)

Librarian: [Katie Owen](#)

Office: 512 533-2468

Hudson Bend Middle School

[Library Web Site](#)

Librarian: [Caitlin Hooker](#)

Office: 512 533-6421

Lake Travis Middle School

[Library Web Site](#)

Librarian: [Lori Kelley](#)

Office: 512 533-6237

Bee Cave Elementary School

[Library Web Site](#)

Librarian: [Quita Bingham](#)

Office: 512 533-6271

Lake Pointe Elementary School

[Library Web Site](#)

Librarian: [Deborah Foster](#)

Office: 512 533-6521

Lake Travis Elementary School

[Library Web Site](#)

Librarian: [Nicholle Halorin](#)

Office: 512 533-6452

Lakeway Elementary School

[Library Web Site](#)

Librarian: [Brekka Larrew](#)

Office: 512 533-6368

Rough Hollow Elementary School

[Library Web Site](#)

Librarian: [Michelle McMillin](#)

Office: 512 533-3081

Serene Hills Elementary School

[Library Web Site](#)

Librarian: [Krish Stella](#)

Office: 512 533-74410

West Cypress Hills Elementary School

[Library Web Site](#)

Librarian: [Cathy Seidenberger](#)

Office: 512 533-7574

Book Challenge and Reconsideration Process

The information below provides the state of Texas Legal Framework (EF Legal) as well as the local Lake Travis ISD local policies (EF Local) to help the community better understand the process for the reconsideration of any instructional resource.

Who can challenge a book or instructional resource?

[EF \(LOCAL\)](#): A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

What are the reconsideration processes?

[EF \(LOCAL\)](#): Informal Reconsideration

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.
2. The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.
3. If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.
4. If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.

[EF \(LOCAL\)](#): Formal Reconsideration

A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee. The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals. All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

[EF \(LOCAL\)](#): Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]

What does the formal reconsideration committee consider when making a decision?

[EF \(LEGAL\)](#):

Students' First Amendment rights are implicated by the removal of books from the shelves of a school library. A school district cannot remove materials from a library for the purpose of denying students access to ideas with which the district disagrees. A district may remove materials because they are **pervasively vulgar** or **based solely upon the educational suitability** of the books in question. *Bd. of Educ. v. Pico, 457 U.S. 853 (1982)*

[EF \(LOCAL\)](#):

The committee decides if a book is educationally suitable or pervasively vulgar by determining the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.

54

Lake Travis ISD is in the process of reviewing the policies of EF (LEGAL) and EF (LOCAL) in relation to current processes and procedures. Lake Travis ISD is also in the process of evaluating processes and procedures when considering educational suitability in addition to age and content appropriateness.

The digital reconsideration form may be accessed below:

[Use this form to submit a resource formal reconsideration.](#)

After the form is submitted, you will be contacted by Carl McLendon (serving as the principal designee) to begin the reconsideration processes outlined above.

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL RESOURCES EF(EXHIBIT A)

mclendonc@ltsidschools.org [Switch account](#)



* Required

Email *

Your email

First Name *

Your answer

Last Name *

Your answer

Address *

Your answer

City *

Your answer

State *

Your answer

Zip code *

Your answer

Who do you represent? *

- Yourself
- An organization

If representing an organization, please identify: *

Your answer

Resource on which you are commenting *

- Book
- Magazine
- Newspaper
- Audio recording
- Video recording
- Textbook
- Library program
- Display
- Digital Resource

55

Campus Location of Resource(s) *

- Bee Cave Elementary
- Lake Pointe Elementary
- Lake Travis Elementary
- Lakeway Elementary
- Rough Hollow Elementary
- Serene Hills Elementary
- West Cypress Hills Elementary
- Bee Cave Middle School
- Hudson Bend Middle School
- Lake Travis Middle School
- Lake Travis High School

Resource Title *

Your answer _____

Author/Producer *

Your answer _____

Have you reviewed the resource(s) in their entirety? *

- Yes
- No (If not, please do so before completing and submitting this form.)

To what in the resource do you object? (Please be specific and cite pages.) *

Your answer _____

What do you believe might be the result of using this resource? *

Your answer _____

For what age group would you recommend this resource? *

Your answer _____

In its place, what resource of equal quality would you recommend that could be used to teach similar subject matter? *

Your answer _____

Is this a classroom curriculum resource? *

- Yes
- No

Additional Comments *

Your answer _____

Complainant's Digital Signature *

Your answer _____

56

Date *

Date

mm/dd/yyyy 

A copy of your responses will be emailed to the address

Submit

Formal Reconsideration

"A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

*The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.*⁵⁷

All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]"

QUESTIONS?



58



AGENDA ITEM ACTION SHEET

AGENDA ITEM

LTE Targeted Improvement Plan (TIP) Update: Cycle 2 Progress Report and Effective Schools Framework Diagnostic Visit

RECOMMENDED ACTION

For Presentation/Discussion Only.

RATIONALE

This is a Board update following the Cycle 2 Progress Report submitted for the Lake Travis Elementary Targeted Improvement Plan (TIP) and the Effective Schools Framework (ESF) Diagnostic visit.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Dr. Lyndsa Benton - Executive Director of Curriculum and Instruction
Lizeth Thompson – Principal, Lake Travis Elementary

ATTACHMENTS

Presentation – LTE Targeted Improvement Plan (TIP) Update

MEETING DATE

March 22, 2023



LTE Targeted Improvement Plan (TIP) Update March 22, 2023

Included in this update:

- **Effective Schools Framework Diagnostic Visit**
- **TEA Cycle 2 Progress Call - Proficient**
- **Student Data - Cycle 2 Progress Report**



Effective Schools Framework
Diagnostic Visit
February 23, 2023

Diagnostic Process

- Auditors spend a whole day at the campus
- They provide ratings on each Essential Action:
 - 1.1** - Strong School Leadership and Planning
 - 2.1** - Strategic Staffing
 - 3.1** - Positive School Culture
 - 4.1** - High-Quality Instructional Materials & Assessments
 - 5.1** - Effective Classroom Routines & Instructional Strategies
 - 5.3** - Data-Driven Instruction

Highlights from Diagnostic Feedback

From the diagnostic team:

“These are the highest ratings we have given in three and a half years of working with school improvement campuses.”

Rating System

Each essential action is given a rating:

- Full implementation
- Partial implementation
- Beginning implementation
- Planning or implementation
- Not yet started

LTE Ratings

Each essential action is given a rating:

- Full implementation
- Partial implementation **3.1**
- Beginning implementation **1.1, 5.1**
- Planning for implementation **2.1, 4.1, 5.3**
- Not yet started

Highlights from Diagnostic Feedback

- Leader in Me implementation
- Campus processes
- Mentor Program
- Celebrations and student work
- Weekly meetings to analyze student progress

Results

- **Continue with current identified Essential Actions**
 - 4.1 Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments
 - 5.1 Effective classroom routines and instructional strategies

Results

- **Continue to build and refine processes for Professional Learning Communities (PLCs)**
 - Knowledge/Skills Charts
 - Student exemplars
 - Planning/practicing the reteach
- **Implement a common curriculum including:**
 - High quality instructional materials
 - Exit tickets aligned to TEKS



Targeted Improvement Plan Cycle 2 Progress Report

Essential Action 4.1:

Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments

71

Desired Annual Outcome

By the end of May 2023, 100% of teachers will include aligned objectives, activities and exit tickets in lesson plans to meet the needs of students with disabilities and Emergent Bilingual learners as evidence by campus bi-weekly walkthrough data and weekly checks of lesson plans utilizing a specific checklist.

Essential Action 4.1:

Cycle 2 Desired 90-day Outcome

By the end of Cycle 2, 100% of core teachers are turning in weekly lesson plans including essential questions and evidence of differentiated learning strategies. Walk through data indicates the use of differentiated learning strategies and ELPS toolkit strategies. Baseline data established by the end of Cycle 1 will be used to show growth in the use of differentiated learning strategies and ELPS toolkit strategies.

Did we achieve this in Cycle 2? YES

Essential Action 5.1:

Effective classroom routines and instructional strategies

73

Desired Annual Outcome

By the end of the 2022-23 academic year, 100% of teachers will ensure that students are guided through the goal-setting process quarterly, which highlights individual academic and personal student goals. Teachers, once per quarter, will guide students through the process of analyzing their progress to personalize and create ownership of the learning experience. Teachers will use student data and feedback to differentiate instruction and plan for enrichment and intervention.

Essential Action 5.1:

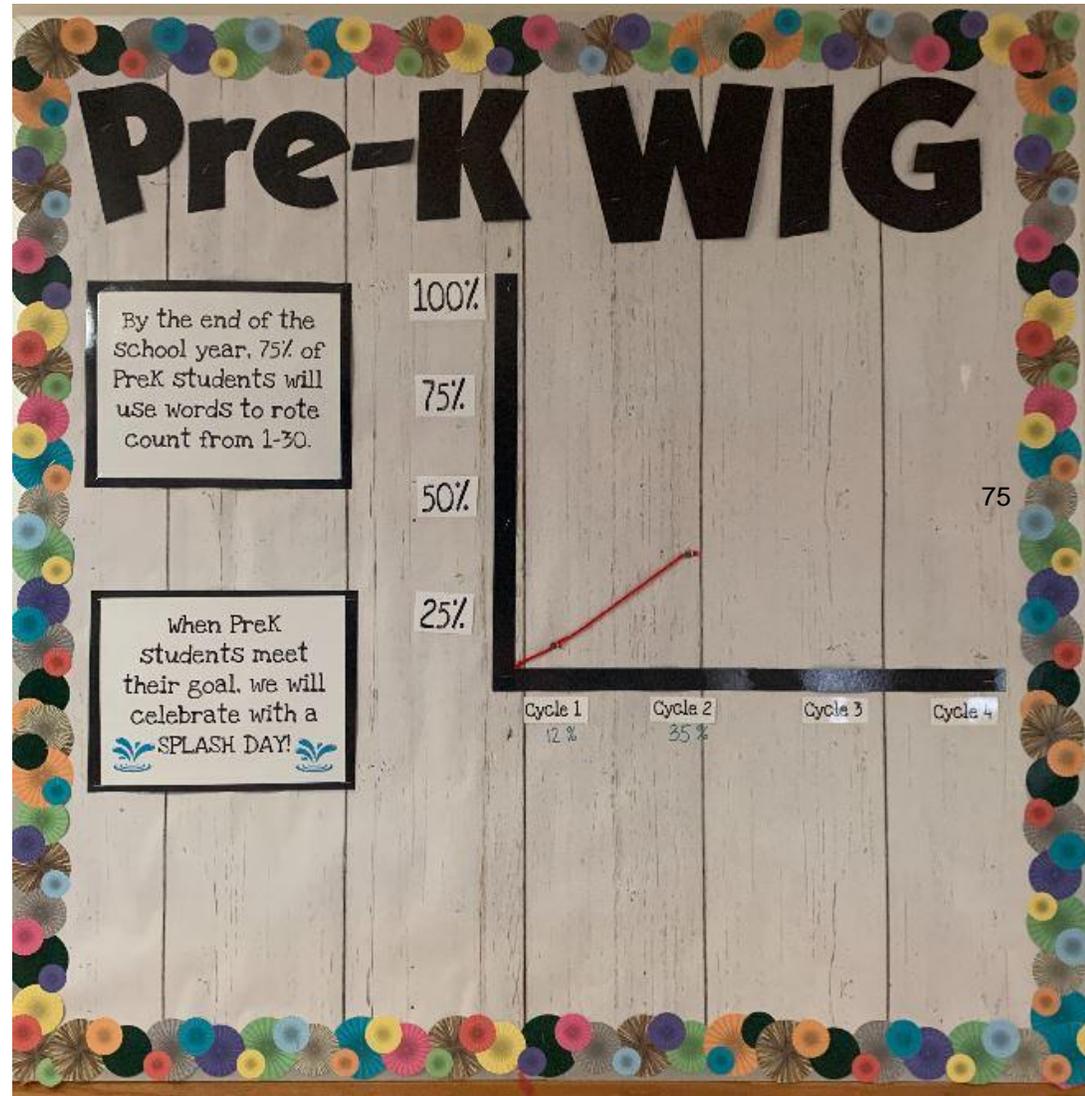
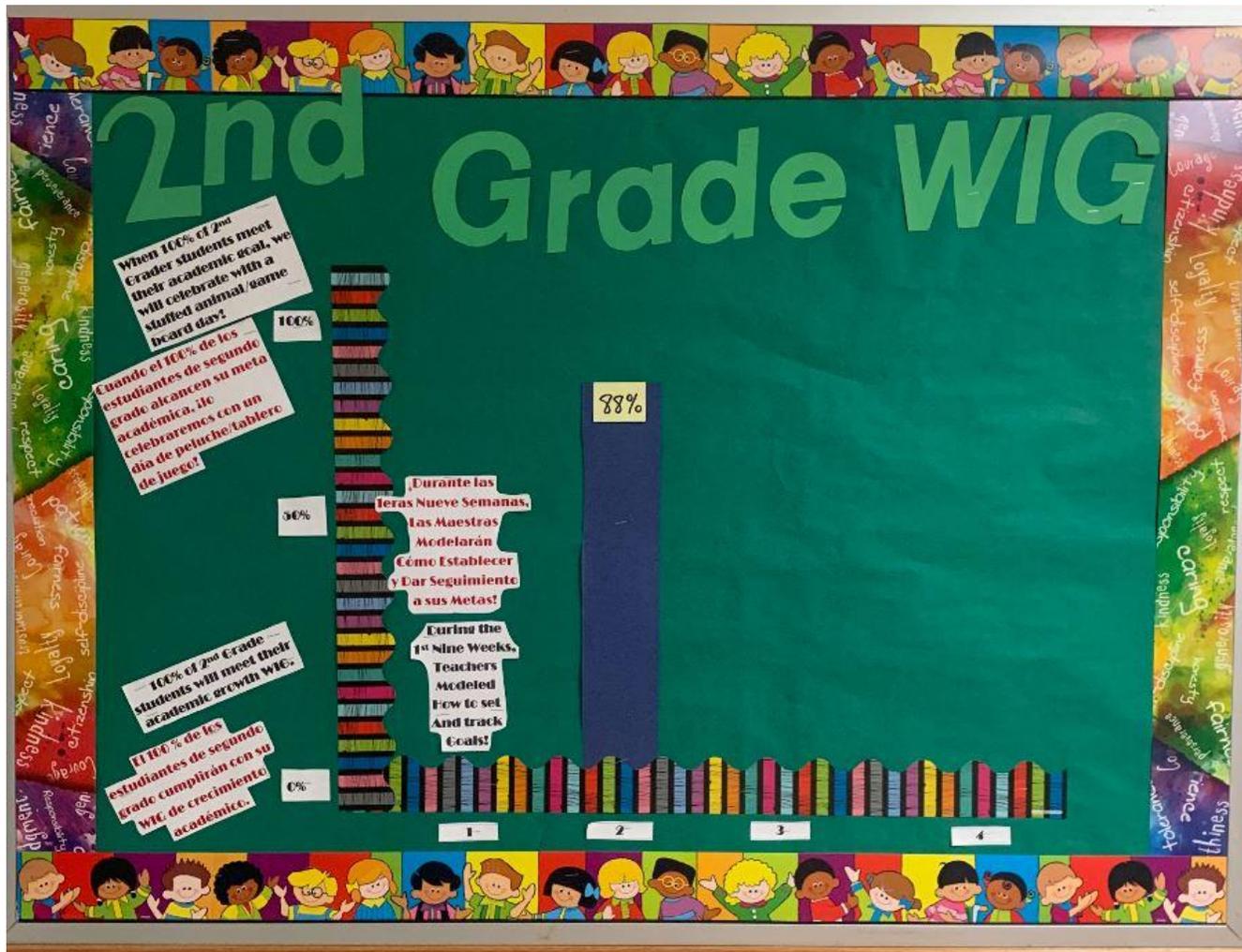
Cycle 2 Desired 90-day Outcome

By the end of Cycle 2, 100 % of core teachers will have created a grade level WIG (wildly important goal) for student growth and will have guided their students to create their own individual academic goals based on their interim or MAP data.

74

Did we achieve this in Cycle 2? YES

WIG Boards





2022-23 Student Data Cycle 2 Progress Report

Core Metrics	Sub Metrics	Student/Subj	Performance Level	2021 Results	2022 Results	Assessment	Cycle 1 Goal	Actual	Cycle 2 Goal	Actual	2023 Summative Goal	
Student Achievement	# of Students at Approaches, Meets, and Masters	All / Reading	Approaches	68	69	Interims	70	66	72	72	74	
		All / Reading	Meets	42	45	Interims	48	53	50	40	52	
		All / Reading	Masters	24	24	Interims	25	13	26	17	28	
		All / Math	Approaches	63	60	Interims	63	62	66	65	70	
		All / Math	Meets	31	31	Interims	33	54	35	30	40	
		All / Math	Masters	17	16	Interims	17	8	18	10	20	
		All / Science	Approaches	58	50	Interims			65	41	70	77
		All / Science	Meets	19	29	Interims			33	15	35	
		All / Science	Masters	9	13	Interims			17	6	20	
Closing the Gaps	Academic Growth Status	EcoDis / Math	N/A		57	Interims			65	58	70	
	Academic Growth Status	ELL / Math	N/A		54	Interims			65	58	70	
	English Language Proficiency	ELL / TELPAS	N/A	65	35	Other			28		36	
Academic Growth	ELAR	All / STAAR	Did not meet		31	STAAR			28	28	26	
			Approaches		69	STAAR			72	72	74	
			Meets		45	STAAR			50	40	52	
			Masters		24	STAAR			26	17	28	
	Math	All / STAAR	Did not meet		40	STAAR			34	35	30	
			Approaches		60	STAAR			66	65	70	
			Meets		31	STAAR			35	30	40	
			Masters		16	STAAR			18	10	20	

TIP Timeline

November 30

February 28

May 31

August 31



Cycle 1 Review

Analysis of Professional Development for Campus Administrators

Structured Support for 0 Year Teachers

Consistent Lesson Plan template aligned to district Scope and Sequence

Cycle 2 Review

MOY Interim and MAP Data Analysis

Ongoing Power Move Walkthroughs and Data Analysis

Cycle 1 Adjusted Action Plans

Cycle 3 Review

EOY MAP Data Analysis

Ongoing Power Move Walkthroughs and Data Analysis

Cycle 2 Adjusted Action Plans

Cycle 4 Review

Accountability Data Review (STAAR, TELPAS)

Year 2 Improvement Process Planning



Questions?



AGENDA ITEM ACTION SHEET

AGENDA ITEM

February 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018/2023 Capital Projects Report and Quarterly Investment 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-February 2023
2. Balance Sheet-February 2023
3. Tax Statement-February 2023
4. 2018 Capital Projects Report-February 2023
5. 2023 Capital Projects Report-February 2023
6. Quarterly Investment Report-February 2023

MEETING DATE

March 22, 2023

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

2/28/2023

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	\$ 161,710,016	\$ 156,902,047	\$ 4,807,969	97.03%	\$ 128,365,784	97.52%
5700	Other Local Revenues	3,754,000	2,037,266	1,716,734	54.27%	1,040,423	49.24%
5800	State Program Revenue	12,416,102	4,797,737	7,618,365	38.64%	3,418,473	31.49%
5900	Federal Revenue	500,000	1,543	498,457	0.31%	523,659	94.29%
Total Revenue		\$ 178,380,118	\$ 163,738,593	\$ 14,641,525	91.79%	\$ 133,348,339	91.87%

Expenditures

11	Instruction	\$ 63,450,252	\$ 35,674,009	\$ 27,776,243	56.22%	\$32,195,015	53.88%
12	Instructional Resources	1,019,890	564,815	455,075	55.38%	528,188	53.90%
13	Staff Development	1,517,909	795,881	722,028	52.43%	367,777	41.31%
21	Instructional Administration	2,536,242	967,718	1,568,524	38.16%	1,057,292	47.06%
23	School Administration	4,979,123	2,680,052	2,299,071	53.83%	2,415,888	49.49%
31	Guidance & Counseling	4,626,719	2,500,214	2,126,505	54.04%	2,434,829	49.87%
32	Social Work Services	147,920	74,002	73,918	50.03%	79,840	55.06%
33	Health Services	988,161	552,584	435,577	55.92%	498,750	55.59%
34	Transportation	5,141,946	2,388,510	2,753,436	46.45%	2,144,806	50.62%
35	Food Service	107,821	53,019	54,802	49.17%	45,000	50.00%
36	Co-Curricular Account	2,658,103	1,408,000	1,250,103	52.97%	1,347,539	53.03%
41	General Administration	3,863,546	2,025,631	1,837,915	52.43%	1,801,791	47.40%
51	Plant & Maint. Operation	12,128,868	5,954,798	6,174,070	49.10%	5,417,327	49.57%
52	Security	896,983	503,479	393,504	56.13%	418,321	49.46%
53	Non-Inst. Data Processing	3,337,694	1,368,102	1,969,592	40.99%	1,190,814	45.19%
61	Community Services	518,660	198,683	319,977	38.31%	161,601	38.33%
81	Facilities/Construction	35,940	37,673	(1,733)	104.82%	15,000	50.00%
91	State Transfers	72,352,953	-	72,352,953	0.00%	1,541	0.00%
92	Incremental Cost WADA	0	-	0	0.00%	194,076	66.00%
93	SPED TRF-Regular Day	45,000	-	45,000	0.00%	25,511	100.00%
95	JJAEP Transfer Payments	15,000	-	15,000	0.00%		0.00%
99	Travis County Appraisal	870,000	434,198	435,802	49.91%	238,674	48.76%
Total Expenditures		\$ 181,238,730	\$ 58,181,371	\$ 123,057,359	32.10%	\$ 52,579,580	35.89%

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	\$ (2,858,612)	\$ 105,557,222
3000	Beginning Fund Balance 9/1	\$ 46,144,750	
3000	Ending Fund Balance 8/31	\$ 43,286,138	
3590	Committed Fund Balance	\$ 565,513	
3600	Unassigned Fund Balance	\$ 42,720,625	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: February 28, 2023

<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	\$ 185,202	\$ 2,061,693	\$ 1,450,347	\$ 8,898,126	\$ 6,095,244	\$ 18,690,612
1103 Temporary Investments	\$ 156,562,237		\$ 12,422,170	303,217,385	193,414	472,395,206
Total Cash and Investments	\$ 156,747,440	\$ 2,061,693	\$ 13,872,517	\$ 312,115,511	\$ 6,288,658	\$ 491,085,818
Receivables:						
1210 Property Taxes-Current	\$ 6,161,983	\$ -	\$ 2,281,313	\$ -	\$ -	\$ 8,443,295
1220 Property Taxes-Delinquent	\$ 2,291,258	\$ -	\$ 831,362	\$ -	\$ -	\$ 3,122,620
1230 Allowance-Uncollected Taxes	\$ (868,808)	\$ -	\$ (279,355)	\$ -	\$ -	\$ (1,148,163)
1240 Due From Federal Agencies	\$ 848,990	\$ 171,584	\$ -	\$ -	\$ -	\$ 1,020,574
1250 Sundry Receivables	\$ 9,247	\$ 1,178	\$ -	\$ -	\$ -	\$ 10,425
1260 Due From Funds	\$ 6,710,003	\$ 29,389	\$ -	\$ 43,820	\$ 199,763	\$ 6,982,975
1280 Due From Other Funds Warehouse Items	\$ 1,121	\$ -	\$ -	\$ -	\$ 439,478	\$ 440,599
1290 Other Receivables	\$ 647,615	\$ 2,970	\$ -	\$ -	\$ -	\$ 650,585
1300 Inventories, At Cost	\$ 150,329	\$ 424,571	\$ -	\$ -	\$ -	\$ 574,900
Total Receivables	\$ 15,951,738	\$ 629,692	\$ 2,833,319	\$ 43,820	\$ 639,241	\$ 20,097,810
1400 Other Current Assets	\$ -	\$ -	\$ -	\$ -	\$ 493,399	\$ 493,399
Total Assets	\$ 172,699,178	\$ 2,691,385	\$ 16,705,836	\$ 312,159,331	\$ 7,421,299	\$ 511,677,028
Resources						
5010 Estimated Revenue	\$ 178,380,118	\$ 10,667,327	\$ 60,740,000	\$ 300,000,000	\$ 16,787,322	\$ 566,574,767
5030 Less: Realized Revenue	\$ 163,738,593	\$ 4,682,894	\$ 58,744,741	302,444,142	6,145,838	535,756,208
5000 Revenues to be Received	\$ 14,641,525	\$ 5,984,433	\$ 1,995,259	(2,444,142)	10,641,484	30,818,559
Total Assets & Resources	\$ 187,340,703	\$ 8,675,818	\$ 18,701,095	\$ 309,715,189	\$ 18,062,783	\$ 542,495,587
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 320,623	\$ 15,283	\$ -	\$ 17,772	\$ 2,538,761	\$ 2,892,439
2160 Accrued Wages Payable	\$ 10,762,865	\$ 536,359	\$ -	\$ 30,229	\$ 127,117	\$ 11,456,570
2170 Due To Other Funds	\$ 1,342,554	\$ 76,236	\$ -	\$ (5,930)	\$ (226,914)	\$ 1,185,946
2180 Due To Other Govt's	\$ (11,313)	\$ -	\$ -	\$ -	\$ -	\$ (11,313)
2190 Due To Student Groups	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2150 Payroll Deduct & Withhold	\$ -	\$ -	\$ -	\$ -	\$ 17,142	\$ 17,142
Total Current Payables	\$ 12,414,729	\$ 627,878	\$ -	\$ 42,071	\$ 2,456,106	\$ 15,540,784
2210 Accrued Expenses	\$ -	\$ -	\$ -	\$ 340,176	\$ 520,156	\$ 860,332
2300 Deferred Revenue	\$ 2,062	\$ 429,632	\$ -	\$ -	\$ -	\$ 431,694
2400 Payable From Restricted Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2600 Deferred Inflows	\$ 8,580,414	\$ -	\$ 2,843,769	\$ -	\$ -	\$ 11,424,183
Total Liabilities	\$ 20,997,206	\$ 1,057,510	\$ 2,843,769	\$ 382,247	\$ 2,976,262	\$ 28,256,993
Fund Equity						
6010 Appropriations	\$ 181,238,730	\$ 10,667,327	\$ 58,920,000	\$ 321,714,710	\$ 16,787,322	\$ 589,328,089
6050 Less: Expenditures	\$ (58,181,371)	\$ (6,869,364)	\$ (52,434,875)	(10,459,254)	(6,606,556)	(134,551,420)
6030 Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Available Appropriations	\$ 123,057,359	\$ 3,797,963	\$ 6,485,125	\$ 311,255,456	\$ 10,180,766	\$ 454,776,669
4310 Reserve For Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3600 Unassigned Fund Balance	\$ 42,720,625	\$ 3,820,345	\$ 9,372,201	\$ (1,922,514)	\$ 4,905,755	\$ 58,896,412
3590 Committed Fund Balance - Accr. Leave	\$ 565,513	\$ -	\$ -	\$ -	\$ -	\$ 565,513
Total Liability & Fund Equity	\$ 187,340,703	\$ 8,675,818	\$ 18,701,095	\$ 309,715,189	\$ 18,062,783	\$ 542,495,587

SUMMARY OF TAX COLLECTIONS
AS OF FEBRUARY 2023

2022-23 Original Tax Levy	\$	226,615,817.90
Delinquent Taxes as of 8/31/2022		3,841,495.74
 Total Receivables for 2022-23	 \$	 230,457,313.64
Current Year Adjustments		(3,181,599.11)
Prior Year Adjustments		(1,311,808.98)
 Adjusted Receivables.....	 \$	 225,963,905.55
Total Net Collections To Date		(214,842,685.58)
 Outstanding Receivables as of 2/28/2023	 \$	 11,121,219.97

<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	\$ 161,710,016.00	\$ 156,902,046.70	\$ 4,807,969.30	97.03%
Maintenance - Prior Year Tax	(200,000.00)	(435,071.46)	235,071.46	217.54%
Maintenance - Penalties & Interest	750,000.00	325,378.32	424,621.68	43.38%
Sub-total	\$ 162,260,016.00	\$ 156,792,353.56	\$ 5,467,662.44	96.63%
 Debt Service - Current Tax	 \$ 59,900,000.00	 \$ 58,088,876.66	 \$ 1,811,123.34	 96.98%
Debt Service - Prior Year Tax	100,000.00	(157,861.67)	257,861.67	-157.86%
Debt Service - Penalties & Interest	200,000.00	119,317.03	80,682.97	59.66%
Sub-total	\$ 60,200,000.00	\$ 58,050,332.02	\$ 2,149,667.98	96.43%
 Total Collections	 \$ 222,460,016.00	 \$ 214,842,685.58	 \$ 7,617,330.42	 96.58%

<u>Tax Collection Comparison with 2022-23: Adjusted Tax Roll</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	96.22%	96.26%	96.17%
Percent of Total Taxes Collected	95.96%	96.32%	96.54%
Percent of Total Taxes and P & I Collected	96.15%	96.53%	96.78%

<u>Tax Collection Comparison with 2022-23: Original Tax Roll</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>
Percent of Current Year Taxes Collected	94.87%	95.69%	95.69%
Percent of Total Taxes Collected	94.61%	95.75%	96.05%
Percent of Total Taxes and P & I Collected	94.80%	95.96%	96.29%

**Lake Travis ISD
2018 Bond Program Summary
February 28, 2023**

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	5,263,711.00	5,229,866.23	33,844.77
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	260,200,000.00	260,166,156.00	33,844.00

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,596,166.00	34,596,165.46	0.54
20 Elementary School #8	3,979,000.00	7,280,747.00	6,343,884.93	936,862.07
30 Secondary School #2	13,802,000.00	6,807,041.00	6,184,042.43	622,998.57
40 Middle School #3	75,980,710.00	77,314,012.00	77,314,011.66	0.34
50 FCA Projects	36,610,132.00	58,409,772.00	56,031,640.97	2,378,131.03
60/70 Small Renovation Improvements	16,927,133.00	12,303,947.00	11,495,865.52	808,081.48
Construction/Renovation	178,809,975.00	196,711,685.00	191,965,610.97	4,746,074.03
81 Instructional Materials & Equipment	5,707,000.00	5,724,965.00	4,048,077.02	1,676,887.98
82 Technology	29,901,700.00	26,131,256.00	25,222,071.49	909,184.51
83 Copy Machines	750,000.00	750,000.00	534,178.15	215,821.85
84 Maintenance	600,000.00	1,060,000.00	746,555.80	313,444.20
85 Food & Nutrition Services	3,950,789.00	1,931,197.00	1,870,313.32	60,883.68
86 Transportation	13,300,000.00	10,983,059.00	8,536,969.91	2,446,089.09
87 District Furniture & Equipment	6,000,000.00	6,800,000.00	6,347,655.99	452,344.01
88 Police	0.00	400,000.00	370,437.23	29,562.77
90 Land	1,270,000.00	1,803,917.00	567,503.50	1,236,413.50
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	1,882,326.00	38,061.00	1,844,265.00
95 Program Administration	3,200,000.00	3,302,166.00	2,688,451.43	613,714.57
97 LTMS Wastewater Expansion	0.00	801,405.00	76,692.39	724,712.61
Other Programs	74,190,025.00	63,488,315.00	52,964,991.00	10,523,324.00
Total 2018 Bond Program	253,000,000.00	260,200,000.00	244,930,601.97	15,269,398.03

**Lake Travis ISD
2023 Bond Program
February 28, 2023**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds - Prop A	548,410,330.00	548,410,330.00	246,715,051.13	301,695,278.87
1 Bond Proceeds - Prop B	60,790,110.00	60,790,110.00	40,639,386.23	20,150,723.77
2 Interest Revenue - Prop A	0.00	0.00	259,881.79	(259,881.79)
2 Interest Revenue - Prop B	0.00	0.00	42,306.34	(42,306.34)
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premium	0.00	0.00	14,705,427.00	(14,705,427.00)
Total Resources	609,200,440.00	609,200,440.00	302,362,052.49	306,838,387.51
Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #8	50,917,526.00	50,917,526.00	0.00	50,917,526.00
20 Elementary School #9	55,517,521.00	55,517,521.00	0.00	55,517,521.00
30 Secondary School #2	179,990,620.00	179,990,620.00	0.00	179,990,620.00
40 Campus/District Facilities Projects	175,353,335.00	175,353,335.00	0.00	175,353,335.00
50 FCA Projects	38,352,528.00	38,352,528.00	0.00	38,352,528.00
60 Technology Improvements	60,790,110.00	60,790,110.00	0.00	60,790,110.00
Construction/Renovation	560,921,640.00	560,921,640.00	0.00	500,131,530.00
81 Curriculum and Instructional Materials	1,800,000.00	1,800,000.00	0.00	1,800,000.00
82 Copy Machines	585,300.00	585,300.00	0.00	585,300.00
83 Maintenance	273,500.00	273,500.00	0.00	273,500.00
84 Transportation	9,620,000.00	9,620,000.00	0.00	9,620,000.00
85 District Furniture & Equipment	1,500,000.00	1,500,000.00	0.00	1,500,000.00
90 Land	15,000,000.00	15,000,000.00	6,031,054.50	8,968,945.50
91 Bond Closing	4,000,000.00	4,000,000.00	2,059,864.36	1,940,135.64
94 Contingency	12,000,000.00	12,000,000.00	0.00	12,000,000.00
95 Program Management	3,500,000.00	3,500,000.00	0.00	3,500,000.00
Other Programs	48,278,800.00	48,278,800.00	8,090,918.86	40,187,881.14
Total 2023 Bond Program	609,200,440.00	609,200,440.00	8,090,918.86	540,319,411.14

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
 QUARTERLY INVESTMENT SCHEDULE
 For the Quarter Ending 02/28/2023

INVESTMENTS BY POOLED FUND GROUP

	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
Local Maintenance	29,126,906	108,374,738	137,501,644	29,126,906	108,374,738	137,501,644	673,813	949,998
Debt Service	7,498,785	(2,082,135)	5,416,650	7,498,785	(2,082,135)	5,416,650	181,762	229,341
Capital Projects 2018	4,913,146	(1,997,949)	2,915,197	4,913,146	(1,997,949)	2,915,197	40,443	67,775
Capital Projects 2023	-	300,302,188	300,302,188	4,913,146	295,389,042	300,302,188	302,188	302,188
Tax Clearing	-	26,046,113	26,046,113	-	26,046,113	26,046,113	460,708	462,399
Workers Comp Fund	191,922	1,488	193,410	191,922	1,488	193,410	1,488	2,502
TOTAL INVESTMENTS	41,730,760	430,644,442	472,375,202	46,643,906	426,731,296	472,375,202	1,660,402	2,014,204

MONEY MARKET ACCOUNTS

	Yield (%)	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
TexPool									
Local Maintenance	4.50%	13,037,355	103,153,520	116,190,875	13,037,355	103,153,520	116,190,875	452,594	588,731
Debt Service	4.50%	7,092,942	(2,084,208)	5,008,734	7,092,942	(2,084,208)	5,008,734	178,689	225,981
Capital Projects 2018	4.50%	4,808,812	(1,999,124)	2,809,688	4,808,812	(1,999,124)	2,809,688	39,268	65,757
Capital Projects 2023	4.50%	-	200,223,519	200,223,519	4,808,812	195,414,707	200,223,519	223,519	223,519
Tax Clearing	4.50%	-	26,046,113	26,046,113	-	26,046,113	26,046,113	460,708	462,399
Workers Comp Fund	4.50%	114,289	1,197	115,486	114,289	1,197	115,486	1,197	2,043
Total TexPool		25,053,398	325,341,016	350,394,414	29,862,210	320,532,204	350,394,414	1,356,975	1,568,431
TEXAS CLASS									
Local Maintenance	4.66%	15,517,177	174,762	15,691,939	15,517,177	174,762	15,691,939	174,762	303,122
Capital Projects 2018	4.66%	104,334	1,175	105,509	104,334	1,175	105,509	1,175	2,018
Capital Projects 2023	4.66%	-	100,078,669	100,078,669	104,334	99,974,335	100,078,669	78,669	78,669
Total MBIA		15,621,511	100,254,606	115,876,117	15,725,845	100,150,272	115,876,117	254,606	383,809
Prosperity									
Local Maintenance	2.38%	572,374	5,046,457	5,618,831	572,374	5,046,457	5,618,831	46,457	58,146
Debt Service	2.12%	405,843	2,073	407,915	405,843	2,073	407,915	2,073	3,360
Capital Projects 2023	0.32%	-	-	-	-	-	-	-	-
Workers Comp Fund	1.61%	77,633	291	77,925	77,633	291	77,925	291	459
Total Prosperity		1,055,850	5,048,821	6,104,671	1,055,850	5,048,821	6,104,671	48,821	61,964
Total Money Markets		41,730,760	430,644,442	472,375,202	46,643,906	426,731,296	472,375,202	1,660,402	2,014,204
TOTAL INVESTMENTS		41,730,760	430,644,442	472,375,202	46,643,906	426,731,296	472,375,202	1,660,402	2,014,204

The district's investment strategy for the above funds is as follows:

Operational Funds - Shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Fund - Shall have sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.

Capital Projects Funds - Shall have sufficient investment liquidity to timely meet capital project obligations.

This report is prepared in compliance with Lake Travis ISD Investment Policies CDA(Legal) and CDA(Local) and with the Public Funds Investment Act, TX Govt Code Ch. 2256.


 Pam Sanchez, Assistant Supt. for Business Services

3/10/23
 Date

86

 Brad Goerke, Director of Finance

3/10/23
 Date



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (LOCAL)-Police Department Vehicles

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:

- (2) Patrol F150 Responder Truck from Rockdale Country Ford - \$123,895.10

BUDGET PROVISIONS

2018 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Andy Michael – Chief of Police & Director of Security

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (LOCAL)-HVAC Thermostat Controls

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 HVAC Thermostat Controls at HBMS, LTMS, LWE and WCHE - \$161,574

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (LOCAL)-District Water Monitoring System

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:

- Installation of a District Water Monitoring System to detect leaks and excessive usage - \$484,500

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Service Agreements with Calo

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the April 19, 2023 Board Meeting.

RATIONALE

Under Texas Administrative Code (TAC), Section 89.1005, a school district may contract for a nonpublic placement of a student when the student’s admission, review, and dismissal (ARD) committee determines that nonpublic placement is necessary in order for the student to receive a free appropriate public education (FAPE).

A school district may contract for a nonpublic placement of a student with nonpublic schools which maintain appropriate Texas Education Agency approval for the particular disability condition and age of the student.

For each student placed in a nonpublic facility, the school district shall verify, during the initial nonpublic placement ARD committee meeting and each subsequent annual ARD committee meeting, that:

- The facility meets minimum standards for health and safety;
- Placement is needed and is documented in the individualized education program (IEP); and
- The educational program provided at the facility is appropriate and the placement is the least restrictive environment for the student

For each student, the ARD committee shall establish, in writing, criteria and estimated timelines for the student’s return to the school district.

The District is in need of contracting Calo for the placement of a student for nonpublic residential services. The contract with Calo will exceed \$100,000 and, therefore, requires approval by the Board in accordance with Board Policy CH (LOCAL).

BUDGET PROVISIONS

Local Special Education Funds

RESOURCE PERSONNEL

Laura Abbott, Ed.D. - Director of Special Services
Matthew Tiffie - General Counsel
Pam Sanchez - Assistant Superintendent of Business Services

ATTACHMENTS

None



MEETING DATE
March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

C&I Update - Interim Assessment Data

RECOMMENDED ACTION

For Presentation/Discussion Only.

RATIONALE

TEA offers Interim Assessments that are optional, online, and aligned to the TEKS. The data assists educators with monitoring student progress and predict the probability of student performance on STAAR. The blueprints are similar to STAAR, use the same testing platform and incorporate the new item types. LTISD administered the second round in late February, early March. The results of the assessment will be shared.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefanie Vickery - Assistant Superintendent of Curriculum & Instruction
Dr. Lyndae Benton - Executive Director of Curriculum & Instruction
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

None

MEETING DATE

March 22, 2023

Lake Travis ISD

Interims

Fall to Spring Probability/Predicted STAAR Performance

93



March 22, 2023

Legend

High Probability of Did Not Meet – Red

High Probability of Approaches Grade Level – Purple

High Probability of Meets Grade Level – Blue

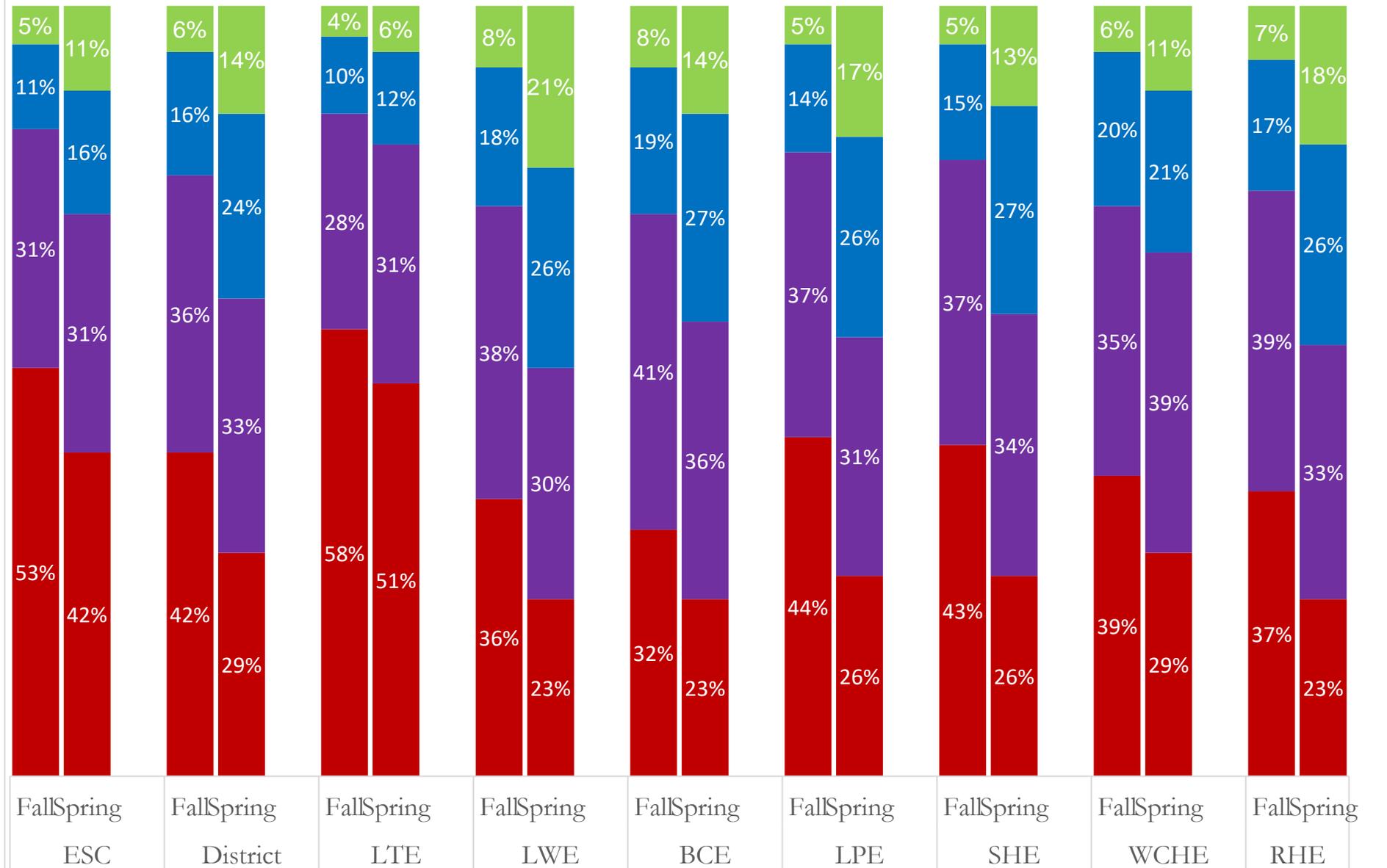
High Probability of Masters Grade Level – Green

Fall was taken in November

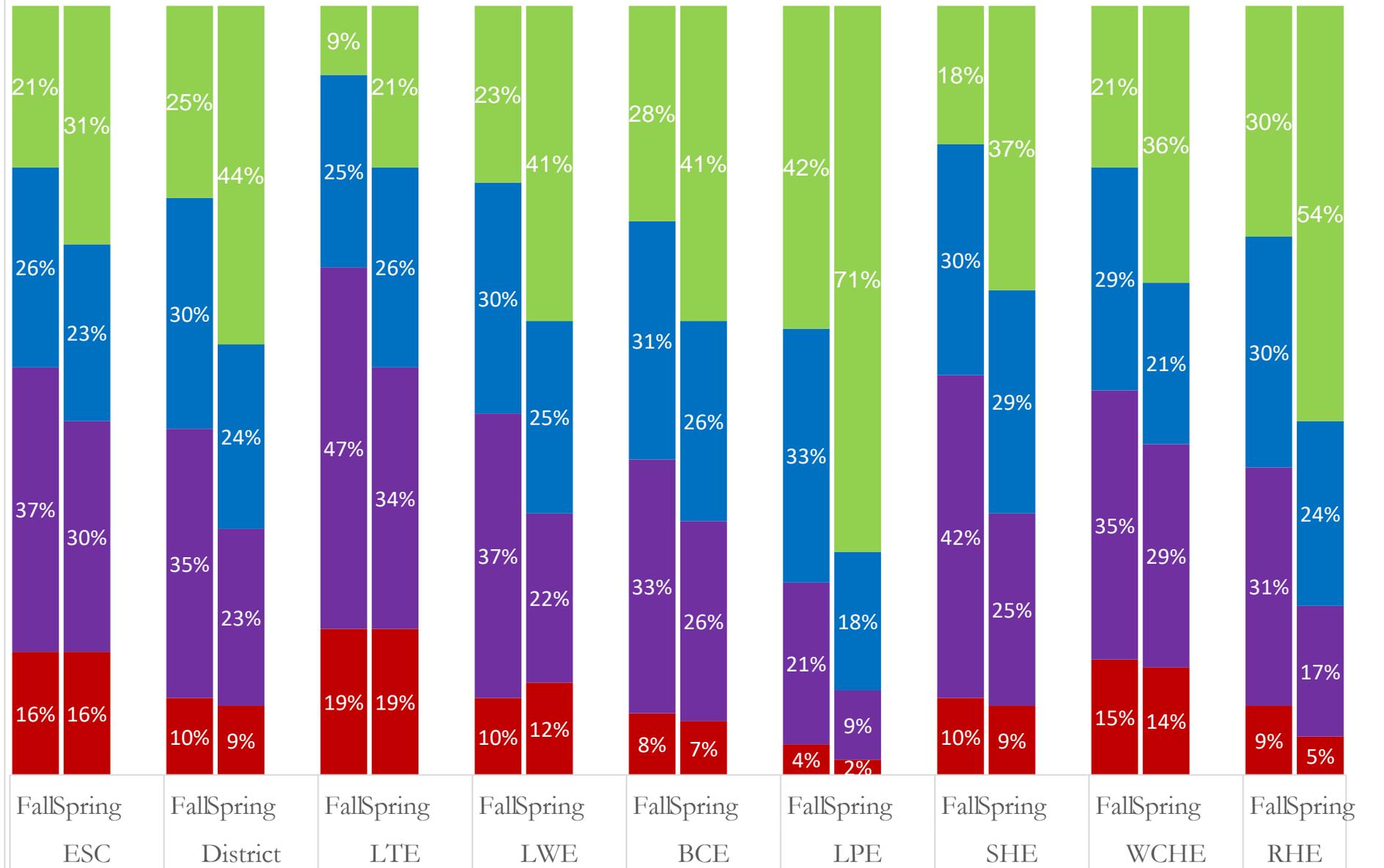
Spring was taken in late February

ESC – Schools in ESC Region 13

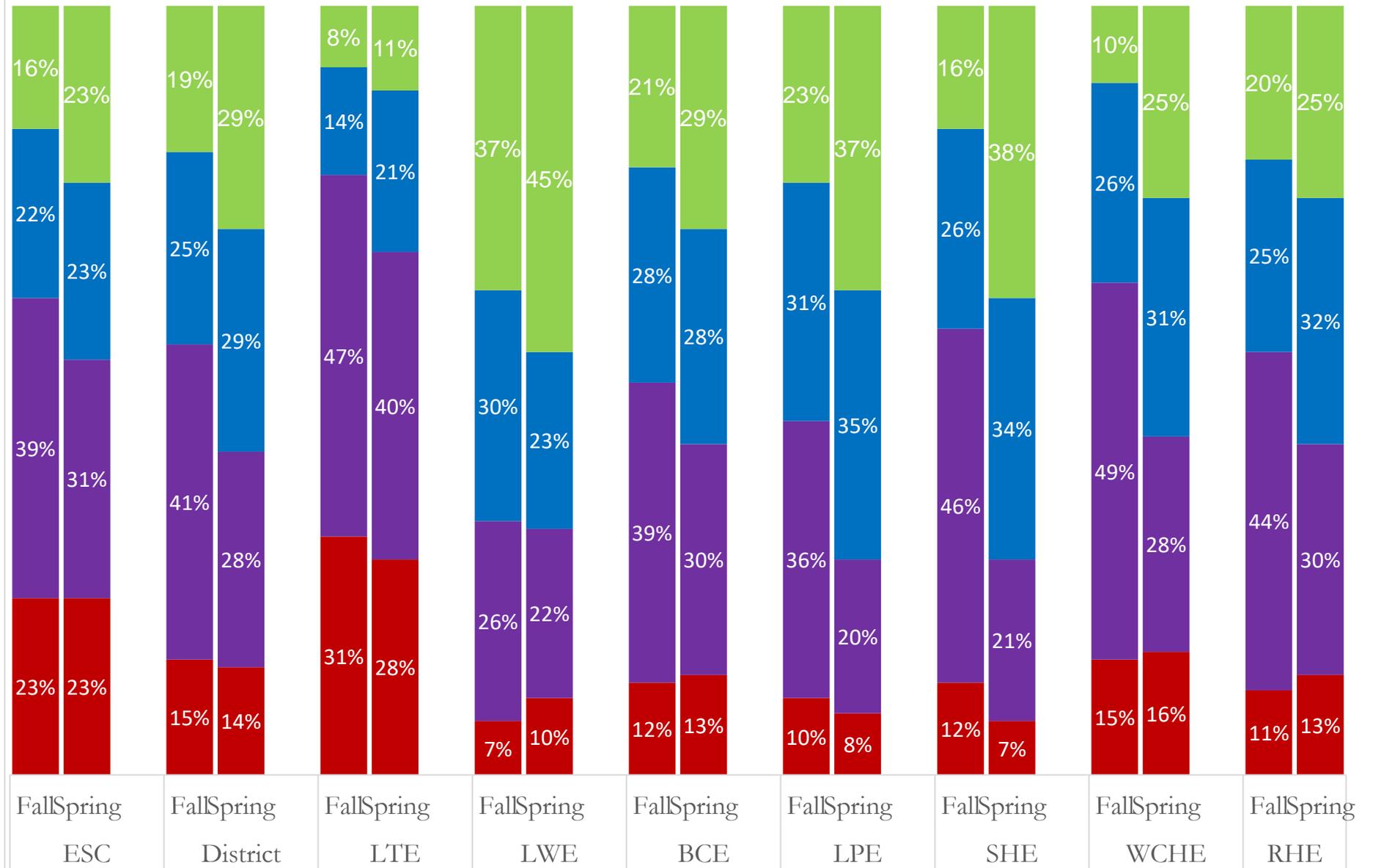
3 Math



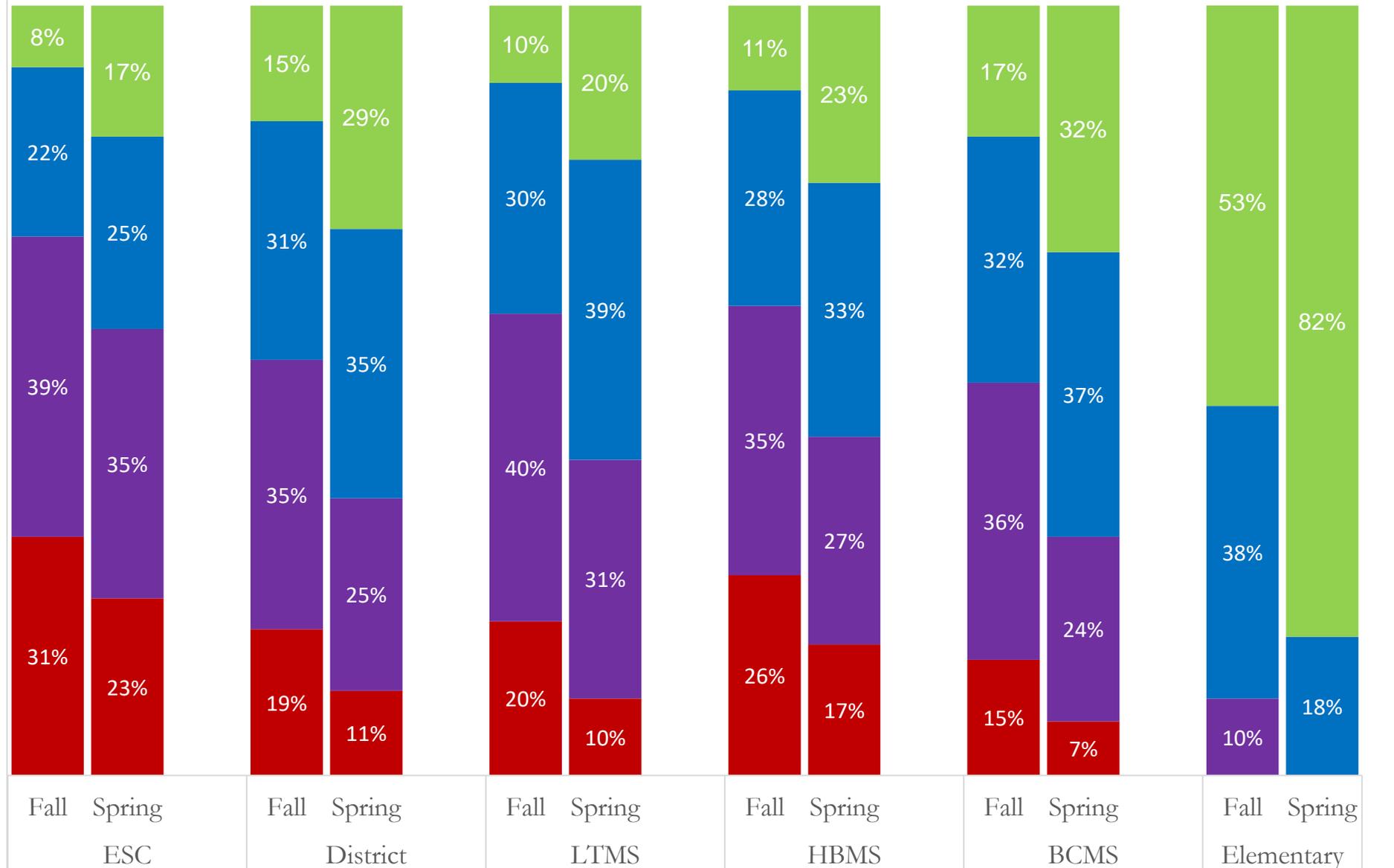
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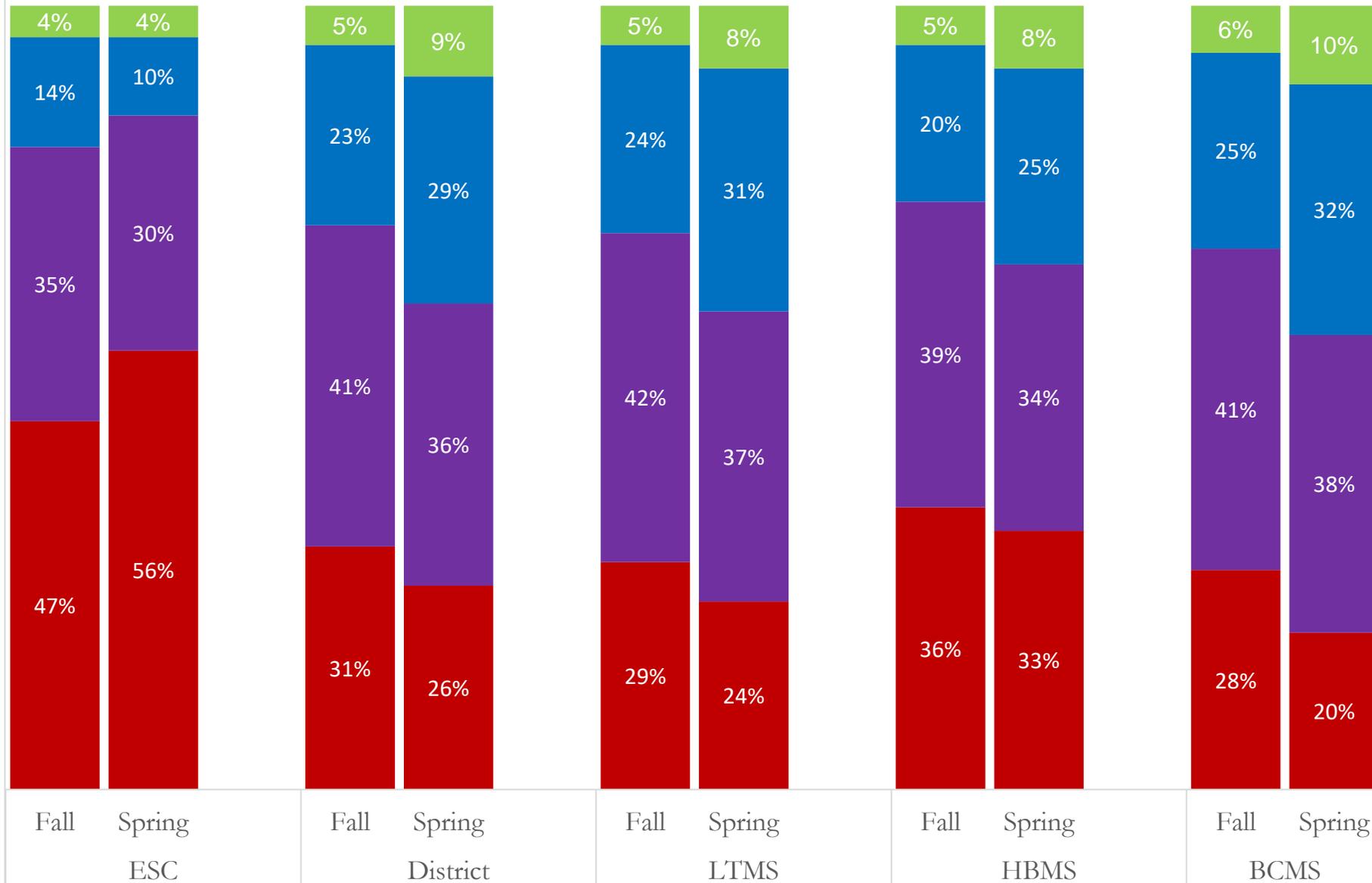
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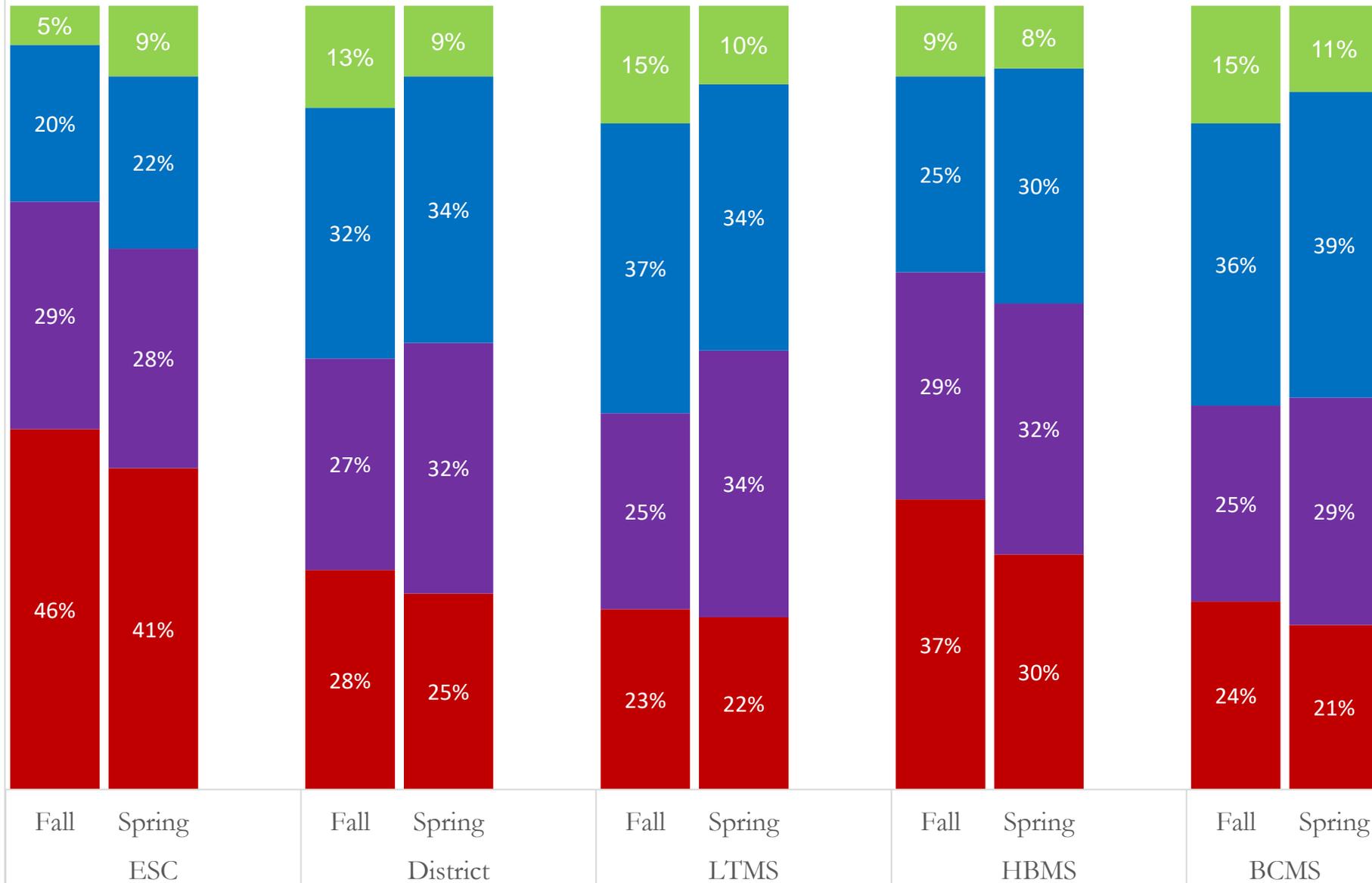
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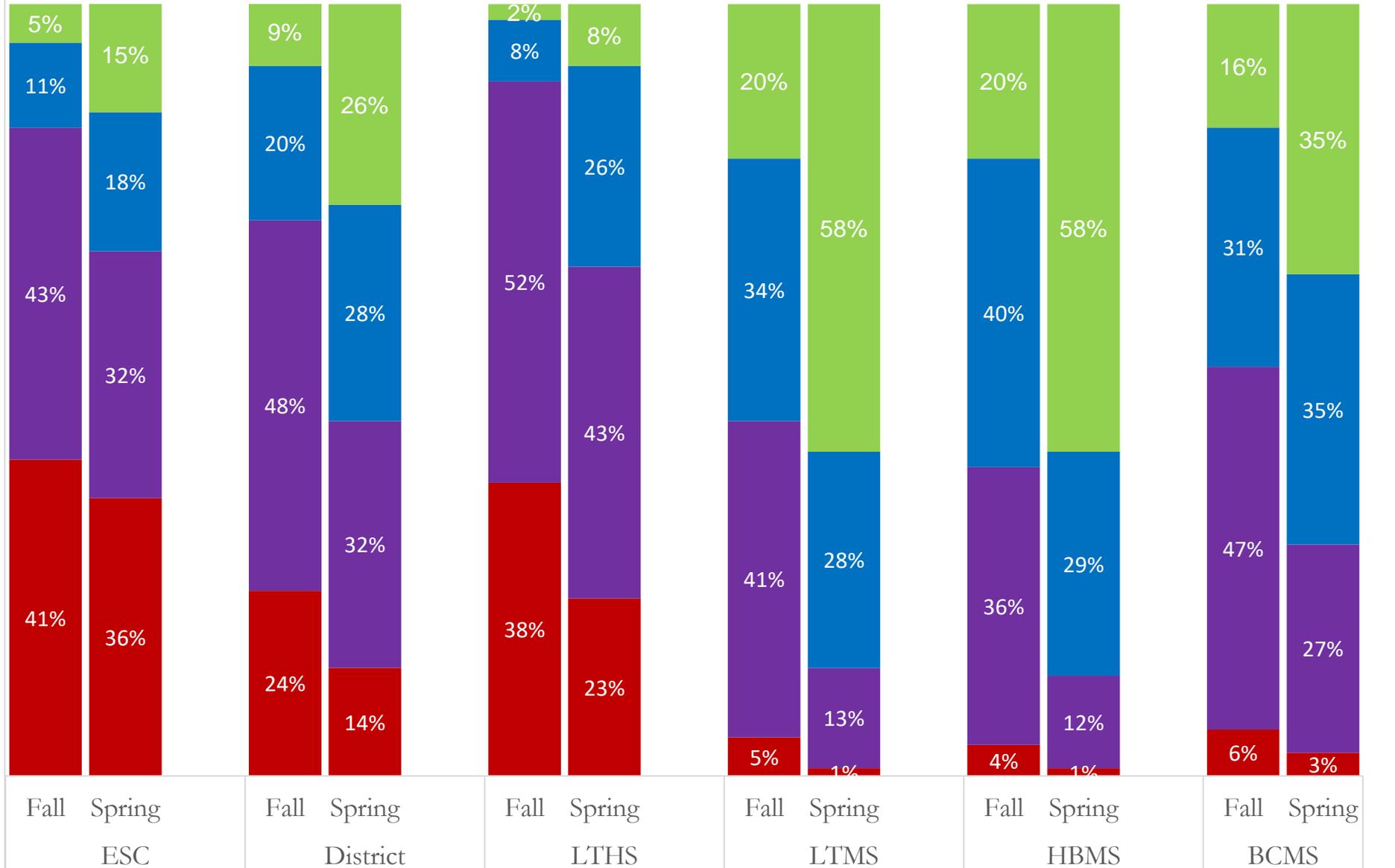
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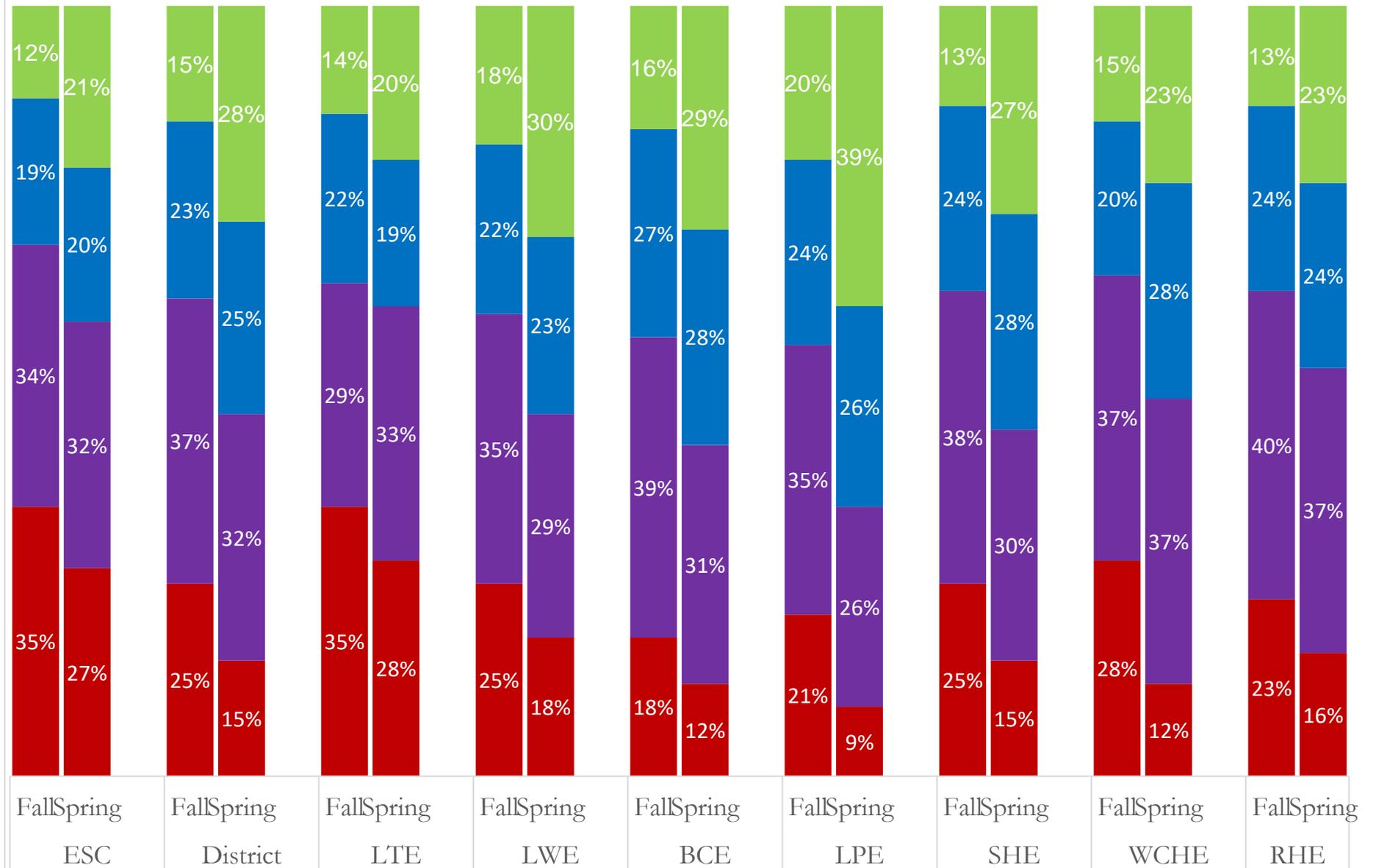
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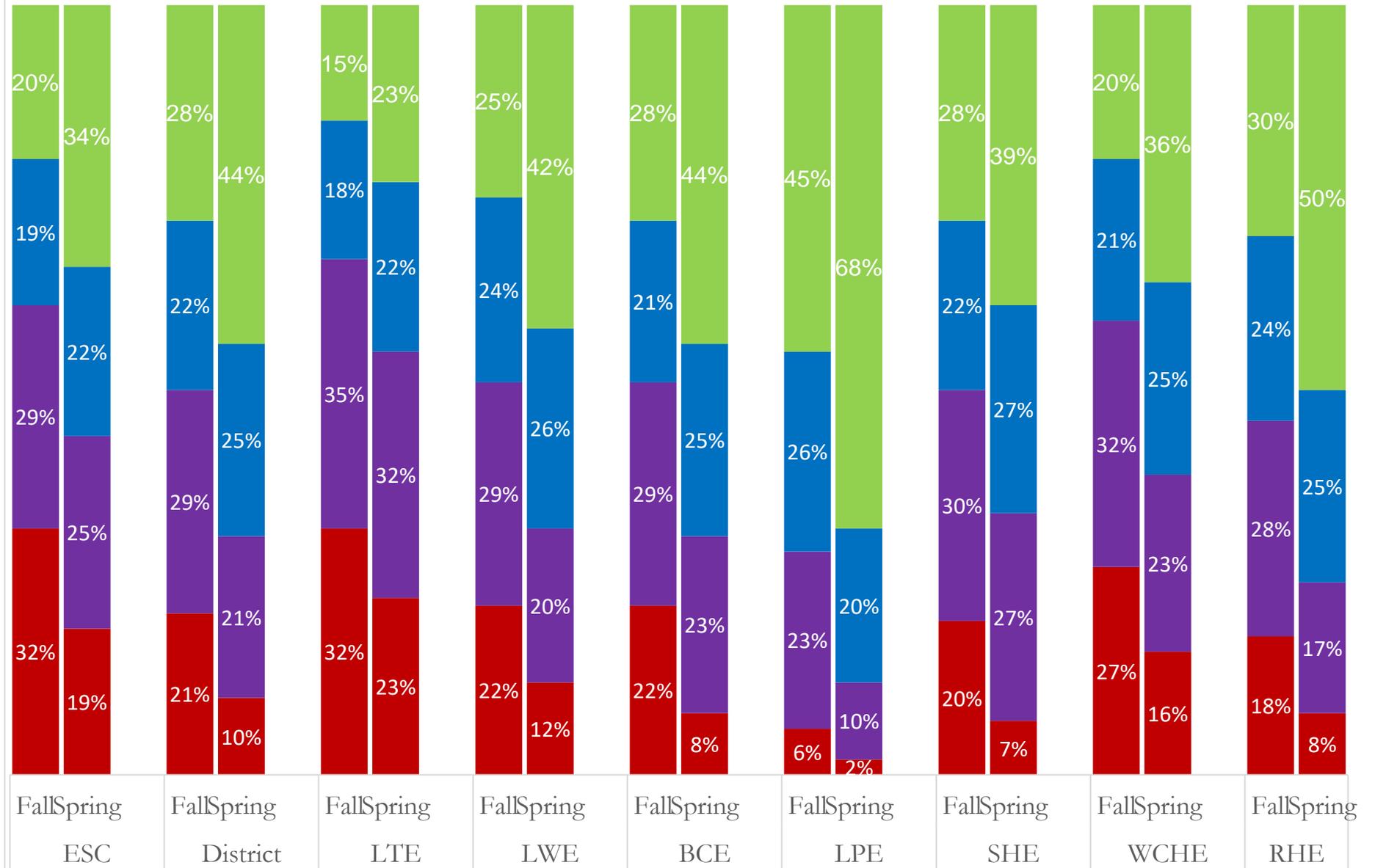
Algebra 1



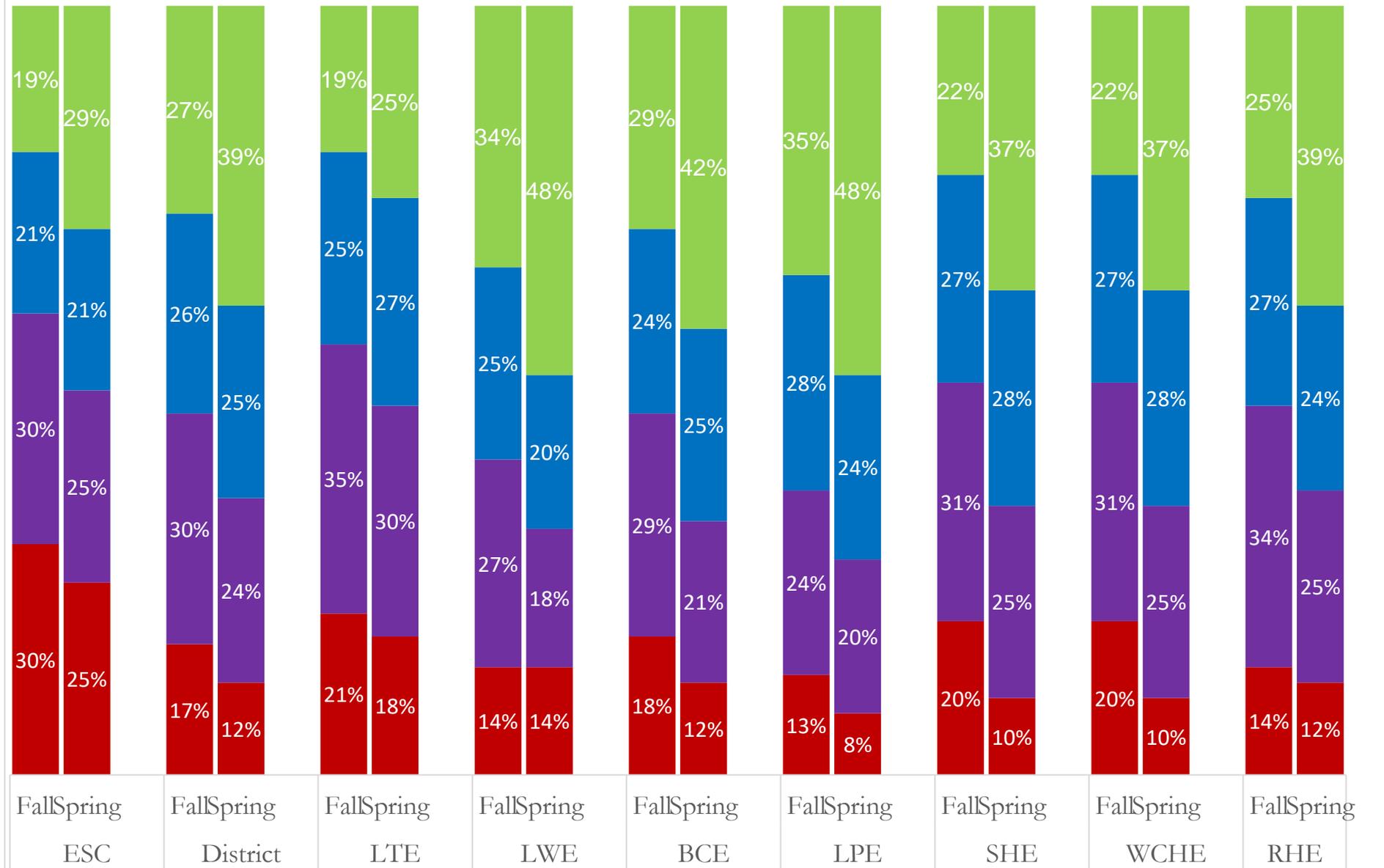
3 Reading



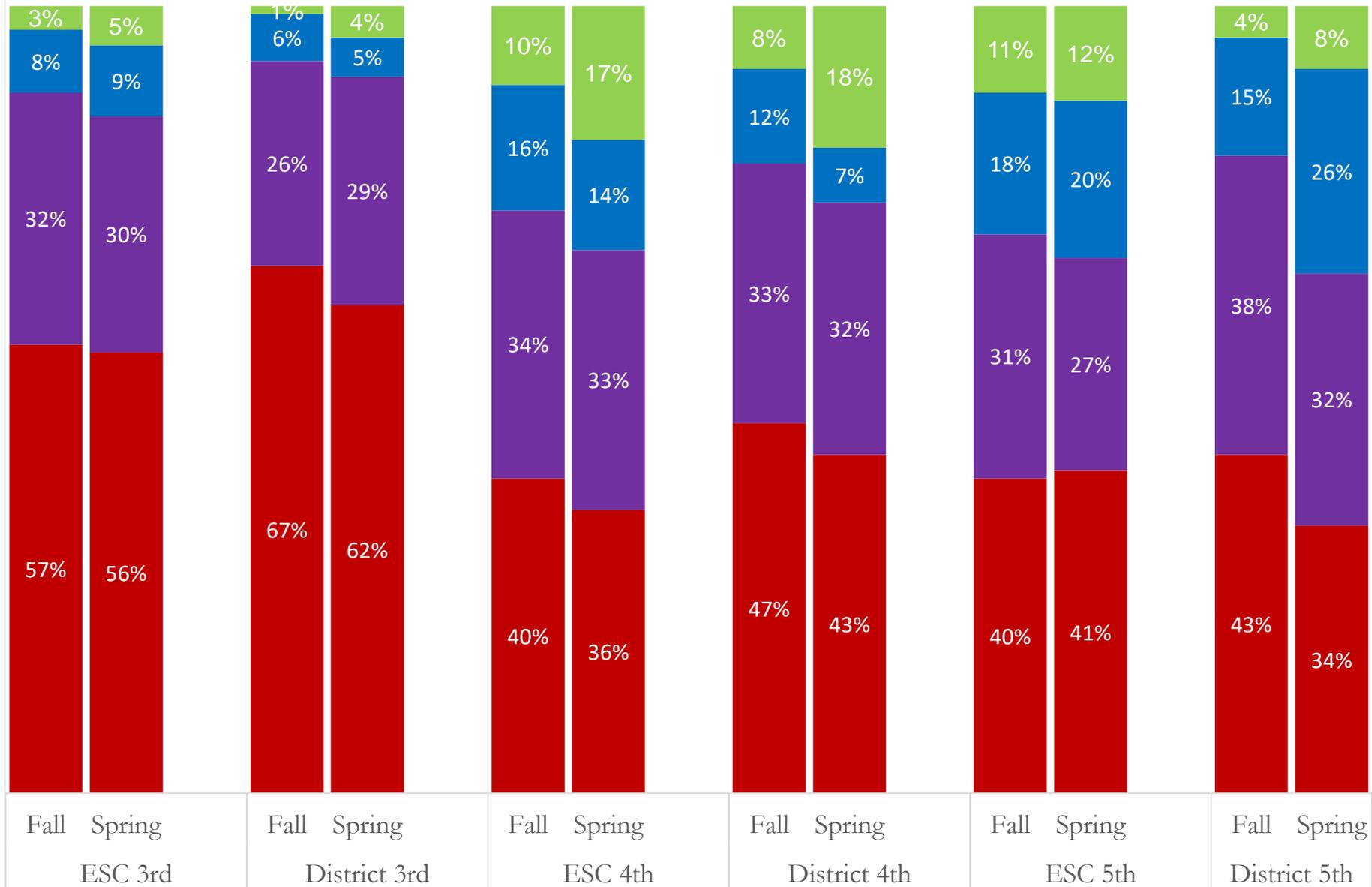
4 Reading



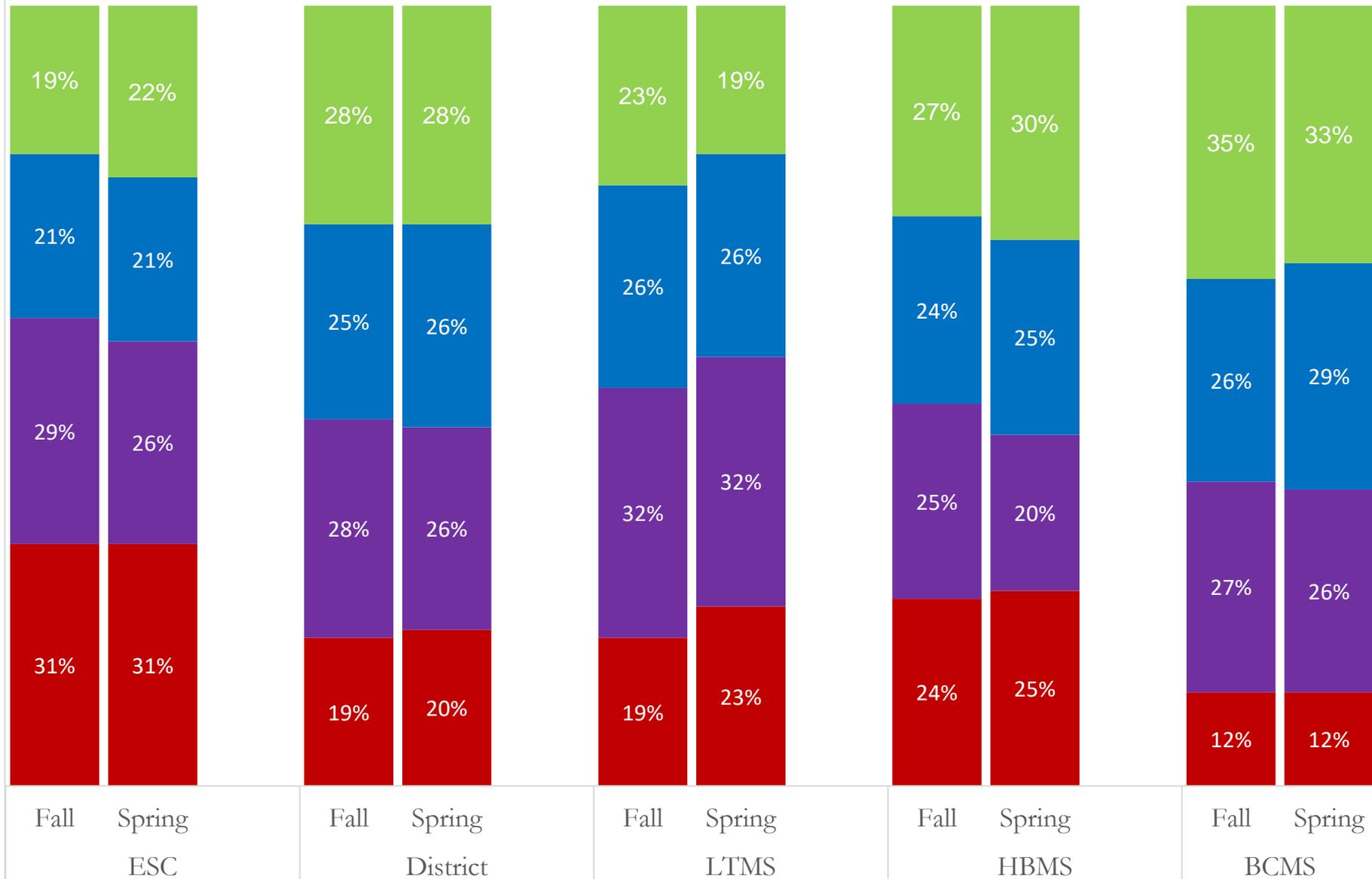
5 Reading



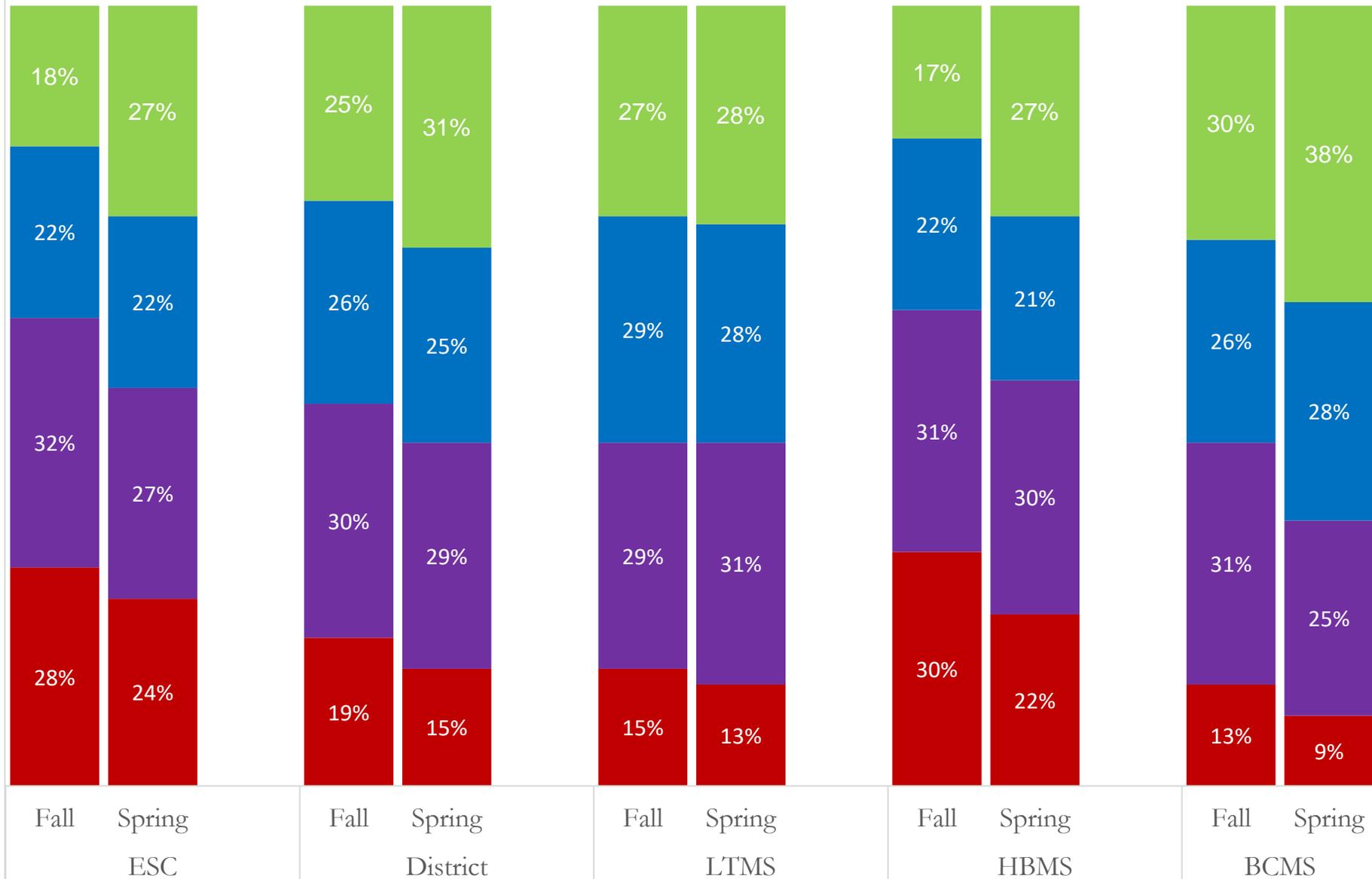
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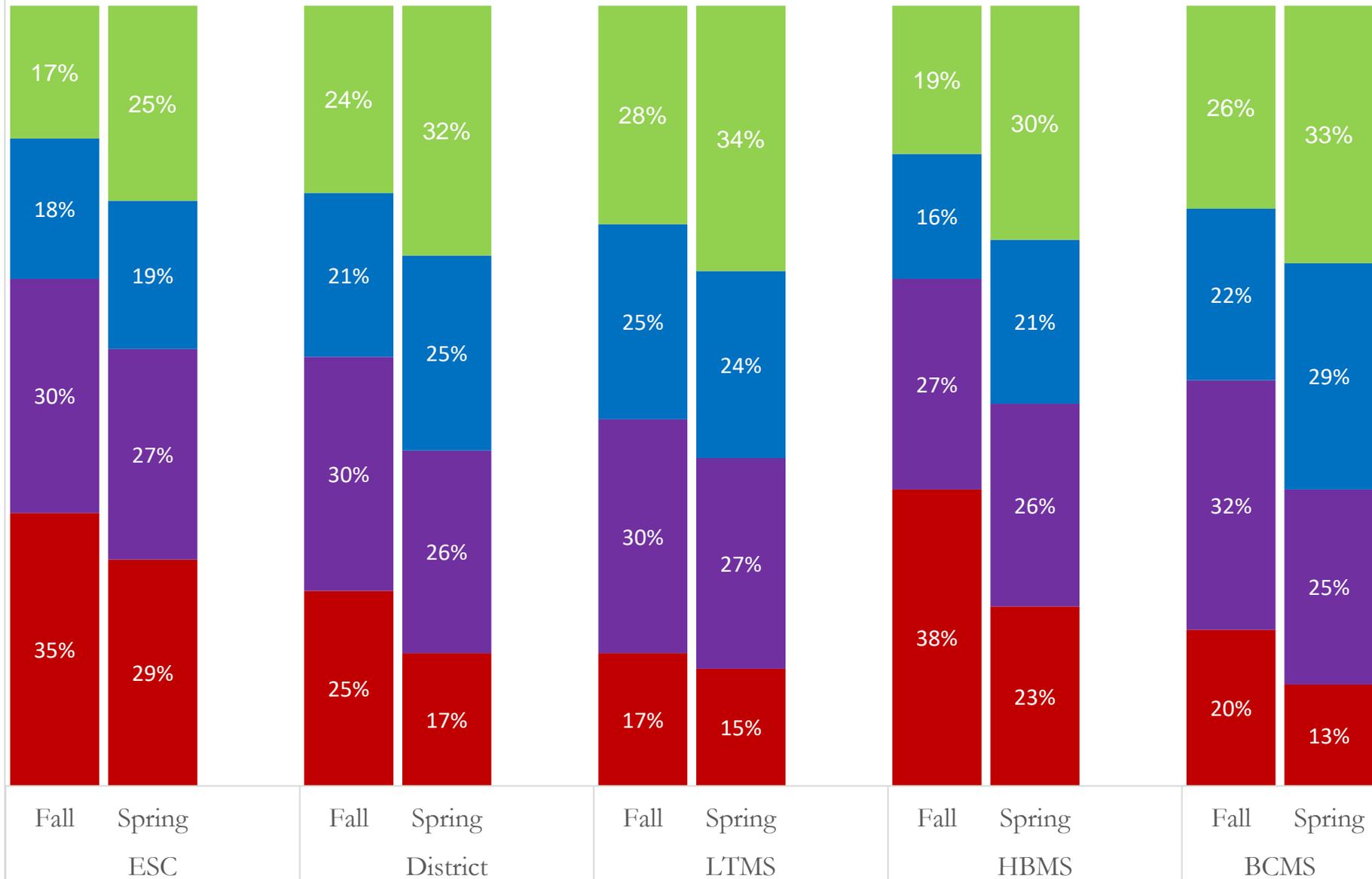
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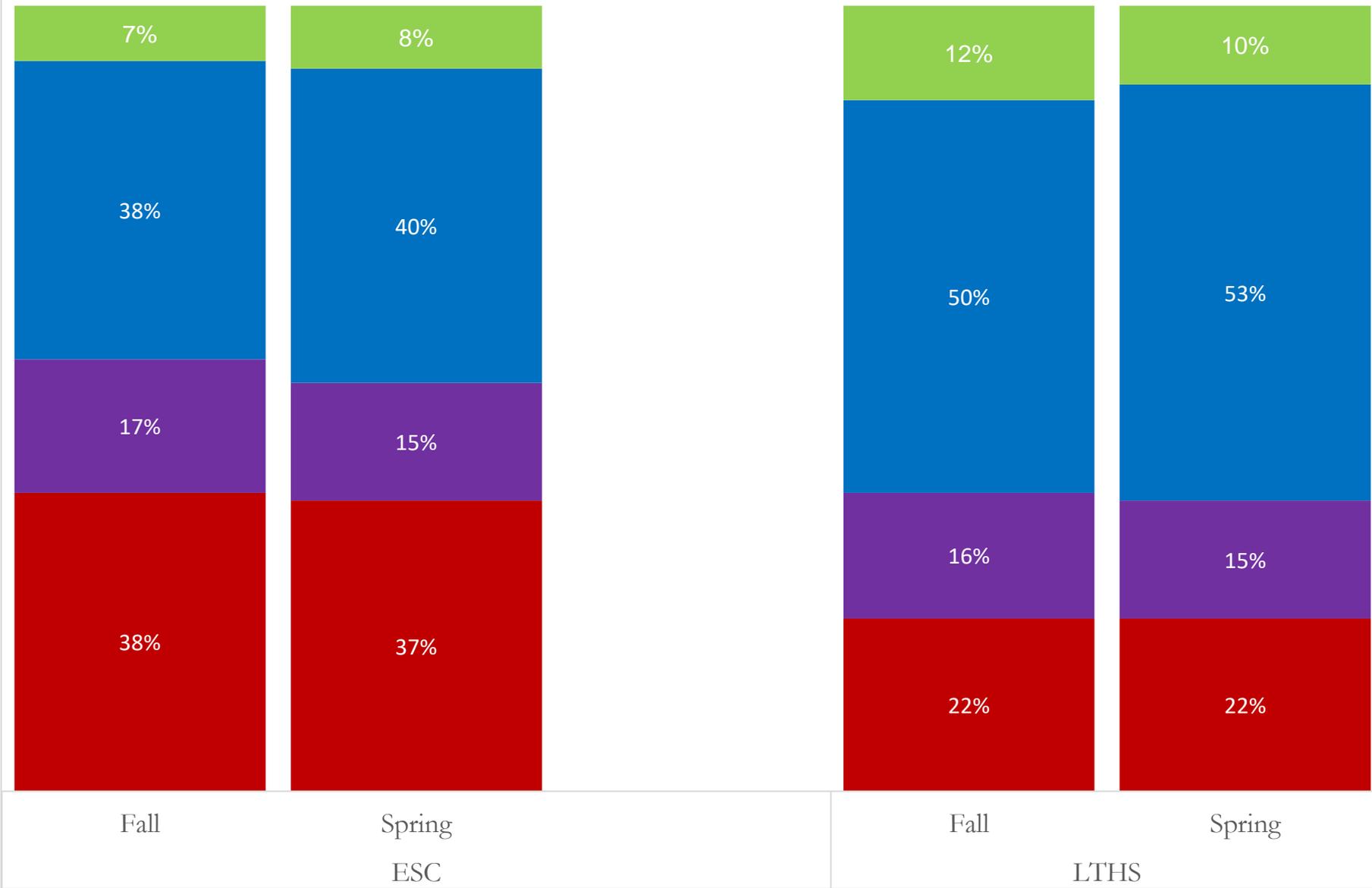
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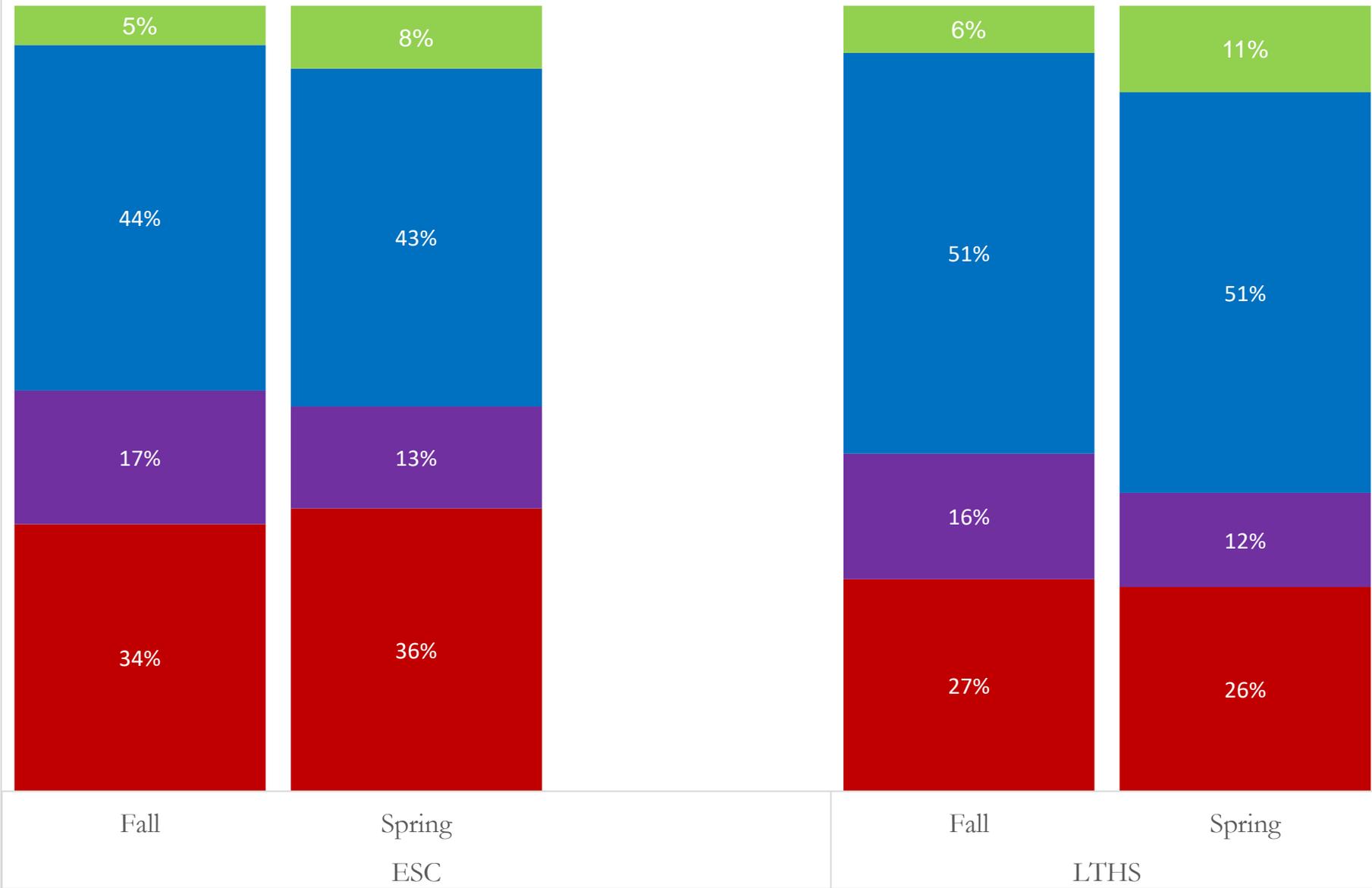
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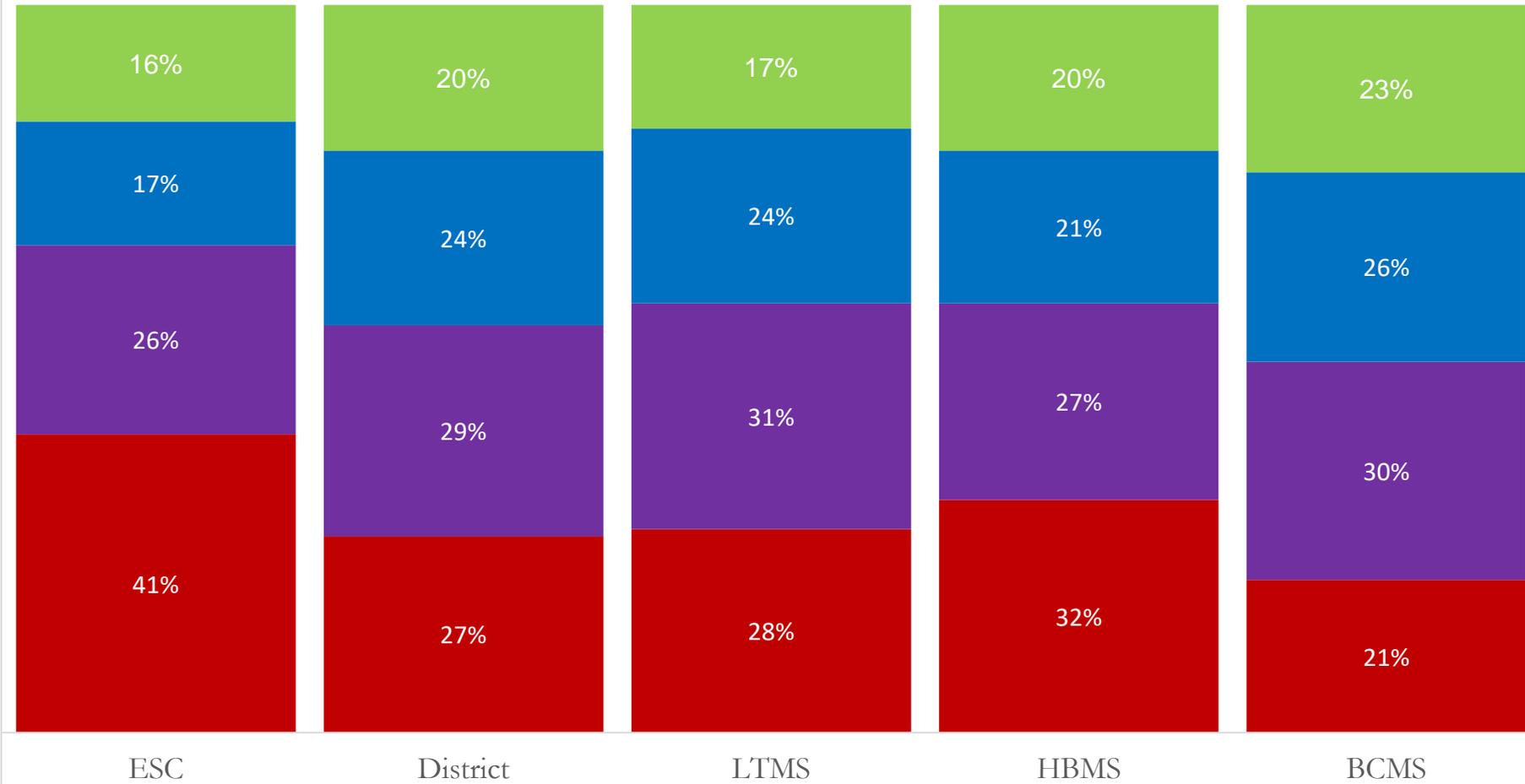
English I



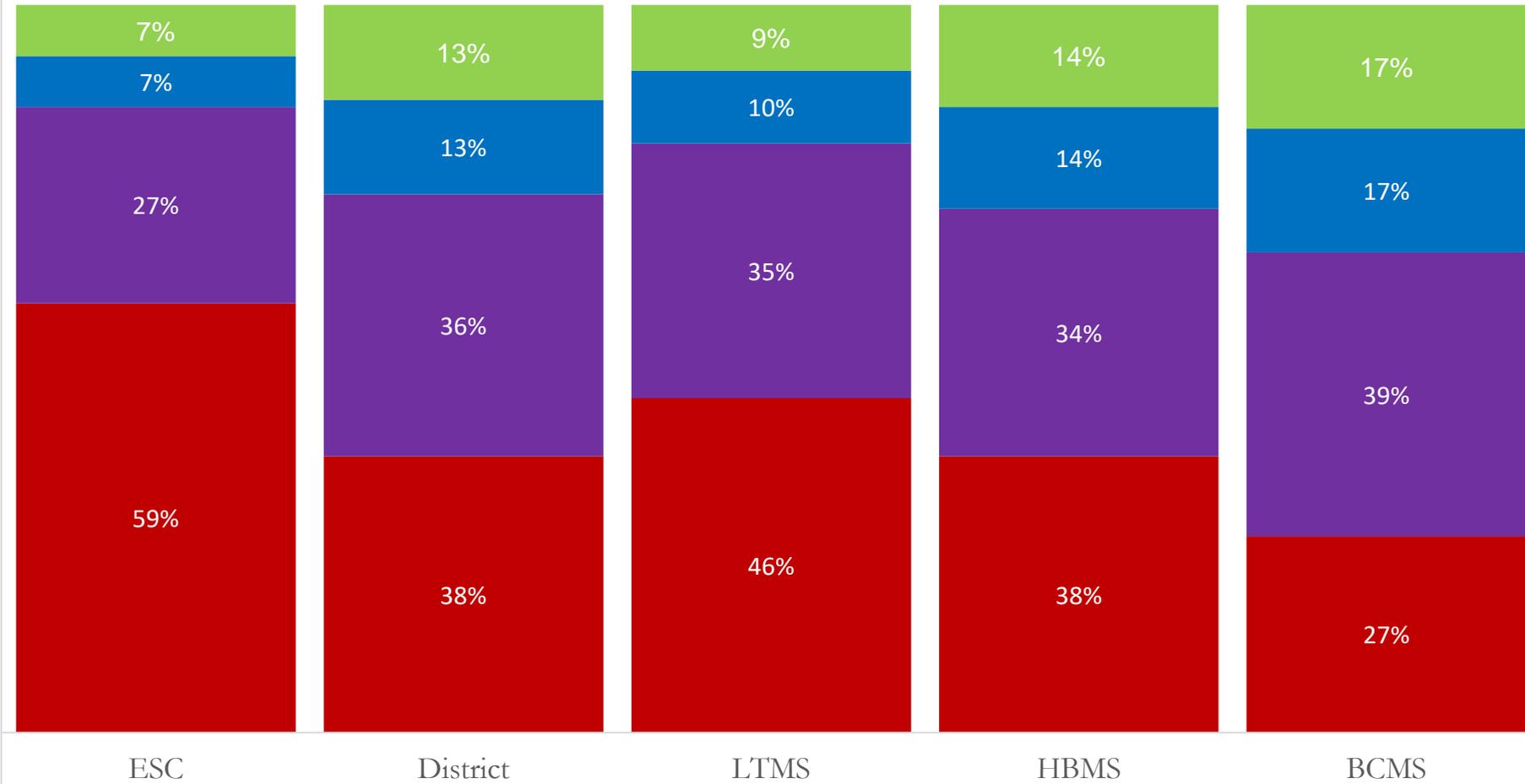
English II



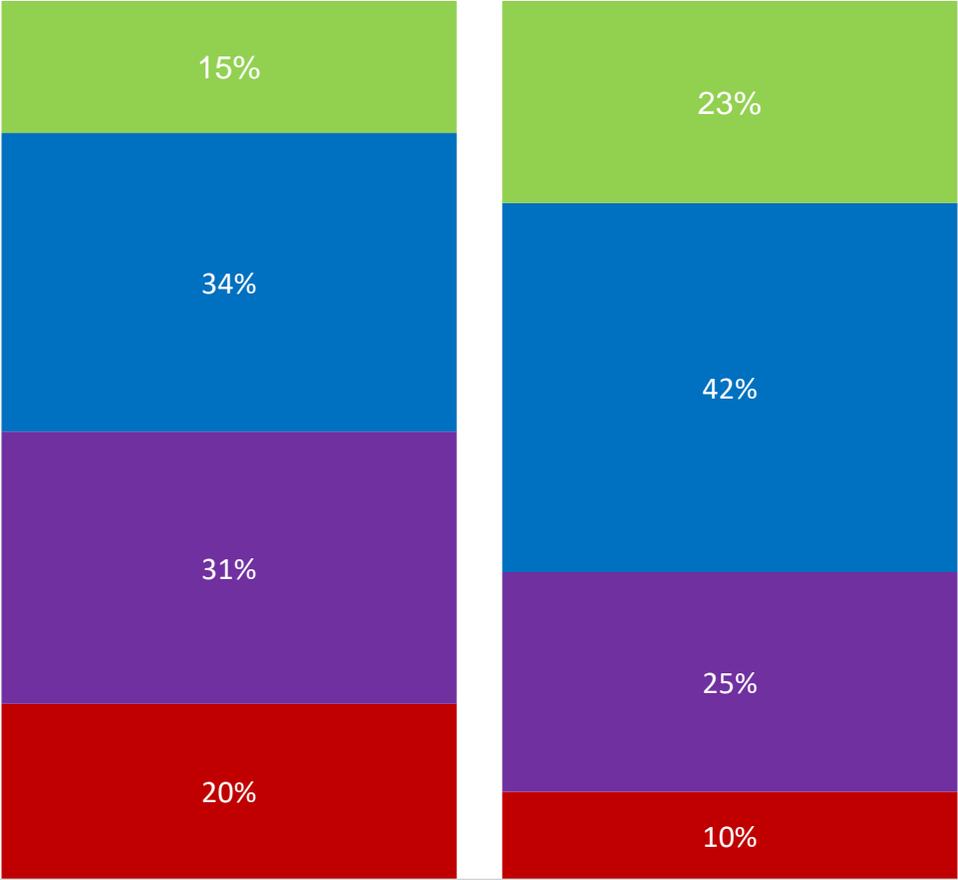
8 Science



8 Social Studies



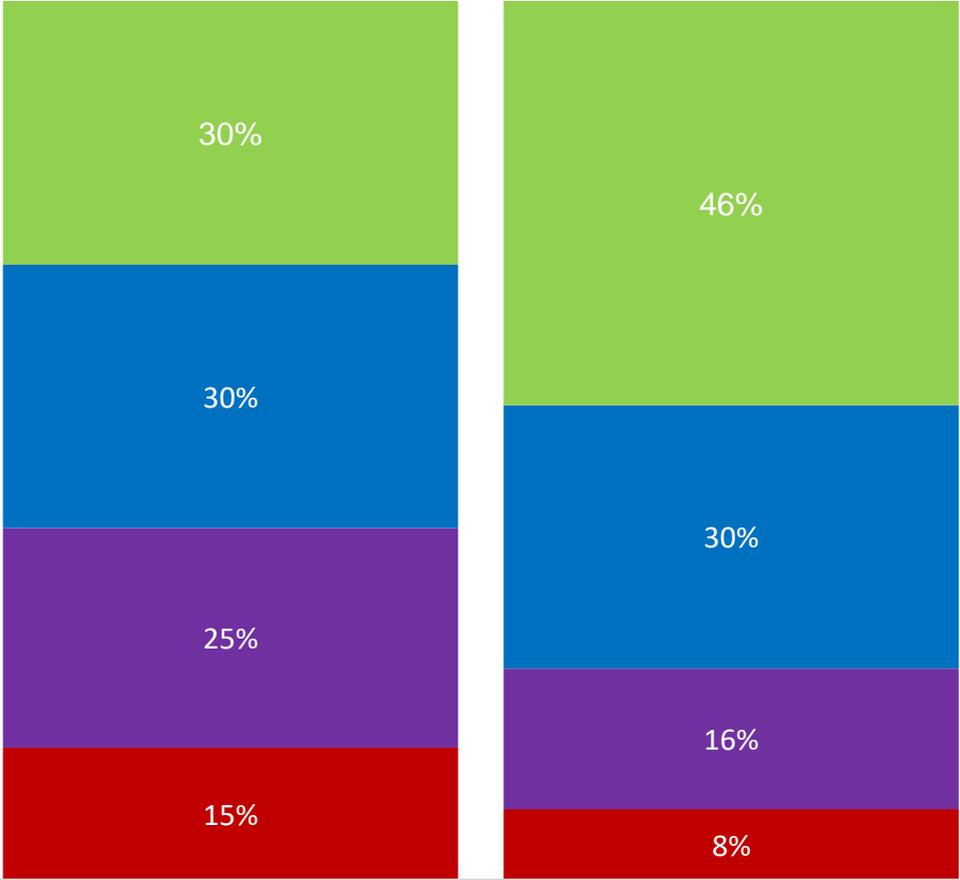
Biology



ESC

LTHS

U.S. History



ESC

LTHS

Questions

114





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals for AV/PA replacement for Lake Travis Elementary and Serene Hills Elementary

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the April 19, 2023 Board Meeting.

RATIONALE

The 2023 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 Long Range Facilities Planning committee.

Competitive sealed proposals to upgrade AV systems at Lake Travis Elementary School and Serene Hills Elementary will be received on March 27, 2023.

The Epson 1485fi interactive projectors for this upgrade are being purchased separately in order to receive them in the timeliest manner due to manufacturer lead times and estimated delivery dates. This RFP is for the installation of those projectors and their mounts, removal of legacy AV cabling and installation of AV cabling, patch and paint for a turnkey installation. The proposals submitted will be evaluated based on their price, their overall project experience/qualifications, and completeness of the response. A recommendation to award of this contract to the company that is offering the best value for the District will be made at the April 19, 2023 board meeting.

BUDGET PROVISIONS

2023 Bond Funds

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023-2024 PreK Tuition Rate Increase for Non-Qualifiers

RECOMMENDED ACTION

Approve the PreK tuition rate increase of \$500 per year for non-qualifier students from the current annual rate of \$6,000 to \$6,500 for the 2023-2024 school year.

RATIONALE

Due to the increased program costs and rising demand for enrollment, we are seeking board approval to increase the annual rate for students participating in our tuition-based PreK programs. The rate remains competitive with surrounding districts, who still provide access to tuition based PreK programs. The rate increase will cover the increase in supplies and administrative costs to run the program. The annual tuition rate for non-qualifiers has been in place since the 2018-2019 school year and we have added three additional classrooms this past year alone.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

Dr. Lyndsae Benton - Executive Director of Curriculum & Instruction

Amanda Prehn - Director of Elementary Curriculum & Instruction

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Discuss and Approve the Certification of Unopposed Candidates

RECOMMENDED ACTION

Approve the Certification of Unopposed Candidates for Place 6 and Place 7.

RATIONALE

The authority responsible for preparing the ballot must certify the unopposed status to the authority responsible for ordering the election. This document is filed with the presiding officer of the political subdivision. The governing body must meet, accept this certification, and issue an order or ordinance declaring the election cancelled and the unopposed candidates elected. To complete the cancellation process, a copy of the order or ordinance canceling the election must be posted on Election Day at each polling place that would have been used in the election.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Philippa Ford – Elections Official

ATTACHMENTS

Certification for Place 6 and Place 7

MEETING DATE

March 22, 2023

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
*CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT***

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el May 6, 2023

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) <i>Cargo(s)</i>	Candidate(s) <i>Candidato(s)</i>
Place 6	Robert S. Aird
Place 7	Keely Cano

Signature (*Firma*)

John Aouelle

Printed name (*Nombre en letra de molde*)

President

Title (*Puesto*)

Date of signing (*Fecha de firma*)

(Seal) (*sello*)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Discuss and Approve the Order of Cancellation for the May 6, 2023 School Board Trustee Election

RECOMMENDED ACTION

Approve the Order of Cancellation for the May 6, 2023 School Board Trustee Election.

RATIONALE

To cancel an election, the governing body must first receive and accept the Certification of Unopposed Candidates form from the authority responsible for preparing the ballot. The cancellation order/ordinance must be adopted in an open meeting. The candidates are not required to be present. Certificates of election should be prepared for each unopposed candidate; however, the certificates of election should not be issued until after Election Day, as follows. Section 2.053 provides that the certificate of election shall be issued “in the same manner and at the same time” as for a candidate elected at an election. Therefore, the candidates, who have been declared “elected” at the meeting ordering the cancellation, must wait until after the official election day (even though no election is held) and no earlier than the prescribed canvassing period (even though no canvass is held) to be sworn in and assume their duties. Copies of this order/ordinance must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Philippa Ford – Elections Official

ATTACHMENTS

Order of Cancellation

MEETING DATE

March 22, 2023

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Lake Travis ISD hereby cancels the election scheduled to be held on
(official name of governing body)

May 6, 2023

(date on which election was scheduled to be held)

in accordance with Section 2.053(a) of the Texas

Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

Lake Travis ISD

El _____ *por la presente cancela la elección que, de lo contrario,*
(nombre oficial de la entidad gobernante)

se hubiera celebrado el **May 6, 2023** *de conformidad, con*
(fecha en que se hubiera celebrado la elección)

*la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:*

Candidate (*Candidato*)

Office Sought (*Cargo al que presenta candidatura*)

Robert S. Aird

Place 6

Keely Cano

Place 7

A copy of this order will be posted on Election Day at each polling place that would have
been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales
que se hubieran utilizado en la elección.*

John Aouelle, Board President

Kim Flasch, Board Secretary

(seal) (*sello*)

Date of adoption (*Fecha de adopción*)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 032223-01 Regarding the Sale of Approximately 0.2302 Acres of Land Located on Jingle Dr.

RECOMMENDED ACTION

Approve Resolution No. 032223-01 approving the sale of approximately 0.2302 acres of land located on Jingle Dr.

RATIONALE

The District currently owns a parcel containing approximately 0.2302 acres of land located on Jingle Road (see map attached with resolution). The Property has no direct access to public roads and is not usable for any District purpose. The Hawkins Family owns the three parcels of land that surround the District's parcel and has approached the Administration about purchasing the District's parcel. Typically, before land owned by a district may be sold, notice to the general public of the offer of the land for sale must be published and sealed bids to purchase the land must be accepted; however, certain exceptions to the public notice and bidding requirements exist. Here, because the Property is a narrow strip of land that lacks access to public roads and cannot be used independently, it may be sold to the abutting landowner without the requirements of issuing public notice or accepting bids. See Tex. Local Gov't Code §272.001(b)(1). The Property may not be sold for less than fair market value; the fair market value is determined by an appraisal obtained by the district that owns the land, and the appraisal price is conclusive of the fair market value of the land. The District recently received an appraisal of the Property for \$51,000. The Administration recommends approval of the Resolution to allow the sale of the Property to the Hawkins Family Partners LP for the appraisal price of \$51,000.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent of Business Services
Robert Winovitch - Director of Facilities and Construction
Matthew Tiffie - Legal Counsel

ATTACHMENTS

Resolution No. 032223-01

MEETING DATE

March 22, 2023

Lake Travis ISD Resolution No. 032223-01

**LAKE TRAVIS ISD BOARD OF TRUSTEES RESOLUTION AND ORDER
FOR THE SALE OF APPROXIMATELY 0.2032 ACRES OF LAND ON JINGLE DR.**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, Section 11.151 of the Texas Education Code provides that the trustees of an independent school district may acquire and sell real property;

WHEREAS, the Lake Travis Independent School District (“District”) Board of Trustees is the governing body of the District, a political subdivision of the State of Texas;

WHEREAS, the Lake Travis Independent School District owns a parcel of real property containing approximately 0.2302 acres, located off a Jingle Drive, Spicewood, TX 78669, as more particularly described in Exhibit A (“Property”);

WHEREAS, the Lake Travis Independent School District Board of Trustees determines that the Property is neither usable nor necessary for District operations or purposes;

WHEREAS, pursuant to Chapter 272 of the Texas Local Government Code, before land owned by a district may be sold, notice to the general public of the offer of the land for sale must be published and sealed bids to purchase the land must be accepted; however, certain exceptions to the public notice and bidding requirements exist;

WHEREAS, pursuant to Texas Local Government Code Section 272.001(b)(1), the public notice and bidding requirements do not apply to narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

WHEREAS, real property sold in accordance with Texas Local Government Code Section 272.001(b)(1) may be sold to abutting landowners in proportion to their abutting ownership;

WHEREAS, the Property is a narrow strip of land and also lacks access to public roads and cannot be used independently;

WHEREAS, the Hawkins Family Partners LP (“Buyer”) is the sole owner of all other parcels of land abutting the Property and, therefore, one hundred percent of the property may be sold to the Buyer without complying with the legal requirements of public notice and acceptance of sealed bids;

WHEREAS, as provided in Texas Local Government Code Section 272.001(b), the Property may not be sold for less than fair market value; the fair market value is determined by an appraisal obtained by the district that owns the land, and the appraisal price is conclusive of the fair market value of the land;

WHEREAS, the District has obtained an appraisal that establishes the fair market value of the Property at FIFTY-ONE THOUSAND DOLLARS AND NO CENTS (\$51,000);

WHEREAS, the Buyer has agreed to purchase the Property for the established fair market value of FIFTY-ONE THOUSAND DOLLARS AND NO CENTS (\$51,000); and

WHEREAS, the Administration recommends sale of the Property to Buyer at the established fair market value.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES THAT:

1. That all of the above paragraphs are incorporated into and made part of this Resolution and Order; and
2. That the Property is determined and declared to be surplus property that is neither usable nor necessary for District operations or purposes;
3. That the District's Board of Trustees has determined fair market value is established by the appraisal price obtained by the District;
4. That the District is hereby authorized to sell the Property to the Buyer, or its successors and/or assigns, for a purchase price of FIFTY-ONE THOUSAND DOLLARS AND NO CENTS (\$51,000);
5. That the President of the Board of Trustees is hereby authorized and directed to execute the deed conveying the Property, and that the Superintendent or his designee is authorized to take all additional actions necessary or advisable to effectuate the conveyance of the Property to Buyer, including without limitation, negotiation of and execution of a Purchase Contract and any other documents, instruments, or agreements involved or necessary for the closing of the transaction.

PASSED, APPROVED and ADOPTED by the Board of Trustees of the Lake Travis Independent School District this _____ day of _____, 2023.

By: _____

John Aouelle
President, Board of Trustees

Attest: By: _____
Kim Flasch
Secretary, Board of Trustees

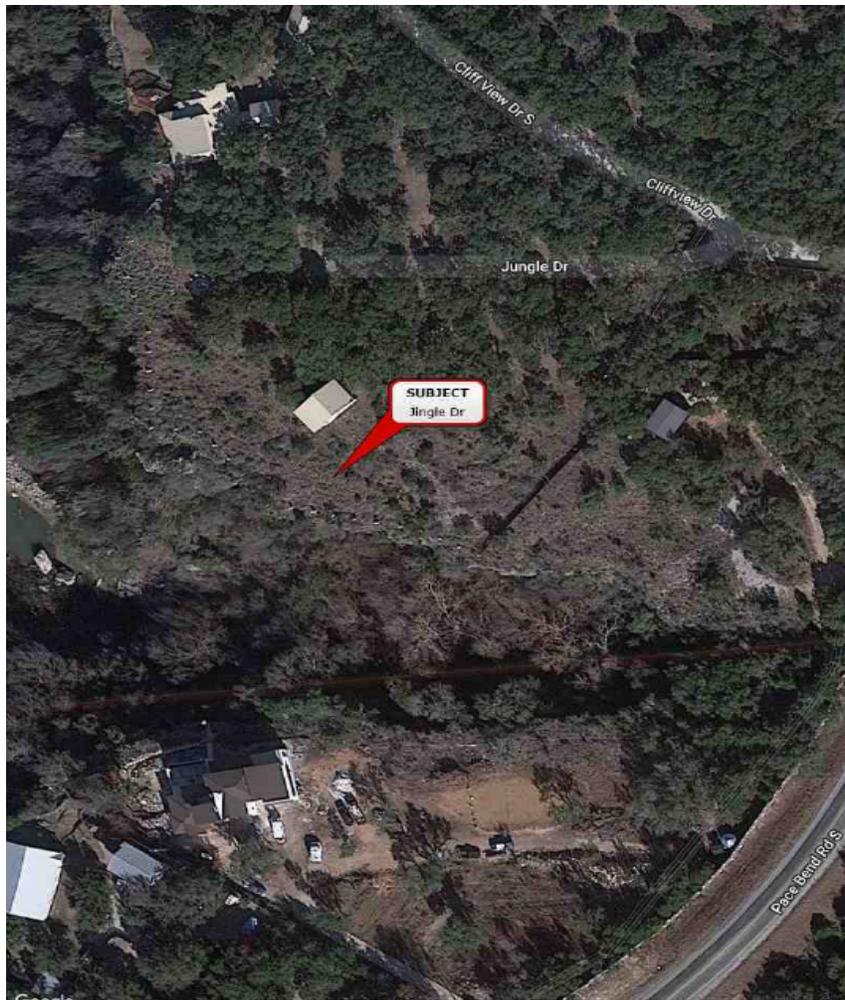
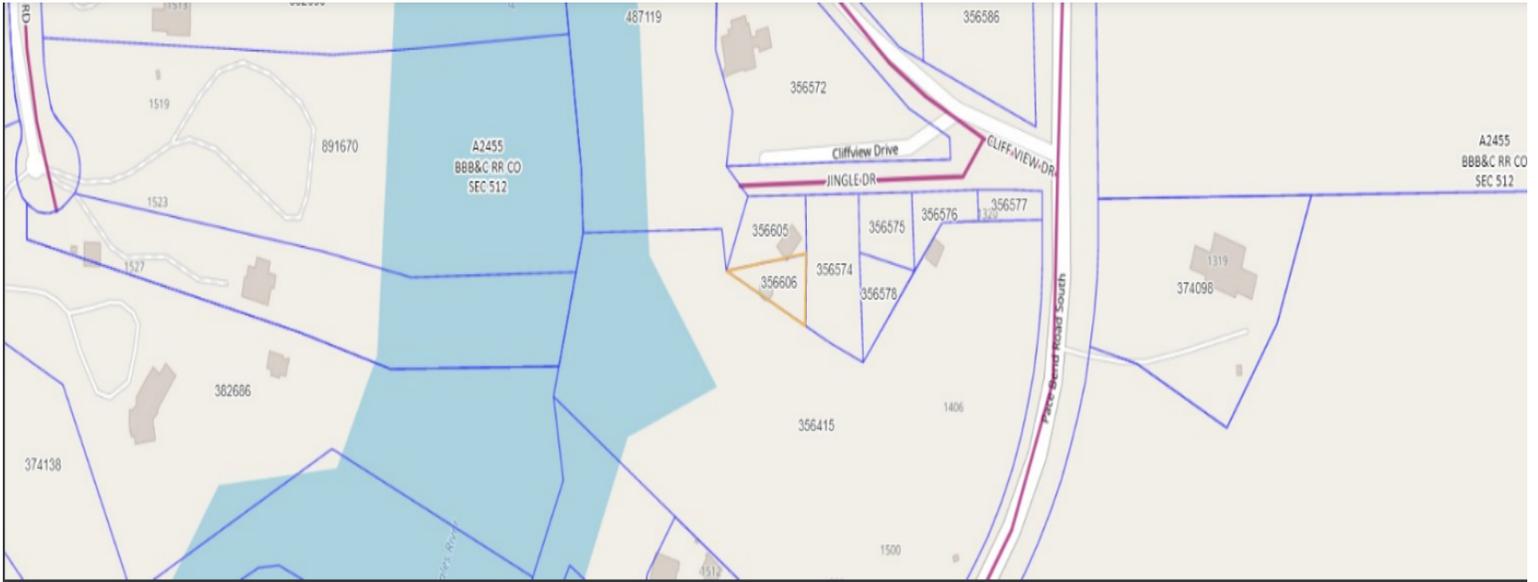
**EXHIBIT A
TO RESOLUTION NO. 032223-01**

Legal Description of Property

ABS 2459 SUR 52 COLLIER J A ACR .240

A parcel containing approximately 0.2032 acres of land located on Jingle Road, which is located off of Cliff View Drive, as depicted in Attachment 1 hereto (TCAD Property ID: 356606). The final metes and bounds of the Property to be determined by a survey accepted by the District.

Attachment 1 to Exhibit A
to Resolution No. 032223-01





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 032223-02 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 23.427Acres of Land Located at 17024 Hamilton Pool Road

RECOMMENDED ACTION:

Approve Resolution No. 032223-02 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 23.427Acre Parcel of Land Located at 17024 Hamilton Pool Road, all in Travis County, Texas.

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 successful negotiate the purchase of this property, a final purchase sale agreement will be presented to the Board for consideration.

BUDGET PROVISIONS

2023 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities & Construction
Matthew Tiffie – General Counsel

ATTACHMENTS

Resolution No. 032223-02

MEETING DATE

March 22, 2023

Resolution No. 032223-02 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, pursuant to Texas Education Code section 11.151, the Lake Travis Independent School District Board of Trustees may authorize the acquisition 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 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. Final approval of a purchase price and execution of a purchase sale agreement is subject to further Board approval.

The District shall pursue potential acquisition of the following estate currently owned by Masonwood HP, Ltd. for the purpose of the location of a District facility and infrastructure.

Location: A certain approximately 23.427 acre parcel of land located at 17024 Hamilton Pool Road, more particularly described as Property No. 946640, all in Travis County, Texas.

Adopted this 22nd day of March, 2023 by the Lake Travis ISD Board of Trustees.

John Aouelle, Board President

Kim Flasch, Board Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 032223-03 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 4.156 Acres of Land Located at Reimers-Peacock Road

RECOMMENDED ACTION:

Approve Resolution No. 032223-03 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 4.156 Acre Parcel of Land Located at Reimers-Peacock Road, all in Travis County, Texas.

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

2023 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities & Construction
Matthew Tiffie – General Counsel

ATTACHMENTS

Resolution No. 032223-03

MEETING DATE

March 22, 2023

Resolution No. 032223-03 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, pursuant to Texas Education Code section 11.151, the Lake Travis Independent School District Board of Trustees may authorize the acquisition 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 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. Final approval of a purchase price and execution of a purchase sale agreement is subject to further Board approval.

The District shall pursue potential acquisition of the following estate currently owned by TL99, Inc. for the purpose of the construction of a roadway to the location of a District facility and infrastructure.

Location: A certain approximately 4.156-acre parcel of land located at Reimers-Peacock Road, being a portion of a 64.105-acre tract situated in the ADAMS BEATY & MOULTON SURVEY NO. 37, ABSTRACT NO. 43 and the Joshua B. Sharpless Survey No. 35, Abstract 2124, designated as Tract 1 in Warranty Deed recorded in Document No 2022103400, Official Public Records of Travis County, Texas

Adopted this 22nd day of March, 2023 by the Lake Travis ISD Board of Trustees.

John Aouelle, Board President

Kim Flasch, Board Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Compensation Plan – Stipends – 2022-2023

RECOMMENDED ACTION

Approve the Updated 2022—2023 Stipend Compensation Plan as Presented.

RATIONALE

Lake Travis Independent School District administration would like to implement the proposed updates to the Stipend Compensation Plan for the 2022-2023 school year. New stipends include a Student Teacher Stipend and Employee Referral Program stipend.

BUDGET PROVISIONS

2022-2023 Budget

RESOURCE PERSONNEL

Evalene Murphy – Assistant Superintendent of Employee & Community Relations

ATTACHMENTS

Stipend Compensation Plan – 2022-2023

MEETING DATE

March 22, 2023



Human Resource Services
3322 Ranch Road 620 South, Austin, TX 78738
Phone: (512) 533-6024 Fax: (512) 533-6004
www.ltidschools.org

2022-23 Stipend Catalog

Contents:

High School Athletics.....	2
High School Academics.....	5
High School Position Adjustments.....	8
Middle School Athletics.....	8
Middle School Academics.....	10
Elementary School Academics.....	11
Student Support Services.....	12
Curriculum & Instruction.....	13
District Position.....	13
Police Position.....	13
Summer School.....	13

High School Athletic Stipends		
Title (# positions)	Description	Stipend
Baseball Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,500
Baseball Asst Coach (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Basketball Head Coach – Boys (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$5,708
Basketball Asst Coach – Boys (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Basketball Head Coach – Girls (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$5,708
Basketball Asst Coach – Girls (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Cavalettes Head Coach (1)	Directs the overall dance and choreographed dance program at a high school campus. Provides students with an opportunity to participate in extracurricular dance/drill team activities which may include performing dance team, cultural dance ensembles, or other dance training. Coordinates rehearsals, competitions, routine selection and performances.	\$6,500
Cavalettes Asst Coach (2)	Assists the high school performing dance/drill team director with the supervision of the high school performing dance/drill team.	\$3,500
Cheerleading Head Coach (1)	Provides instruction and leadership to the high school cheerleading squad in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$6,500
Cheerleading Asst Coach (2)	Assists the high school cheerleading sponsor in providing instruction and leadership to the high school cheerleading squad in acrobatics, dance, tumbling, and arranged performances at district athletic,	\$3,500

	fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	
Title (# positions)	Description	Stipend
Cross Country Asst Coach (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Football Coordinator (2)	Serves as a lead assistant coach for a high school football team. Responsible for the offensive or defensive unit. Oversees skill-development and develops playbook elements for assigned unit and athletes. Reports to the head football coach.	\$9,040
Football Special Teams Coordinator (1)	Coordinates all special teams phases of the football game. Oversees skill-development and develops playbook elements for assigned unit and athletes. Reports to the head football coach.	\$7,832
Football Asst Head Coach (1)	Serves as head football coach as needed. Manages facilities and scheduling in conjunction with head football coach.	\$5,000
Football Asst Coach – Varsity (3)	Assists the head coach of a high school football team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head football coach.	\$6,832
Football Asst Coach JV & Freshman (9)	Assists the head coach of a high school football team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head football coach.	\$6,332
Football Statistician (1)	Coordinates the offensive, defensive and special teams' statistics. Maintains a running record for the year. Compiles reports to media. Reports to head football coach.	\$6,332
Golf Head Coach – Boys (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,860
Golf Head Coach Girls (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,860
Golf Asst Coach (1)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practices sessions. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility. Reports to the head coach.	\$4,700
Gymnasium Facilitator (1)	Procures and manages inventory of large equipment items in the LTHS gymnasiums. Assists athletic office with facility rental calendar for high school gymnasiums. Responsible for entering work orders for high	\$4,138

	school gymnasiums. Communicates with athletic office for auxiliary weight room equipment issues and needs.	
Title (# positions)	Description	Stipend
Strength & Conditioning (1)	Coordinates all in season and off season strength and conditioning for all athletic programs. Responsible for the physical plant of the weight room, including maintenance and upkeep. Oversees usage and scheduling of facility.	\$3,972
Powerlifting Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$5,208
Powerlifting Asst Coach (1)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Soccer Head Coach – Boys (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$6,180
Soccer Asst Coach – Boys (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Soccer Head Coach – Girls (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$6,180
Soccer Asst Coach – Girls (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Softball Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,500
Softball Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Swimming Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all	\$7,860

	UIL rules and regulations regarding competition, practice, and student eligibility.	
Swimming Asst Coach (1)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$4,208
Title (# positions)	Description	Stipend
Tennis Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$8,332
Tennis Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$4,680
Track and Cross Country Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$11,680
Track Coordinator (1)	Assists the head coach for the track team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$4,972
Track Asst Coach (7)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
Volleyball Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$7,500
Volleyball Asst Coach (3)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$4,208
Wrestling Head Coach (1)	Serves as a coach for a high school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities, May work with other coaches or assistant coaches, Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$5,000
Wrestling Asst Coach (2)	Assists the head coach of a high school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,972
High School Academic Stipends		
Assistant Band Director (4)	Assists the director in the supervision of the instrumental music and band program at a high school campus.	\$3,500

Assistant Technical Director (2)	Responsible for technical issues specific to performing arts events and activities. Works with technical director to ensure events are covered. Works with student technical crews during events. Serves as house manager as required.	\$3,000
Title (# positions)	Description	Stipend
Band Director (1)	Directs the instrumental music and band program at a high school campus. Provides students with an opportunity to participate in extracurricular band activities which may include marching band, concert band, soloists, ensembles, and other instrumental music groups. Coordinates rehearsals, music selection, instruments and performance opportunities.	\$20,000
Cavs In-Service (1)	Maintains student hours and accurate data for all high school student service hours.	\$1,250
Choir (2)	Directs the vocal music program at a high school campus. Provides students with an opportunity to participate in extracurricular choir activities which may include chorus, small group ensembles or solo training and performance. Coordinates rehearsals, music selection, and performance opportunities.	\$5,000
DECA (2)	Coaches and prepares students who are emerging leaders and entrepreneurs for careers in marketing, finance, hospitality, and management. Facilitates and supervises meetings and activities and advises students.	\$750
Dept. Chair CTE (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair English (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Fine Arts (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Health/PE (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair LOTE (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Math (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Science	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide	\$3,000

(1)	instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	
Dept. Chair Soc Studies (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Dept. Chair Sped Ed (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$3,000
Title (# of positions)	Description	Stipend
HOSA (1)	Implements HOSA curriculum of student lead activities designed to develop future leaders for the healthcare system. Facilitates and supervises meetings and activities and advises students.	\$1,500
Newspaper (1)	Oversees and guides students in the production, promotion, sale and distribution of the student newspaper on a high school campus. Advises students on writing, information gathering, proof-reading, editing and design skills.	\$1,800
Orchestra (1)	Directs the orchestra program at a high school campus. Provides students with an opportunity to participate in extracurricular orchestra activities which may include orchestra instrumental music or small group ensembles. Coordinates rehearsals, music selection, and performance opportunities.	\$6,000
Robotics (1)	Coordinates robotics program for students	\$1,000
Student Activities Director (1)	Organizes all student events and clubs for the campus.	\$1,000
Technical Director (1)	Responsible for technical issues specific to performing arts events and activities. Responsible for day-to-day physical needs of PAC. Provides requested technical support to all scheduled events. Works with student technical crews during events. Serves as house manager as required.	\$7,000
UIL Campus Coordinator (1)	Coordinates UIL academic program contests on a high school campus. Responsible for budget oversight, scheduling, and transportation arrangements.	\$3,000
UIL Debate/Speech (1)	Oversees, prepares and assists with preparing students for debate/speech competitions/writing and oratory performances, debate competitions and tournaments.	\$2,000
UIL/OAP/Theatre Production (1)	Organizes, implements, and promotes drama and theatre arts on a high school campus. Provides opportunities for student performance and production of plays and theatrical events. Oversees scheduling, casting, rehearsals, scripts, set design/construction and directing public performances.	\$3,000
UIL/TFA Interpretation/Speech (1)	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.	\$1,200

Audio/Video Production (2)	Responsible for video production events specific to campus events and activities. Provides requested video and technical support to all scheduled events. Works with student video crews during events. Records and produces events as required.	\$7,000
Vocational Agriculture (3)	Coaches and prepares students for subject-area UIL competitions at the high school level. Leads and supervises practice sessions and advises students.	\$4,000
Yearbook (1)	Oversees and guides students in the production, promotion, sale and distribution of the annual yearbook.	\$1,800
Title (# of positions)	Description	Stipend
Website Coordinator (1)	Maintains campus level websites.	\$1,500
Lead Counselor (1)	Provides leadership to the HS Counseling team for program management, CCMR and graduation requirements, and planning and coordinating activities for student success. Acts as a liaison between administration and counseling departments as well as with staff and community.	\$3,000
High School Position Adjustments		
Health Science Technology RN/Teacher (1)		\$1,665
Middle School Athletic Stipends		
MS Coordinator (1)	Coordinates all athletic teams and events on a middle school campus. Plans and coordinates facility and equipment use by athletic teams and other groups. Oversees compliance with all UIL rules and regulations regarding competition, practice and student eligibility. May also coach.	\$4,444
Basketball Head Coach - Boys (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Basketball Asst Coach - Boys (2)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Basketball Head Coach - Girls (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, practice sessions, travel equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Basketball Asst Coach - Girls (2)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Cheerleading (1)	Provides instruction and leadership to the middle school cheerleading squad in acrobatics, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$2,000

Cross Country Coach - Boys (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,000
Title (# positions)	Description	Stipend
Cross Country Coach - Girls (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,000
Dance (1)	Provides instruction and leadership to the middle school dance team in choreography, dance, tumbling, and arranged performances at district athletic, fundraising or other events. Coordinates rehearsals, competitions, routines and performances.	\$2,000
Football Head Coach (1)	Serves as head coach for a middle school football team. Manages and coordinates football activities, contests, practice sessions, travel, equipment and facilities. Ensures compliance with all UIL rules and regulations regarding competition, practice, and student eligibility. Supervises assigned assistant coaches during practices and contests.	\$3,880
Football Asst Coach (4)	Assists the head coach of a middle school football team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$3,180
Golf Coach (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$1,672
Soccer Coach - Boys (2)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$1,672
Soccer Coach - Girls (2)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$1,672
Tennis Coach (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$1,672
Track Head Coach - Boys	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities.	\$2,972

(1)	May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	
Track Asst Coach - Boys (3)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Title (# positions)	Description	Stipend
Track Head Coach - Girls (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Track Asst Coach - Girls (3)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Volleyball Head Coach (1)	Serves as a coach for a middle school athletic team. Coordinates team activities, contests, practice sessions, travel, equipment and facilities. May work with other coaches or assistant coaches. Complies with all UIL rules and regulations regarding competition, practice, and student eligibility.	\$2,972
Volleyball Asst Coach (2)	Assists the head coach of a middle school athletic team. Oversees assigned athletes and other responsibilities. Leads unit or individual drills and practice sessions. Complies with all UIL rules and regulations regarding competition, practice and student eligibility. Reports to the head coach.	\$2,372
Middle School Academic Stipends		
Band Asst Director (1)	Assists the director in the supervision of the instrumental music and band program at a middle school campus.	\$3,000
Band Director (1)	Directs the instrumental music and band program at a middle school campus. Provides students with an opportunity to participate in extracurricular band activities which may include marching band, concert band, soloists, ensembles, and other instrumental music groups. Coordinates rehearsals, music selection, instruments and performance opportunities.	\$3,000
Choir (1)	Directs the vocal music program at a middle school campus. Provides students with an opportunity to participate in extracurricular choir activities which may include chorus, small group ensembles or solo training and performance. Coordinates rehearsals, music selection, and performance opportunities.	\$2,500
Dept. Chair Electives (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair English	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide	\$1,500

(1)	instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	
Dept. Chair Fine Arts (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Title (# positions)	Description	Stipend
Dept. Chair Social Studies (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Math (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Science (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Special Education (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
GT Coordinator (1)	Coordinates GT activities on campus. Provides opportunities for students to participate in GT activities and events. Assists principal in reviewing teacher credentials to teach GT and AP courses.	\$1,000
Orchestra (1)	Directs the orchestra program at a middle school campus. Provides students with an opportunity to participate in extracurricular orchestra activities which may include orchestra instrumental music or small group ensembles. Coordinates rehearsals, music selection, and performance opportunities.	\$2,000
Yearbook (1)	Oversees and guides students in the production, promotion, sale and distribution of the annual yearbook.	\$1,000
Website Coordinator (1)	Maintains campus level websites.	\$1,500
Elementary School Academic Stipends		
ELL/Dual Language Coordinator (1:LTE)	Organizes, schedules and facilitates LPAC meetings, intake of new ELL's and completion of paperwork. Serves as an ongoing campus resource for training and support.	\$1,750
Dept. Chair Pre-K (1:LTE, 1:LPE, 1:SHE)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Dual Language (1:LTE)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500

Dept. Chair Grade 1 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 2 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Title (# positions)	Description	Stipend
Dept. Chair Grade 3 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 4 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Grade 5 (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Kindergarten (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Special Areas (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dept. Chair Special Education (1)	Meets regularly with principal to provide leadership and direction for the department. Maintains budget for the assigned department. Provide instructional leadership for the department. Assists the principal in efficient master scheduling of courses within the department.	\$1,500
Dual Language Teacher (17:LTE)	Serves as a certified dual language teacher; plans and provides direct instruction in core academic subjects in both English and Spanish on a full-time basis. Assumes responsibility for compiling, maintaining, and filing all reports, records and other documents required to facilitate processes and instruction specific to dual language education. Assists the principal in efficient master scheduling of dual language courses within the department.	\$7,000
Website Coordinator (1)	Maintains campus level websites.	\$1,500
Student Support Services Stipends		
Special Ed Lead SLP (1)	Serves as the lead speech and language pathologist.	\$3,000

Special Ed Lead LSSP (1)	Serves as the lead LSSP.	\$3,000
Special Olympics Coordinator (2)	Serves as the Special Olympics coordinator.	\$1,000
BCBA (7)	Provides advanced behavioral support for students as a Board Certified Behavior Analyst.	\$4,000
Title (# positions)	Description	Stipend
Visual Impairment Teacher (1)	Serves as the visual impairment teacher.	\$5,000
Special Ed Bilingual Speech (2)	Provides speech bilingual speech services.	\$2,500
Special Ed Bilingual LSSP (1)	Provides speech LSSP services.	\$2,500
Special Ed Bilingual Diagnostician (1)	Provides speech diagnostician services.	\$2,500
Assistive Technology Lead (1)	Serves as team leader for offering assistance to the campus level AT teams through trainings, consultations, staffing, and evaluations regarding specific student needs. Maintains the AT inventory and process any device repairs.	\$3,000
HR Stipends		
Special Education Professional	Sign-on bonus for Special Education Teachers, ARD Facilitators, Diagnosticians, LSSPs, Speech/Language Pathologists, Behavior Specialists, Occupational, Physical Therapist, and Licensed Clinical Social Worker.	\$1,700
Special Ed Aides	Sign-on bonus for Special Education Aides 1 and 2	\$700
Additional Section	Secondary teachers who sign up to teach an extra section in addition to their regular assignment	\$7000
Student Teachers	Students teachers will receive \$3,000 at the completion of their student teaching assignment.	\$3,000
Referral	Employees receive \$400 for referring an employee who is hired. The new employee also receives \$400. An additional \$100 is given to both if the new employee attended the LT Job Fair. See guidelines below: <u>Employee Referral Program Guidelines:</u> 1. All LTISD employees are eligible for referral incentives, with the exception of HR staff and administrators as they have hiring authority. 2. Temporary, summer and substitute employees and/or referrals are not eligible. 3. Candidates must be new to LTISD or have had a break in employment with LTISD for at least one year.	\$400/\$500

	<p>4. The new hire must be employed for the school year and will receive the incentive in their June paycheck. The referring employee will receive the incentive within 45 days.</p> <p>5. Only the employee listed on the new hire's application as the referring person can receive the incentive.</p> <p>6. If you are the referring employee, it is your responsibility to tell the candidate to list your first and last name on their application.</p>	
District Position Stipends		
Travel Stipend for Athletic Director (1)	Travel allocation for athletic director.	\$4,800
Police Stipends		
Master Peace Officer	The highest level peace officer license that combines years of service with in-service training hours and formal education. Must have completed 1,200 training hours and 20 years of service, 2,400 training hours and 15 years of service, 3,300 training hours and 12 years of service, or 4,000 training hours and 10 years of service.	\$100/month
Bilingual	Provides bilingual services.	\$200/month
Mental Health Officer (1)	Successful completion of TCOLE and emergency first aid/lifesaving techniques training and pass exam.	\$150/month
Firearms Instructor (1)	Three years as a licensee or firearms instructor and current TCOLE certificate or instructor license.	\$150/month
Summer School Stipends		
Administrator (3)	Serves as Administrator over the summer school program.	\$5,000



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1181) Located at – 19110 State Hwy 71, Spicewood, TX 78669

RECOMMENDED ACTION

Approve Balcones Canyonlands Conservation Plan (BCCP) Contract #1181 and any amendments necessary to complete mitigation requirements as described in the contract.

RATIONALE

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision, “the construction of public primary and secondary schools or community colleges are exempt from participation fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).”

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent for Business Services
Robert Winovitch - Director of Facilities and Construction
Matthew Tiffie - Legal Counsel

ATTACHMENTS

Participation Contract-Balcones Canyonlands Conservation Plan (BCCP - 1181)

MEETING DATE

March 22, 2023

PARTICIPATION CONTRACT
BALCONES CANYONLANDS CONSERVATION PLAN

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

RECITALS

The Balcones Canyonlands region of Central Texas is home to several species of animals and plants listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. (the “Act”). Development of endangered species habitat in the region is subject to approval under the Act. To provide an alternative to the burden of each landowner or developer going through an individual 10(a) permit application process, a group of individuals representing federal, state, and local governments, the private business sector, private landowners, and environmental interests, worked since 1988 to create a regional habitat conservation plan, in accordance with Section 10(a) of the Act.

In order to implement the habitat conservation plan, known as the Balcones Canyonlands Conservation Plan (BCCP) - Shared Vision, Travis County and the City of Austin applied for a regional permit under section 10(a)1(b) of the Act. The United States Fish and Wildlife Service (“USFWS”) issued the regional permit, permit number TE-788841-2 (the “Permit”), to the Permit Holders on May 2, 1996.

In exchange for committing to the completion of a 30,428 acre preserve system that satisfies the requirements of the Permit, the Permit Holders are authorized to assign certain habitat mitigation participation rights (hereinafter referred to as “Participation Rights”) to individual landowners or developers (“Participants”) for a fee to be used as purchase money for completion of the preserve system. Through participation in the BCCP-Shared Vision, Participants can mitigate for direct and indirect “take” of the species covered in the Permit, in accordance with the special terms and conditions of the Permit.

AGREEMENT

This agreement is entered into this ___ day of _____, 2023, by and between Lake Travis Independent School District (BCCP # **1181**), hereinafter referred to as “Participant” or “Assignee”, and the Balcones Canyonlands Coordinating Committee, an entity created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to the Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the Balcones Canyonlands Conservation Plan - Shared Vision, dated the 3rd day of August, 1995, acting by and through its designated representative, hereinafter referred to as “Permit Holders” or “Assignor”.

For and in consideration of the mutual covenants and considerations cited herein, Permit Holders and Participant hereby agree with respect to the assignment of certain Participation Rights as provided by the Permit to be furnished or rendered by the Permit Holders to the Participant and the payment for this assignment by the Participant to the Permit Holders as set forth hereinafter.

ARTICLE I.
PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately 88.98 acres situated in Travis County, Texas, and more fully described in Exhibit “A” attached hereto (“Property”).

ARTICLE II.
ASSIGNMENT OF PARTICIPATION RIGHTS

Upon payment by the Participant of the compensation as provided in ARTICLE III below, the Permit Holders agree to assign unto Participant certain Participation Rights for the exclusive use and benefit of the Property. These Participation Rights are assigned to the Participant for its use and benefit only with respect to the Property and in connection with the issuance of the Permit for the Balcones Canyonlands Conservation Plan (“BCCP-Shared Vision”) pursuant to Section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531 et seq. (“ESA”). The term “Participation Rights” shall mean and refer to any and all benefits, rights, credits, offsets or other privileges or entitlements which may be utilized by Participants in conjunction with the BCCP-Shared Vision Permit relating to the incidental “take”, existence, dedication, conservation, maintenance or preservation of the following endangered species: black-capped vireo (*Vireo atricapillus*), golden-cheeked warbler (*Dendroica chrysoparia*), Tooth Cave pseudoscorpion (*Tartarocreagris texana*), Tooth Cave spider (*Neoleptoneta myopica*), Tooth Cave ground beetle (*Rhadine persephone*), Kretschmarr Cave mold beetle (*Texamaurops reddelli*), Bone Cave harvestman (*Texella reyesi*), and Bee Creek Cave harvestman (*Texella redelli*), and the Species of Concern described in the Permit, Exhibit “B” attached hereto.

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the Permit; and the BCCP-Shared Vision as provided by the Permit and including the conditions and requirements provided in the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996.

ARTICLE III.
COMPENSATION

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision (BCCP Habitat Conservation Plan, Appendix A) “the construction of public primary and secondary schools or community colleges are exempt from Participation Fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).” The proposed use for the subject property is for Lake Travis Independent School District educational facilities therefore, Lake Travis Independent School District is exempt from BCCP mitigation payment. This fee exemption is valid only so long as the subject property is used as a public education facility. Any changes in use would be subject to BCCP mitigation fees.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF PARTICIPANT; SPECIAL TERMS

For and in consideration of the assignment of Participation Rights, the Participant agrees that it shall comply with all requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, Parts 13, 17, and 21; the BCCP-Shared Vision as provided by the Permit and including the relevant requirements under the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996; and all terms and conditions of this agreement, specifically including those special conditions provided in Exhibit “B”, attached hereto and incorporated herein for all purposes.

Furthermore, the Participant promises and warrants to the Permit Holders that it has not petitioned nor received from the USFWS any determination of incidental take in relation to the Property, including receipt of a valid Section 9 letter indicating USFWS determination of “no effect”, that it has not previously delivered to the Permit Holders.

ARTICLE V.
BREACH OF PARTICIPANT

Breach of the terms of this Agreement will result in the termination by the Permit Holders of this Agreement and the Participation Rights assigned therein. Notification of breach and termination of rights shall be made by the Permit Holders to the Participant in writing at the address provided in ARTICLE XII below.

ARTICLE VI.
PARTICIPANT’S SOLE RECOURSE

Notwithstanding anything to the contrary herein, the Balcones Canyonlands Coordinating Committee, the City of Austin, and Travis County shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or the U.S. Fish and Wildlife Service promulgated on or after the date of this assignment that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant’s Property that accompany the assignment of the Participation Rights herein.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this agreement by Permit Holders and Participant, this agreement shall be acknowledged and recorded in the Real Property Records of Travis County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force of effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party. **No official, representative, employee, or agent of the City of Austin, Travis County, or the Permit Holders has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Balcones Canyonlands Coordinating Committee.**

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Participant shall not sell, transfer or assign all or any part of the Participation Rights to a party other than a successive owner of all or a portion of the Property, without the prior written consent of the Permit Holders, and any transfer of the Participation Rights, except to a successive owner of all or a portion of the Property, without the Permit Holders' consent shall be null and void. Furthermore, no assignment of this Agreement or of any right accruing hereunder, except an assignment to a successive owner of all or a portion of the Property, shall be made in whole or in part by Participant without the prior written consent of the Permit Holders.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738

PERMIT HOLDERS:

Honorable Steve Adler (or his successor)
City of Austin Mayor
Chair of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1181

with a copy to:

Kimberlee Harvey (or her successor)
Secretary of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1181

and with additional copies to:

Honorable Jose´ Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application File # 1181

and:

City of Austin
Department of Law
P.O. Box 1088
Austin, Texas 78767

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall terminate upon the expiration or termination of the Permit, or on May 2, 2026, whichever is later.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

ARTICLE XVII.
TIME OF ESSENCE

Time is of the essence in the Agreement.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PERMIT HOLDERS:

PARTICIPANT:

By: _____
Melinda Mallia
Travis County Natural Resources
Program Manager
Balcones Canyonlands Conservation Plan

By: _____
John Aouelle
President, LTISD Board of Trustees

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by John Aouella, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in the office of said school district.

Notary Public in and for the State of Texas

PERMIT HOLDERS:

This instrument was acknowledged before me by **Melinda Mallia** on this the ____ day of _____, 2023.

Notary Public in and for the State of Texas

EXHIBIT "A"

Description of Land to be Benefited by Participation Rights

88.98 acres

Known as: ABS 184 SUR 601 COMPTON A G ACR 88.9800

Located at: 19110 State Hwy 71, Spicewood, TX 78669

Tax parcel ID #: 123359/0126960201

EXHIBIT "B"

Additional Requirements of Participant

 <p>DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE</p> <p>FEDERAL FISH AND WILDLIFE PERMIT</p> <p>BALCONES CANYONLANDS CONSERVATION PLAN</p> <p>1. PERMITTEES</p> <p>City of Austin P.O. Box 1088 Austin, Texas 78767</p> <p>Travis County P.O. Box 1748 Austin, Texas 78767</p>	3-201 (1/97)	
	<p>2. AUTHORITY-STATUTES 16 USC 1539(a)(1)(B) REGULATIONS (Attached) 50 CFR §§ 13 & 17</p>	
	<p>3. NUMBER TE 788841-2</p>	
	<p>4. RENEWABLE [x] YES [] NO</p>	<p>5. MAY COPY [x] YES [] NO</p>
	<p>6. EFFECTIVE 8/5/2013</p>	<p>7. EXPIRES 5/2/2026</p>
<p>8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business) William A. Conrad, BCCP Secretary for the City of Austin and Travis County.</p>		<p>9. TYPE OF PERMIT Endangered Species – Incidental Take</p>
<p>10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED Travis County, Texas, outside of preserve areas identified in the HCP and final EIS dated March 1996.</p>		
<p>11. CONDITIONS AND AUTHORIZATIONS:</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>I. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.</p> <p>II. VALID FOR USE BY PERMITTEES NAMED ABOVE.</p> <p>III. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).</p>		
<p>12. REPORTING REQUIREMENTS: Annual report is due on June 1, beginning in 1997 and continuing until permit expiration.</p>		
<p>ISSUED BY: <i>Joy E. Nicholopoulos</i></p>	<p>TITLE Deputy Regional Director</p>	<p>DATE 8/7/13</p>

TERMS AND CONDITIONS SPECIFIC TO BALCONES CANYONLANDS

- A. If during the tenure of this permit, the amount of incidental take is exceeded, issuance of Participation Certificates must be stopped and the Permittees must reinstate consultation with the Service to avoid violation of section 9 of the Endangered Species Act.
- B. Acceptance of this permit serves as evidence that the Permittees understand and agree to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- C. The authorization granted by this permit is subject to compliance with, and implementation of, the terms and conditions of the Environmental Impact Statement and Habitat Conservation Plan, Biological Opinion, and all specific conditions contained in this permit. If there are any discrepancies between the requirements in these documents, the requirements identified in the special conditions of this issued permit take precedence.
- D. Upon locating any dead, injured, or sick individuals from the list of animal species covered by this permit, or any other endangered or threatened animal species, Permittees are required to contact the Service’s Law Enforcement Office, Austin, Texas (512) 490-0948, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittees and their contractor(s) or subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- E. The validity of this permit is also conditioned upon observance of all relevant international, state, local, or other Federal law.
- F. The Permittees are authorized to “take” (kill, harm, or harass) the following federally-listed endangered species:

SCIENTIFIC NAME

Vireo atricapillus
Dendroica chrysoparia
Tartarocreagris texana
Neoleptoneta myopica
Texella reddelli
Texella reyesi
Rhadine persephone
Texamaurops reddelli

COMMON NAME

Black-capped vireo
Golden-cheeked warbler
Tooth Cave pseudoscorpion
Tooth Cave spider
Bee Creek Cave harvestman
Bone Cave harvestman
Tooth Cave ground beetle
Kretschmarr Cave mold beetle

Additionally, the Permittees would be covered for incidental take of the following species of concern if these species become listed during the life of the permit and the mitigation measures identified in this permit are being performed.

<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Croton alabamensis</i>	Texabama croton
<i>Sphalloplana mohri</i>	Flatworm
<i>Candona</i> sp. nr. <i>Stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
<i>Trichoniscinae</i> N.S.	Isopod
<i>Miktoniscus</i> N.S.	Isopod
<i>Cicurina wartoni</i>	Spider
<i>C. ellioti</i>	Spider
<i>C. bandida</i>	Spider
<i>C. reddelli</i>	Spider
<i>C. reyesi</i>	Spider
<i>C. cueva</i>	Spider
<i>C. travisae</i>	Spider
<i>Neol eptoneta cocinna</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella la reclusa</i>	Spider
<i>Aphrastochthonius</i> N.S.	Pseudoscorpion
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>T. intermedia</i>	Pseudoscorpion
<i>T. N.S.3</i>	Pseudoscorpion
<i>Texella spinoperca</i>	Harvestman
<i>T. comanche</i>	New Comanche Trail Cave harvestman
<i>Speodesmus</i> N. S.	Millepede
<i>Rhadine s. subterranean</i>	Ground beetle
<i>R. s. mitchelli</i>	Ground beetle
<i>R. austinica</i>	Ground beetle

- G. An annual report, due June 1 of each year beginning in 1997, is to be provided to the Austin Ecological Services Field Office. This report is to include:
1. a list of all development activities west of the MOPAC Railroad that were permitted by the Permit Holders in the previous 12 months,
 2. a list of all tracts for which Participation Certificates were purchased,
 3. amount of funds collected for land acquisition,
 4. amount of funds expended for land acquisition,
 5. amount of funds expended for operations and maintenance.

6. an updated map of the lands dedicated to preserve management,
7. a list of public use and habitat management activities that have been undertaken or completed within the bounds of the preserve units, including the status of land management plans undertaken by the permit holders and managing partners, and
8. a copy of all research or investigation reports that have been prepared within the previous 12 months.

In addition to the above annual requirements, the Permit Holders must provide quarterly updates for the tracts for which Participation Certificates were purchased that include the following information:

9. a general map of each tract location and
 10. a tract boundary map that identifies the areas for which the Participation Certificate applies. If a location and/or tract map is not provided to the Permit Holder during the normal permitting process, a street address will meet this requirement.
- H. A copy of a recorded Participation Certificate provided by the Permit Holders must be posted at the property site from the time vegetation clearing begins until the construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of the City of Austin or Travis County. For commercial, industrial, and multi-family developments completed construction is when buildings are suitable for occupancy.
- I. The funds collected and expended for this Permit and compliance with the financial requirements of the Permit shall be evaluated by financial audits conducted after the sale of Participation Certificates covering 3,000 fee-paid acres or every five years, whichever comes sooner, until permit expiration. Such audits will be coordinated between the USFWS and the Coordinating Committee. This audit may be part of the Permittees audit processes as required by State law and shall not be more frequent than every two years.
- J. The funds collected under this permit will be expended for land or easement acquisition and other preserve system needs in accordance with the following criteria:
1. tracts considered for acquisition will be within or contiguous to the boundaries of the preserve units identified in the issued Permit;
 2. expenditure priority should be in the following decreasing order: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin; and

3. dispensing of funds from the BCCP Fund account should be accomplished as soon as there are adequate funds to complete a transaction or implement a strategy for acquisition, taking into account opportunity, preserve priority and development threat.
- K. The Permit Holders will administer the issuance of the Participation Certificates.
- L. Incidental take that may result from the implementation of land management activities within the boundaries of a preserve and contained in a management plan approved by the Coordinating Committee, are covered and authorized under this Permit.
- M. Incidental take that may result from the implementation of utility and infrastructure corridor projects approved by the Secretary of the Coordinating Committee and within one of the BCCP-Shared vision approved utility and infrastructure corridors, as provided in the final EIS/HCP, Appendix B, is covered and authorized under this Permit.

AMENDMENT TO CONDITION M

This amendment shall authorize the Lower Colorado River Authority to increase their corridor expansion from the original 100-foot (30.5 meters) right-of-way to 170 feet (51.8 meters). The corridor expansion shall be an aerial expansion only (above treetop level) and will not extend to ground level. No additional habitat will be affected and no additional take of golden-cheeked warblers will occur.

- N. Incidental take of the Barton Springs salamander is not covered by this Permit. Entities who purchase Participation Certificates for activities within the Travis County portion of the Barton Springs watershed should obtain guidance with respect to avoiding the impacts of their activities on water quality as they relate to the Barton Springs salamander.
- O. The incidental take authorization of this permit does not apply to the "take" of any endangered or threatened species outside of the boundary of the permit as identified in the EIS/HCP- dated March 1996 or any modifications/amendments to that boundary.
- P. The Service's "No Surprises" policy provides that additional mitigation, lands or financial compensation shall not be required of the Permittees or their successors beyond the level of mitigation provided for in the EIS/HCP. With respect to this permit, the EIS/HCP and supporting documents adequately addressed the species listed in special condition F above. To be fully covered by the "No Surprises" policy for a specific species, all of the requirements identified for that species must be met.

SPECIES SPECIFIC TERMS AND CONDITIONS

Q. GOLDEN-CHEEKED WARBLER:

1. Ensure at least 28,428 acres within the seven identified macrosites will be acquired and managed for the golden-cheeked warbler during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the warbler on these 28,428 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within golden-cheeked warbler habitat, Zones 1 and 2, from March 1 through August 31 to prevent the disturbance of nesting activities unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the warbler is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

R. BLACK-CAPPED VIREO

1. Ensure at least 2,000 acres within the seven identified macrosites will be acquired and managed for the black-capped vireo during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the vireo on these 2,000 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within black-capped vireo habitat between March 1 and August 31 to prevent the destruction of an active nest unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the vireo is not nesting within 300 feet of the proposed clearing.

- 4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

S. LISTED KARST INVERTEBRATES

- 1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 35 caves that support federally-listed karst invertebrates:

Amber Cave	Kretschmarr Double Pit
Bandit Cave	Kretschmarr Cave
Beard Ranch Cave	Lam Cave
Bee Creek Cave	Little Bee Creek Cave
Broken Arrow Cave	M.W.A. Cave
Cave Y	McDonald Cave
Cold Cave	McNeil Bat Cave
Cotterell Cave	New Comanche Trail Cave
Disbelievers Cave	No Rent Cave
Eluvial Cave	North Root Cave
Fossil Cave	Rolling Rock Cave
Fossil Garden Cave	Root Cave
Gallifer Cave	Spider Cave
Hole-In-The-Road	Stovepipe Cave
Japygid Cave	Tardus Hole
Jest John Cave	Tooth Cave
Jester Estates Cave	Weldon Cave
Jollyville Plateau Cave	

- 2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
- 3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.

4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

T. KARST SPECIES OF CONCERN

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 27 caves, in addition to the caves protected for the federally-listed species that support the karst species of concern:

Adobe Springs Cave	Moss Pit
Airman's Cave	Pennie Cave
Armadillo Ranch Sink	Pickle Pit
Arrow Cave	Pipeline Cave
Blowing Sink	Flint Ridge Cave
Buda Boulder Spring	Slaughter Creek Cave
Cave X	Get Down Cave
Ceiling Slot Cave	Spanish Wells Cave
District Park Cave	Goat Cave
Jack's Joint	Stark's North Mine
Lost Oasis Cave	Ireland's Cave
Lost Gold Cave	Talus Spring
Maple Run Cave	Whirlpool Cave
Midnight Cave	

The caves in which the karst species of concern occur are listed below. To receive the "No Surprises" guarantee for the identified species, the caves identified must be protected, as per "1" above.

SPECIES	CAVE
<i>Sphalloplana mohri</i>	Spanish Wells Cave
<i>Candona</i> sp. nr. <i>Staagnalis</i>	Cave X
<i>Caecidotea reddelli</i>	Buda Boulder Cave, Cave X, Jack's Joint
<i>Trichoniscinae</i> N.S.	Bandit Cave
<i>Miktoniscus</i> N.S.	Cave X
<i>Cicurina wartoni</i>	Pickle Pit
<i>C. ellioti</i>	Cotterell Cave, Fossil Garden Cave, Gallifer Cave, No Rent Cave, Weldon Cave
<i>C. bandida</i>	Bandit Cave, Ireland's Cave
<i>C. reddelli</i>	Cotterell Cave
<i>C. reyesi</i>	Airman's Cave
<i>C. cueva</i>	Cave X, Flint Ridge Cave

<i>C. travisae</i>	Amber Cave, Broken Arrow Cave, Kretschmarr Cave, McDonald Cave, Root Cave, Spider Cave, Stovepipe Cave, Tooth Cave
<i>Neoleptoneta cocinna</i>	Lost Gold & Stark's North Cave
<i>N. devia</i>	McDonald Cave
<i>Eidmannella reclusa</i>	Tooth Cave, Gallifer Cave, Kretschmarr Cave, Stovepipe Cave
<i>Aphrastochthonius</i> N.S.	Stovepipe Cave
<i>Tartarocreaqris reddelli</i>	McDonald Cave
<i>T. intermedia</i>	Airman's Cave
<i>T. N.S.3</i>	BCNWR
<i>Texella spinoperca</i>	Airman's Cave
<i>T. Comanche</i>	New Comanche Trail Cave
<i>Speodesmus</i> N.S.	Bandit Cave, Cave X, Get Down Cave, Goat Cave, Pennie Cave, Pipeline Cave, Slaughter Creek Cave, Whirlpool Cave
<i>Rhadine s. subterranean</i>	Cotterell, Fossil, Fossil Garden, No Rent, McNeil Bat, Weldon Cave
<i>R. s. mitchelli</i>	Amber, Kretschmarr, Tooth Cave
<i>R. austinica</i>	Airman's, Arrow, Bandit, Bee Creek, Blowing Sink, Cave Y, Cave X, District Park, Flint Ridge, Get Down, Ireland's, Lost Gold, Lost Oasis, Maple Run, Midnight, Pennie, Whirlpool

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

U. CANYON MOCK-ORANGE

Protect and manage the portions of the known populations found within the preserve boundaries, for the acreage acquired.

V. TEXABAMA CROTON

Protect and manage the populations at Pace Bend Park.

***** END OF PERMIT # TE 788841 – 2 *****



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1182) Located at – 4528 Bee Creek Road, Spicewood, TX 78669

RECOMMENDED ACTION

Approve Balcones Canyonlands Conservation Plan (BCCP) Contract #1182 and any amendments necessary to complete mitigation requirements as described in the contract.

RATIONALE

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision, “the construction of public primary and secondary schools or community colleges are exempt from participation fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).”

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent for Business Services
Robert Winovitch - Director of Facilities and Construction
Matthew Tiffie - Legal Counsel

ATTACHMENTS

Participation Contract-Balcones Canyonlands Conservation Plan (BCCP - 1182)

MEETING DATE

March 22, 2023

PARTICIPATION CONTRACT
BALCONES CANYONLANDS CONSERVATION PLAN

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

RECITALS

The Balcones Canyonlands region of Central Texas is home to several species of animals and plants listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. (the “Act”). Development of endangered species habitat in the region is subject to approval under the Act. To provide an alternative to the burden of each landowner or developer going through an individual 10(a) permit application process, a group of individuals representing federal, state, and local governments, the private business sector, private landowners, and environmental interests, worked since 1988 to create a regional habitat conservation plan, in accordance with Section 10(a) of the Act.

In order to implement the habitat conservation plan, known as the Balcones Canyonlands Conservation Plan (BCCP) - Shared Vision, Travis County and the City of Austin applied for a regional permit under section 10(a)1(b) of the Act. The United States Fish and Wildlife Service (“USFWS”) issued the regional permit, permit number TE-788841-2 (the “Permit”), to the Permit Holders on May 2, 1996.

In exchange for committing to the completion of a 30,428 acre preserve system that satisfies the requirements of the Permit, the Permit Holders are authorized to assign certain habitat mitigation participation rights (hereinafter referred to as “Participation Rights”) to individual landowners or developers (“Participants”) for a fee to be used as purchase money for completion of the preserve system. Through participation in the BCCP-Shared Vision, Participants can mitigate for direct and indirect “take” of the species covered in the Permit, in accordance with the special terms and conditions of the Permit.

AGREEMENT

This agreement is entered into this ____ day of _____, 2023, by and between Lake Travis Independent School District (BCCP # **1182**), hereinafter referred to as “Participant” or “Assignee”, and the Balcones Canyonlands Coordinating Committee, an entity created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to the Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the Balcones Canyonlands Conservation Plan - Shared Vision, dated the 3rd day of August, 1995, acting by and through its designated representative, hereinafter referred to as “Permit Holders” or “Assignor”.

For and in consideration of the mutual covenants and considerations cited herein, Permit Holders and Participant hereby agree with respect to the assignment of certain Participation Rights as provided by the Permit to be furnished or rendered by the Permit Holders to the Participant and the payment for this assignment by the Participant to the Permit Holders as set forth hereinafter.

ARTICLE I.
PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately 25.1244 acres situated in Travis County, Texas, and more fully described in Exhibit "A" attached hereto ("Property").

ARTICLE II.
ASSIGNMENT OF PARTICIPATION RIGHTS

Upon payment by the Participant of the compensation as provided in ARTICLE III below, the Permit Holders agree to assign unto Participant certain Participation Rights for the exclusive use and benefit of the Property. These Participation Rights are assigned to the Participant for its use and benefit only with respect to the Property and in connection with the issuance of the Permit for the Balcones Canyonlands Conservation Plan ("BCCP-Shared Vision") pursuant to Section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531 et seq. ("ESA"). The term "Participation Rights" shall mean and refer to any and all benefits, rights, credits, offsets or other privileges or entitlements which may be utilized by Participants in conjunction with the BCCP-Shared Vision Permit relating to the incidental "take", existence, dedication, conservation, maintenance or preservation of the following endangered species: black-capped vireo (*Vireo atricapillus*), golden-cheeked warbler (*Dendroica chrysoparia*), Tooth Cave pseudoscorpion (*Tartarocreagris texana*), Tooth Cave spider (*Neoleptoneta myopica*), Tooth Cave ground beetle (*Rhadine persephone*), Kretschmarr Cave mold beetle (*Texamaurops reddelli*), Bone Cave harvestman (*Texella reyesi*), and Bee Creek Cave harvestman (*Texella redelli*), and the Species of Concern described in the Permit, Exhibit "B" attached hereto.

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the Permit; and the BCCP-Shared Vision as provided by the Permit and including the conditions and requirements provided in the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996.

ARTICLE III.
COMPENSATION

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision (BCCP Habitat Conservation Plan, Appendix A) "the construction of public primary and secondary schools or community colleges are exempt from Participation Fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder)." The proposed use for the subject property is for a Lake Travis Independent School District elementary school, therefore, Lake Travis Independent School District is exempt from BCCP mitigation payment. This fee exemption is valid only so long as the subject property is used as a public education facility. Any changes in use would be subject to BCCP mitigation fees.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF PARTICIPANT; SPECIAL TERMS

For and in consideration of the assignment of Participation Rights, the Participant agrees that it shall comply with all requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, Parts 13, 17, and 21; the BCCP-Shared Vision as provided by the Permit and including the relevant requirements under the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996; and all terms and conditions of this agreement, specifically including those special conditions provided in Exhibit “B”, attached hereto and incorporated herein for all purposes.

Furthermore, the Participant promises and warrants to the Permit Holders that it has not petitioned nor received from the USFWS any determination of incidental take in relation to the Property, including receipt of a valid Section 9 letter indicating USFWS determination of “no effect”, that it has not previously delivered to the Permit Holders.

ARTICLE V.
BREACH OF PARTICIPANT

Breach of the terms of this Agreement will result in the termination by the Permit Holders of this Agreement and the Participation Rights assigned therein. Notification of breach and termination of rights shall be made by the Permit Holders to the Participant in writing at the address provided in ARTICLE XII below.

ARTICLE VI.
PARTICIPANT’S SOLE RECOURSE

Notwithstanding anything to the contrary herein, the Balcones Canyonlands Coordinating Committee, the City of Austin, and Travis County shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or the U.S. Fish and Wildlife Service promulgated on or after the date of this assignment that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant’s Property that accompany the assignment of the Participation Rights herein.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this agreement by Permit Holders and Participant, this agreement shall be acknowledged and recorded in the Real Property Records of Travis County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party. **No official, representative, employee, or agent of the City of Austin, Travis County, or the Permit Holders has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Balcones Canyonlands Coordinating Committee.**

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Participant shall not sell, transfer or assign all or any part of the Participation Rights to a party other than a successive owner of all or a portion of the Property, without the prior written consent of the Permit Holders, and any transfer of the Participation Rights, except to a successive owner of all or a portion of the Property, without the Permit Holders' consent shall be null and void. Furthermore, no assignment of this Agreement or of any right accruing hereunder, except an assignment to a successive owner of all or a portion of the Property, shall be made in whole or in part by Participant without the prior written consent of the Permit Holders.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738

PERMIT HOLDERS:

Honorable Steve Adler (or his successor)
City of Austin Mayor
Chair of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1182

with a copy to:

Kimberlee Harvey (or her successor)
Secretary of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1182

and with additional copies to:

Honorable Jose´ Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application File # 1182

and:

City of Austin
Department of Law
P.O. Box 1088
Austin, Texas 78767

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall terminate upon the expiration or termination of the Permit, or on May 2, 2026, whichever is later.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

ARTICLE XVII.
TIME OF ESSENCE

Time is of the essence in the Agreement.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PERMIT HOLDERS:

By: _____
Melinda Mallia
Travis County Natural Resources
Program Manager
Balcones Canyonlands Conservation Plan

Date: _____

PARTICIPANT:

By: _____
John Aouelle
President, LTISD Board of Trustees

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by John Aoueilla, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in the office of said school district.

Notary Public in and for the State of Texas

PERMIT HOLDERS:

This instrument was acknowledged before me by **Melinda Mallia** on this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

EXHIBIT "A"

Description of Land to be Benefited by Participation Rights

25.1244

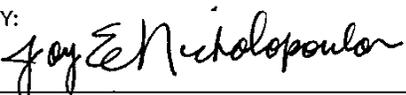
Known as: ABS 2123 SUR 85 ETC SURVEY RUSK TRANSPORT CO ACR 25.1244
(1-d-1w) (PRORATE 1/1/22 TO 8/26/22)

Located at: 4528 Bee Creek Rd, Spicewood, TX 78669

Tax parcel ID #: 123362/0126960205

EXHIBIT "B"

Additional Requirements of Participant

 <p>DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE</p> <p>FEDERAL FISH AND WILDLIFE PERMIT</p> <p>BALCONES CANYONLANDS CONSERVATION PLAN</p> <p>1. PERMITTEES</p> <p>City of Austin P.O. Box 1088 Austin, Texas 78767</p> <p>Travis County P.O. Box 1748 Austin, Texas 78767</p>	3-201 (1/97)	
	2. AUTHORITY-STATUTES 16 USC 1539(a)(1)(B) REGULATIONS (Attached) 50 CFR §§ 13 & 17	
	3. NUMBER TE 788841-2	
	4. RENEWABLE [x] YES [] NO	5. MAY COPY [x] YES [] NO
6. EFFECTIVE 8/5/2013		7. EXPIRES 5/2/2026
8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business) William A. Conrad, BCCP Secretary for the City of Austin and Travis County.		9. TYPE OF PERMIT Endangered Species – Incidental Take
10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED Travis County, Texas, outside of preserve areas identified in the HCP and final EIS dated March 1996.		
11. CONDITIONS AND AUTHORIZATIONS: GENERAL TERMS AND CONDITIONS <ol style="list-style-type: none"> I. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS. II. VALID FOR USE BY PERMITTEES NAMED ABOVE. III. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed). 		
12. REPORTING REQUIREMENTS: Annual report is due on June 1, beginning in 1997 and continuing until permit expiration.		
ISSUED BY: 	TITLE Deputy Regional Director	DATE 8/7/13

TERMS AND CONDITIONS SPECIFIC TO BALCONES CANYONLANDS

- A. If during the tenure of this permit, the amount of incidental take is exceeded, issuance of Participation Certificates must be stopped and the Permittees must reinstate consultation with the Service to avoid violation of section 9 of the Endangered Species Act.
- B. Acceptance of this permit serves as evidence that the Permittees understand and agree to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- C. The authorization granted by this permit is subject to compliance with, and implementation of, the terms and conditions of the Environmental Impact Statement and Habitat Conservation Plan, Biological Opinion, and all specific conditions contained in this permit. If there are any discrepancies between the requirements in these documents, the requirements identified in the special conditions of this issued permit take precedence.
- D. Upon locating any dead, injured, or sick individuals from the list of animal species covered by this permit, or any other endangered or threatened animal species, Permittees are required to contact the Service's Law Enforcement Office, Austin, Texas (512) 490-0948, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittees and their contractor(s) or subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- E. The validity of this permit is also conditioned upon observance of all relevant international, state, local, or other Federal law.
- F. The Permittees are authorized to "take" (kill, harm, or harass) the following federally-listed endangered species:

SCIENTIFIC NAME

Vireo atricapillus
Dendroica chrysoparia
Tartarocreagris texana
Neoleptoneta myopica
Texella reddelli
Texella reyesi
Rhadine persephone
Texamaurops reddelli

COMMON NAME

Black-capped vireo
 Golden-cheeked warbler
 Tooth Cave pseudoscorpion
 Tooth Cave spider
 Bee Creek Cave harvestman
 Bone Cave harvestman
 Tooth Cave ground beetle
 Kretschmarr Cave mold beetle

Additionally, the Permittees would be covered for incidental take of the following species of concern if these species become listed during the life of the permit and the mitigation measures identified in this permit are being performed.

<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Croton alabamensis</i>	Texabama croton
<i>Sphalloplana mohri</i>	Flatworm
<i>Candona</i> sp. nr. <i>Stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
<i>Trichoniscinae</i> N.S.	Isopod
<i>Miktoniscus</i> N.S.	Isopod
<i>Cicurina wartoni</i>	Spider
<i>C. ellioti</i>	Spider
<i>C. bandida</i>	Spider
<i>C. reddelli</i>	Spider
<i>C. reyesi</i>	Spider
<i>C. cueva</i>	Spider
<i>C. travisae</i>	Spider
<i>Neol eptoneta cocinna</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella la reclusa</i>	Spider
<i>Aphrastochthonius</i> N.S.	Pseudoscorpion
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>T. intermedia</i>	Pseudoscorpion
<i>T. N.S.3</i>	Pseudoscorpion
<i>Texella spinoperca</i>	Harvestman
<i>T. comanche</i>	New Comanche Trail Cave harvestman
<i>Speodesmus</i> N. S.	Millepede
<i>Rhadine s. subterranean</i>	Ground beetle
<i>R. s. mitchelli</i>	Ground beetle
<i>R. austinica</i>	Ground beetle

- G. An annual report, due June 1 of each year beginning in 1997, is to be provided to the Austin Ecological Services Field Office. This report is to include:
1. a list of all development activities west of the MOPAC Railroad that were permitted by the Permit Holders in the previous 12 months,
 2. a list of all tracts for which Participation Certificates were purchased,
 3. amount of funds collected for land acquisition,
 4. amount of funds expended for land acquisition,
 5. amount of funds expended for operations and maintenance.

6. an updated map of the lands dedicated to preserve management,
7. a list of public use and habitat management activities that have been undertaken or completed within the bounds of the preserve units, including the status of land management plans undertaken by the permit holders and managing partners, and
8. a copy of all research or investigation reports that have been prepared within the previous 12 months.

In addition to the above annual requirements, the Permit Holders must provide quarterly updates for the tracts for which Participation Certificates were purchased that include the following information:

9. a general map of each tract location and
 10. a tract boundary map that identifies the areas for which the Participation Certificate applies. If a location and/or tract map is not provided to the Permit Holder during the normal permitting process, a street address will meet this requirement.
- H. A copy of a recorded Participation Certificate provided by the Permit Holders must be posted at the property site from the time vegetation clearing begins until the construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of the City of Austin or Travis County. For commercial, industrial, and multi-family developments completed construction is when buildings are suitable for occupancy.
- I. The funds collected and expended for this Permit and compliance with the financial requirements of the Permit shall be evaluated by financial audits conducted after the sale of Participation Certificates covering 3,000 fee-paid acres or every five years, whichever comes sooner, until permit expiration. Such audits will be coordinated between the USFWS and the Coordinating Committee. This audit may be part of the Permittees audit processes as required by State law and shall not be more frequent than every two years.
- J. The funds collected under this permit will be expended for land or easement acquisition and other preserve system needs in accordance with the following criteria:
1. tracts considered for acquisition will be within or contiguous to the boundaries of the preserve units identified in the issued Permit;
 2. expenditure priority should be in the following decreasing order: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin; and

3. dispensing of funds from the BCCP Fund account should be accomplished as soon as there are adequate funds to complete a transaction or implement a strategy for acquisition, taking into account opportunity, preserve priority and development threat.
- K. The Permit Holders will administer the issuance of the Participation Certificates.
- L. Incidental take that may result from the implementation of land management activities within the boundaries of a preserve and contained in a management plan approved by the Coordinating Committee, are covered and authorized under this Permit.
- M. Incidental take that may result from the implementation of utility and infrastructure corridor projects approved by the Secretary of the Coordinating Committee and within one of the BCCP-Shared vision approved utility and infrastructure corridors, as provided in the final EIS/HCP, Appendix B, is covered and authorized under this Permit.

AMENDMENT TO CONDITION M

This amendment shall authorize the Lower Colorado River Authority to increase their corridor expansion from the original 100-foot (30.5 meters) right-of-way to 170 feet (51.8 meters). The corridor expansion shall be an aerial expansion only (above treetop level) and will not extend to ground level. No additional habitat will be affected and no additional take of golden-cheeked warblers will occur.

- N. Incidental take of the Barton Springs salamander is not covered by this Permit. Entities who purchase Participation Certificates for activities within the Travis County portion of the Barton Springs watershed should obtain guidance with respect to avoiding the impacts of their activities on water quality as they relate to the Barton Springs salamander.
- O. The incidental take authorization of this permit does not apply to the "take" of any endangered or threatened species outside of the boundary of the permit as identified in the EIS/HCP- dated March 1996 or any modifications/amendments to that boundary.
- P. The Service's "No Surprises" policy provides that additional mitigation, lands or financial compensation shall not be required of the Permittees or their successors beyond the level of mitigation provided for in the EIS/HCP. With respect to this permit, the EIS/HCP and supporting documents adequately addressed the species listed in special condition F above. To be fully covered by the "No Surprises" policy for a specific species, all of the requirements identified for that species must be met.

SPECIES SPECIFIC TERMS AND CONDITIONS

Q. GOLDEN-CHEEKED WARBLER:

1. Ensure at least 28,428 acres within the seven identified macrosites will be acquired and managed for the golden-cheeked warbler during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the warbler on these 28,428 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within golden-cheeked warbler habitat, Zones 1 and 2, from March 1 through August 31 to prevent the disturbance of nesting activities unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the warbler is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

R. BLACK-CAPPED VIREO

1. Ensure at least 2,000 acres within the seven identified macrosites will be acquired and managed for the black-capped vireo during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the vireo on these 2,000 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within black-capped vireo habitat between March 1 and August 31 to prevent the destruction of an active nest unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the vireo is not nesting within 300 feet of the proposed clearing.

- 4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

S. LISTED KARST INVERTEBRATES

- 1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 35 caves that support federally-listed karst invertebrates:

Amber Cave	Kretschmarr Double Pit
Bandit Cave	Kretschmarr Cave
Beard Ranch Cave	Lam Cave
Bee Creek Cave	Little Bee Creek Cave
Broken Arrow Cave	M.W.A. Cave
Cave Y	McDonald Cave
Cold Cave	McNeil Bat Cave
Cotterell Cave	New Comanche Trail Cave
Disbelievers Cave	No Rent Cave
Eluvial Cave	North Root Cave
Fossil Cave	Rolling Rock Cave
Fossil Garden Cave	Root Cave
Gallifer Cave	Spider Cave
Hole-In-The-Road	Stovepipe Cave
Japygid Cave	Tardus Hole
Jest John Cave	Tooth Cave
Jester Estates Cave	Weldon Cave
Jollyville Plateau Cave	

- 2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
- 3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.

4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

T. KARST SPECIES OF CONCERN

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 27 caves, in addition to the caves protected for the federally-listed species that support the karst species of concern:

Adobe Springs Cave	Moss Pit
Airman's Cave	Pennie Cave
Armadillo Ranch Sink	Pickle Pit
Arrow Cave	Pipeline Cave
Blowing Sink	Flint Ridge Cave
Buda Boulder Spring	Slaughter Creek Cave
Cave X	Get Down Cave
Ceiling Slot Cave	Spanish Wells Cave
District Park Cave	Goat Cave
Jack's Joint	Stark's North Mine
Lost Oasis Cave	Ireland's Cave
Lost Gold Cave	Talus Spring
Maple Run Cave	Whirlpool Cave
Midnight Cave	

The caves in which the karst species of concern occur are listed below. To receive the "No Surprises" guarantee for the identified species, the caves identified must be protected, as per "1" above.

SPECIES	CAVE
<i>Sphalloplana mohri</i>	Spanish Wells Cave
<i>Candona</i> sp. nr. <i>Staqnalis</i>	Cave X
<i>Caecidotea reddelli</i>	Buda Boulder Cave, Cave X, Jack's Joint
<i>Trichoniscinae</i> N.S.	Bandit Cave
<i>Miktoniscus</i> N.S.	Cave X
<i>Cicurina wartoni</i>	Pickle Pit
<i>C. ellioti</i>	Cotterell Cave, Fossil Garden Cave, Gallifer Cave, No Rent Cave, Weldon Cave
<i>C. bandida</i>	Bandit Cave, Ireland's Cave
<i>C. reddelli</i>	Cotterell Cave
<i>C. reyesi</i>	Airman's Cave
<i>C. cueva</i>	Cave X, Flint Ridge Cave

<i>C. travisae</i>	Amber Cave, Broken Arrow Cave, Kretschmarr Cave, McDonald Cave, Root Cave, Spider Cave, Stovepipe Cave, Tooth Cave
<i>Neoleptoneta cocinna</i>	Lost Gold & Stark's North Cave
<i>N. devia</i>	McDonald Cave
<i>Eidmannella reclusa</i>	Tooth Cave, Gallifer Cave, Kretschmarr Cave, Stovepipe Cave
<i>Aphrastochthonius</i> N.S.	Stovepipe Cave
<i>Tartarocreaqris reddelli</i>	McDonald Cave
<i>T. intermedia</i>	Airman's Cave
<i>T. N.S.3</i>	BCNWR
<i>Texella spinoperca</i>	Airman's Cave
<i>T. Comanche</i>	New Comanche Trail Cave
<i>Speodesmus</i> N.S.	Bandit Cave, Cave X, Get Down Cave, Goat Cave, Pennie Cave, Pipeline Cave, Slaughter Creek Cave, Whirlpool Cave
<i>Rhadine s. subterranean</i>	Cotterell, Fossil, Fossil Garden, No Rent, McNeil Bat, Weldon Cave
<i>R. s. mitchelli</i>	Amber, Kretschmarr, Tooth Cave
<i>R. austinica</i>	Airman's, Arrow, Bandit, Bee Creek, Blowing Sink, Cave Y, Cave X, District Park, Flint Ridge, Get Down, Ireland's, Lost Gold, Lost Oasis, Maple Run, Midnight, Pennie, Whirlpool

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

U. CANYON MOCK-ORANGE

Protect and manage the portions of the known populations found within the preserve boundaries, for the acreage acquired.

V. TEXABAMA CROTON

Protect and manage the populations at Pace Bend Park.

***** END OF PERMIT # TE 788841 – 2 *****



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1161) for the Southern Extension of Vail Divide Road

RECOMMENDED ACTION

Approve Balcones Canyonlands Conservation Plan (BCCP) Contract #1161 and any amendments necessary to complete mitigation requirements as described in the contract.

RATIONALE

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

The district previously obtained a BCCP mitigation permit in 2019 (BCCP Participation Agreement #0628) relating to this roadway. At that time, because it was obtained for the purpose of developing educational facilities, no payment was required. However, because the Vail Divide Road transfer is to Travis County who does not enjoy to same exemptions as a school district, a new permit must be obtained and an associated fee must be paid in order to keep the permit current.

BUDGET PROVISIONS

\$9,075 – Vail Divide Project Fund

RESOURCE PERSONNEL

Pam Sanchez - Assistant Superintendent for Business Services
Robert Winovitch - Director of Facilities and Construction
Matthew Tiffie - Legal Counsel

ATTACHMENTS

Participation Contract-Balcones Canyonlands Conservation Plan (BCCP - 1161)

MEETING DATE

March 22, 2023

PARTICIPATION CONTRACT
BALCONES CANYONLANDS CONSERVATION PLAN

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

RECITALS

The Balcones Canyonlands region of Central Texas is home to several species of animals and plants listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. (the “Act”). Development of endangered species habitat in the region is subject to approval under the Act. To provide an alternative to the burden of each landowner or developer going through an individual 10(a) permit application process, a group of individuals representing federal, state, and local governments, the private business sector, private landowners, and environmental interests, worked since 1988 to create a regional habitat conservation plan, in accordance with Section 10(a) of the Act.

In order to implement the habitat conservation plan, known as the Balcones Canyonlands Conservation Plan (BCCP), Travis County and the City of Austin applied for a regional permit under section 10(a)1(b) of the Act. The United States Fish and Wildlife Service (“USFWS”) issued the regional permit, as amended, permit number TE-788841-2 (the “BCCP Permit”), to the BCCP Permit Holders on May 2, 1996.

In exchange for committing to the completion of a minimum 30,428 acre preserve system that satisfies the requirements of the BCCP Permit, the BCCP Permit Holders are authorized to assign certain habitat mitigation participation rights (hereinafter referred to as “Participation Rights”) to individual landowners or developers (“Participants”) for a fee to be used as purchase money for completion of the preserve system. Through participation in the BCCP, Participants can mitigate for direct and indirect “take” of the species covered in the BCCP Permit, in accordance with the special terms and conditions of the BCCP Permit.

AGREEMENT

This agreement is entered into this _____ day of _____, by and between Lake Travis Independent School District (BCCP # **1161**), hereinafter referred to as “Participant” or “Assignee”, and the Balcones Canyonlands Coordinating Committee, an entity created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to the Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the Balcones Canyonlands Conservation Plan, dated the 3rd day of August, 1995, acting by and through its designated representative, hereinafter referred to as “Permit Holders” or “Assignor”.

For and in consideration of the mutual covenants and considerations cited herein, Permit Holders and Participant hereby agree with respect to the assignment of certain Participation Rights as provided by the BCCP Permit to be furnished or rendered by the BCCP Permit Holders to the Participant and the payment for this assignment by the Participant to the BCCP Permit Holders as set forth hereinafter.

ARTICLE I.
PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately 3.28 acres situated in Travis County, Texas, and more fully described in Exhibit “A” attached hereto (“Property”).

ARTICLE II.
ASSIGNMENT OF PARTICIPATION RIGHTS

Upon payment by the Participant of the compensation as provided in ARTICLE III below, the BCCP Permit Holders agree to assign unto Participant certain Participation Rights for the exclusive use and benefit of the Property. These Participation Rights are assigned to the Participant for its use and benefit only with respect to the Property and in connection with the issuance of the BCCP Permit for the Balcones Canyonlands Conservation Plan (“BCCP-Shared Vision”) pursuant to Section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531 et seq. (“ESA”). The term “Participation Rights” shall mean and refer to any and all benefits, rights, credits, offsets or other privileges or entitlements which may be utilized by Participants in conjunction with the BCCP Permit relating to the incidental “take”, existence, dedication, conservation, maintenance or preservation of the following endangered species: golden-cheeked warbler (*Dendroica chrysoparia*), Tooth Cave pseudoscorpion (*Tartarocreagris texana*), Tooth Cave spider (*Neoleptoneta myopica*), Tooth Cave ground beetle (*Rhadine persephone*), Kretschmarr Cave mold beetle (*Texamaurops reddelli*), Bone Cave harvestman (*Texella reyesi*), and Bee Creek Cave harvestman (*Texella redelli*); the Species of Concern described in the BCCP Permit; and the black-capped vireo (*Vireo atricapillus*).

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the BCCP Permit; and the BCCP as provided by the BCCP Permit and including the conditions and requirements provided in the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996.

ARTICLE III.
COMPENSATION

For and in consideration of its assignment of these Participation Rights, the Participant shall pay to the BCCP Permit Holders the total sum of \$9,075.00. Payment of this sum is to be paid immediately upon execution of this Agreement by the Participant and the BCCP Permit Holders.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF PARTICIPANT; SPECIAL TERMS

For and in consideration of the assignment of Participation Rights, the Participant agrees that it shall comply with all requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, Parts 13, 17, and 21; the BCCP-Shared Vision as provided by the BCCP Permit and including the relevant requirements under the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996; and all terms and conditions of this agreement, specifically including those special conditions provided in Exhibit “B” and Exhibit “C”, attached hereto and incorporated herein for all purposes.

Furthermore, the Participant promises and warrants to the BCCP Permit Holders that it has not petitioned nor received from the USFWS any determination of incidental take in relation to the Property, including receipt of a valid Section 9 letter indicating USFWS determination of “no effect”, that it has not previously delivered to the BCCP Permit Holders.

ARTICLE V.
BREACH OF PARTICIPANT

Breach of the terms of this Agreement will result in the termination by the BCCP Permit Holders of this Agreement and the Participation Rights assigned therein. Notification of breach and termination of rights shall be made by the BCCP Permit Holders to the Participant in writing at the address provided in ARTICLE XII below.

ARTICLE VI.
PARTICIPANT’S SOLE RECOURSE FOR BREACH BY THE BCCP PERMIT HOLDERS

In the event that the assignment of Participation Rights pursuant to this agreement is ineffective or deficient with respect to the Property due solely, or in part, to the actions or inactions of the BCCP Permit Holders, Participant agrees that its sole recourse shall be to sue to recover from the Balcones Canyonlands Coordinating Committee damages in an amount not to exceed the total sum provided in ARTICLE III above, upon surrender of the Participation Rights by Participant to the BCCP Permit Holders.

Notwithstanding anything to the contrary herein, the Balcones Canyonlands Coordinating Committee, the City of Austin, and Travis County shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or the U.S. Fish and Wildlife Service promulgated on or after the date of this assignment that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant’s Property that accompany the assignment of the Participation Rights herein.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this agreement by Permit Holders and Participant, this agreement shall be acknowledged and recorded in the Real Property Records of Travis County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force of effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party. **No official, representative, employee, or agent of the City of Austin, Travis County, or the BCCP Permit Holders has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Balcones Canyonlands Coordinating Committee.**

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Participant shall not sell, transfer or assign all or any part of the Participation Rights to a party other than a successive owner of all or a portion of the Property, without the prior written consent of the BCCP Permit Holders, and any transfer of the Participation Rights, except to a successive owner of all or a portion of the Property, without the BCCP Permit Holders' consent shall be null and void. Furthermore, no assignment of this Agreement or of any right accruing hereunder, except an assignment to a successive owner of all or a portion of the Property, shall be made in whole or in part by Participant without the prior written consent of the BCCP Permit Holders.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738

PERMIT HOLDERS:

Honorable Steve Adler (or his successor)
City of Austin Mayor
Chair of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1161

with a copy to:

Kimberlee Harvey (or her successor)
Secretary of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application # 1161

and with additional copies to:

Honorable Jose´ Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application File # 1161

and:

City of Austin
Department of Law
P.O. Box 1088
Austin, Texas 78767

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall terminate upon the expiration or termination of the BCCP Permit, or on May 2, 2026, whichever is later.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

ARTICLE XVII.
TIME OF ESSENCE

Time is of the essence in the Agreement.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PERMIT HOLDERS:

By: _____
Melinda Mallia
Travis County Natural Resources
Program Manager
Balcones Canyonlands Conservation Plan

Date: _____

PARTICIPANT:

By: _____
John Aouelle
President, LTISD Board of Trustees

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by John Aoueilla, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in the office of said school district.

Notary Public in and for the State of Texas

PERMIT HOLDERS:

This instrument was acknowledged before me by **Melinda Mallia** on this the ____ day of _____, 20__.

Notary Public in and for the State of Texas

EXHIBIT "A"

Property Description / Infrastructure Project Area

Lake Travis ISD Educational Facilities
Phase 3B Middle School 3 Project Vail Divide Road

3.28 acres

EXHIBIT "B"

Single Family Lot Special Provisions Certificate; Special Terms and Conditions



September 1, 2022

Robert Winovitch
Facilities Manager
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738

Re: Lake Travis ISD Educational Facilities Phase 3B Middle School 3 Project Vail Divide Road Transfer

Dear Mr. Winovitch:

Thank you for your application on behalf of the Lake Travis Independent School District (LTISD) regarding the Lake Travis ISD Educational Facilities Phase 3B Middle School 3 Project Vail Divide Road transfer to Travis County. The site location provided on the BCCP application is as follows: 5400 Vail Divide.

The project site lies outside of the preserve acquisition boundary for the Balcones Canyonlands Preserve. Based upon a review of the application, this project is eligible to participate in the regional Balcones Canyonlands Section 10 (a) permit. Participation under the BCCP permit covers incidental take of endangered species habitat, particularly golden-cheeked warbler (GCWA) habitat and karst habitat that the project might impact.

This site was previously mitigated through the BCCP as a school but pursuant to BCCP Participation Agreement #0628, LTISD is conveying this portion of Vail Divide Road to Travis County. Since the road will no longer be an educational facility, mitigation for the roadway must be paid.

Based on BCCP Habitat Zone Maps and the calculations provided with the application, the project impacted a total of 3.28 acres of Golden-cheeked Warbler Habitat Mitigation Zone 2. No known sensitive Karst features underlie any portion of this project site. All mitigation acreages are rounded up to the next 0.1 acre increment under calculation procedures approved by the Balcones Canyonlands

Coordinating Committee, thus the mitigation amount will be for 3.3 acres of Golden-cheeked Warbler Habitat Mitigation Zone 2.

I am passing this habitat assessment along to Travis County for preparation of a participation certificate. Travis County will provide the necessary participation agreements for your signature and issue the certificate upon receipt of the participation fee. These mitigation fees are used to purchase additional habitat lands within the Balcones Canyonlands Preserve for the long-term protection of the listed endangered species and other species of concern. Your contact for this phase of the application process is Leigh Stuemke, Travis County's Environmental Specialist, at the Travis County Transportation and Natural Resources office, at (512) 854-7213.

If you have any further questions regarding this assessment or encounter any problems, please feel free to call me at (512) 972-1663.

Kind Regards,

A handwritten signature in cursive script that reads "David Gimnich".

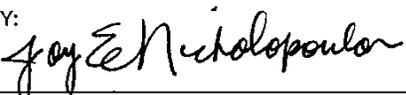
David Gimnich
City of Austin BCCP Infrastructure Coordinator

cc: File #: 22-027

Leigh Stuemke, Travis County BCCP Coordinator
Kimberlee C. Harvey, BCCP Coordinating Committee Secretary
Christina Williams, U.S. Fish and Wildlife Service

EXHIBIT "C"

Additional Requirements of Participant

 <p>DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE</p> <p>FEDERAL FISH AND WILDLIFE PERMIT</p> <p>BALCONES CANYONLANDS CONSERVATION PLAN</p> <p>1. PERMITTEES</p> <p>City of Austin P.O. Box 1088 Austin, Texas 78767</p> <p>Travis County P.O. Box 1748 Austin, Texas 78767</p>	3-201 (1/97)	
	2. AUTHORITY-STATUTES 16 USC 1539(a)(1)(B) REGULATIONS (Attached) 50 CFR §§ 13 & 17	
	3. NUMBER TE 788841-2	
	4. RENEWABLE [x] YES [] NO	5. MAY COPY [x] YES [] NO
6. EFFECTIVE 8/5/2013		7. EXPIRES 5/2/2026
8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business) William A. Conrad, BCCP Secretary for the City of Austin and Travis County.		9. TYPE OF PERMIT Endangered Species – Incidental Take
10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED Travis County, Texas, outside of preserve areas identified in the HCP and final EIS dated March 1996.		
11. CONDITIONS AND AUTHORIZATIONS: GENERAL TERMS AND CONDITIONS <ol style="list-style-type: none"> I. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS. II. VALID FOR USE BY PERMITTEES NAMED ABOVE. III. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed). 		
12. REPORTING REQUIREMENTS: Annual report is due on June 1, beginning in 1997 and continuing until permit expiration.		
ISSUED BY: 	TITLE Deputy Regional Director	DATE 8/7/13

TERMS AND CONDITIONS SPECIFIC TO BALCONES CANYONLANDS

- A. If during the tenure of this permit, the amount of incidental take is exceeded, issuance of Participation Certificates must be stopped and the Permittees must reinstate consultation with the Service to avoid violation of section 9 of the Endangered Species Act.
- B. Acceptance of this permit serves as evidence that the Permittees understand and agree to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- C. The authorization granted by this permit is subject to compliance with, and implementation of, the terms and conditions of the Environmental Impact Statement and Habitat Conservation Plan, Biological Opinion, and all specific conditions contained in this permit. If there are any discrepancies between the requirements in these documents, the requirements identified in the special conditions of this issued permit take precedence.
- D. Upon locating any dead, injured, or sick individuals from the list of animal species covered by this permit, or any other endangered or threatened animal species, Permittees are required to contact the Service’s Law Enforcement Office, Austin, Texas (512) 490-0948, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittees and their contractor(s) or subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- E. The validity of this permit is also conditioned upon observance of all relevant international, state, local, or other Federal law.
- F. The Permittees are authorized to “take” (kill, harm, or harass) the following federally-listed endangered species:

SCIENTIFIC NAME

Vireo atricapillus
Dendroica chrysoparia
Tartarocreagris texana
Neoleptoneta myopica
Texella reddelli
Texella reyesi
Rhadine persephone
Texamaurops reddelli

COMMON NAME

Black-capped vireo
 Golden-cheeked warbler
 Tooth Cave pseudoscorpion
 Tooth Cave spider
 Bee Creek Cave harvestman
 Bone Cave harvestman
 Tooth Cave ground beetle
 Kretschmarr Cave mold beetle

Additionally, the Permittees would be covered for incidental take of the following species of concern if these species become listed during the life of the permit and the mitigation measures identified in this permit are being performed.

<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Croton alabamensis</i>	Texabama croton
<i>Sphalloplana mohri</i>	Flatworm
<i>Candona</i> sp. nr. <i>Stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
<i>Trichoniscinae</i> N.S.	Isopod
<i>Miktoniscus</i> N.S.	Isopod
<i>Cicurina wartoni</i>	Spider
<i>C. ellioti</i>	Spider
<i>C. bandida</i>	Spider
<i>C. reddelli</i>	Spider
<i>C. reyesi</i>	Spider
<i>C. cueva</i>	Spider
<i>C. travisae</i>	Spider
<i>Neol eptoneta cocinna</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella la reclusa</i>	Spider
<i>Aphrastochthonius</i> N.S.	Pseudoscorpion
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>T. intermedia</i>	Pseudoscorpion
<i>T. N.S.3</i>	Pseudoscorpion
<i>Texella spinoperca</i>	Harvestman
<i>T. comanche</i>	New Comanche Trail Cave harvestman
<i>Speodesmus</i> N. S.	Millepede
<i>Rhadine s. subterranean</i>	Ground beetle
<i>R. s. mitchelli</i>	Ground beetle
<i>R. austinica</i>	Ground beetle

- G. An annual report, due June 1 of each year beginning in 1997, is to be provided to the Austin Ecological Services Field Office. This report is to include:
1. a list of all development activities west of the MOPAC Railroad that were permitted by the Permit Holders in the previous 12 months,
 2. a list of all tracts for which Participation Certificates were purchased,
 3. amount of funds collected for land acquisition,
 4. amount of funds expended for land acquisition,
 5. amount of funds expended for operations and maintenance.

6. an updated map of the lands dedicated to preserve management,
7. a list of public use and habitat management activities that have been undertaken or completed within the bounds of the preserve units, including the status of land management plans undertaken by the permit holders and managing partners, and
8. a copy of all research or investigation reports that have been prepared within the previous 12 months.

In addition to the above annual requirements, the Permit Holders must provide quarterly updates for the tracts for which Participation Certificates were purchased that include the following information:

9. a general map of each tract location and
 10. a tract boundary map that identifies the areas for which the Participation Certificate applies. If a location and/or tract map is not provided to the Permit Holder during the normal permitting process, a street address will meet this requirement.
- H. A copy of a recorded Participation Certificate provided by the Permit Holders must be posted at the property site from the time vegetation clearing begins until the construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of the City of Austin or Travis County. For commercial, industrial, and multi-family developments completed construction is when buildings are suitable for occupancy.
- I. The funds collected and expended for this Permit and compliance with the financial requirements of the Permit shall be evaluated by financial audits conducted after the sale of Participation Certificates covering 3,000 fee-paid acres or every five years, whichever comes sooner, until permit expiration. Such audits will be coordinated between the USFWS and the Coordinating Committee. This audit may be part of the Permittees audit processes as required by State law and shall not be more frequent than every two years.
- J. The funds collected under this permit will be expended for land or easement acquisition and other preserve system needs in accordance with the following criteria:
1. tracts considered for acquisition will be within or contiguous to the boundaries of the preserve units identified in the issued Permit;
 2. expenditure priority should be in the following decreasing order: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin; and

3. dispensing of funds from the BCCP Fund account should be accomplished as soon as there are adequate funds to complete a transaction or implement a strategy for acquisition, taking into account opportunity, preserve priority and development threat.
- K. The Permit Holders will administer the issuance of the Participation Certificates.
- L. Incidental take that may result from the implementation of land management activities within the boundaries of a preserve and contained in a management plan approved by the Coordinating Committee, are covered and authorized under this Permit.
- M. Incidental take that may result from the implementation of utility and infrastructure corridor projects approved by the Secretary of the Coordinating Committee and within one of the BCCP-Shared vision approved utility and infrastructure corridors, as provided in the final EIS/HCP, Appendix B, is covered and authorized under this Permit.

AMENDMENT TO CONDITION M

This amendment shall authorize the Lower Colorado River Authority to increase their corridor expansion from the original 100-foot (30.5 meters) right-of-way to 170 feet (51.8 meters). The corridor expansion shall be an aerial expansion only (above treetop level) and will not extend to ground level. No additional habitat will be affected and no additional take of golden-cheeked warblers will occur.

- N. Incidental take of the Barton Springs salamander is not covered by this Permit. Entities who purchase Participation Certificates for activities within the Travis County portion of the Barton Springs watershed should obtain guidance with respect to avoiding the impacts of their activities on water quality as they relate to the Barton Springs salamander.
- O. The incidental take authorization of this permit does not apply to the "take" of any endangered or threatened species outside of the boundary of the permit as identified in the EIS/HCP- dated March 1996 or any modifications/amendments to that boundary.
- P. The Service's "No Surprises" policy provides that additional mitigation, lands or financial compensation shall not be required of the Permittees or their successors beyond the level of mitigation provided for in the EIS/HCP. With respect to this permit, the EIS/HCP and supporting documents adequately addressed the species listed in special condition F above. To be fully covered by the "No Surprises" policy for a specific species, all of the requirements identified for that species must be met.

SPECIES SPECIFIC TERMS AND CONDITIONS

Q. GOLDEN-CHEEKED WARBLER:

1. Ensure at least 28,428 acres within the seven identified macrosites will be acquired and managed for the golden-cheeked warbler during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the warbler on these 28,428 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within golden-cheeked warbler habitat, Zones 1 and 2, from March 1 through August 31 to prevent the disturbance of nesting activities unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the warbler is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

R. BLACK-CAPPED VIREO

1. Ensure at least 2,000 acres within the seven identified macrosites will be acquired and managed for the black-capped vireo during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the vireo on these 2,000 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within black-capped vireo habitat between March 1 and August 31 to prevent the destruction of an active nest unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the vireo is not nesting within 300 feet of the proposed clearing.

- 4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition, whichever is later.

S. LISTED KARST INVERTEBRATES

- 1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 35 caves that support federally-listed karst invertebrates:

Amber Cave	Kretschmarr Double Pit
Bandit Cave	Kretschmarr Cave
Beard Ranch Cave	Lam Cave
Bee Creek Cave	Little Bee Creek Cave
Broken Arrow Cave	M.W.A. Cave
Cave Y	McDonald Cave
Cold Cave	McNeil Bat Cave
Cotterell Cave	New Comanche Trail Cave
Disbelievers Cave	No Rent Cave
Eluvial Cave	North Root Cave
Fossil Cave	Rolling Rock Cave
Fossil Garden Cave	Root Cave
Gallifer Cave	Spider Cave
Hole-In-The-Road	Stovepipe Cave
Japygid Cave	Tardus Hole
Jest John Cave	Tooth Cave
Jester Estates Cave	Weldon Cave
Jollyville Plateau Cave	

- 2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
- 3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.

4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

T. KARST SPECIES OF CONCERN

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 27 caves, in addition to the caves protected for the federally-listed species that support the karst species of concern:

Adobe Springs Cave	Moss Pit
Airman's Cave	Pennie Cave
Armadillo Ranch Sink	Pickle Pit
Arrow Cave	Pipeline Cave
Blowing Sink	Flint Ridge Cave
Buda Boulder Spring	Slaughter Creek Cave
Cave X	Get Down Cave
Ceiling Slot Cave	Spanish Wells Cave
District Park Cave	Goat Cave
Jack's Joint	Stark's North Mine
Lost Oasis Cave	Ireland's Cave
Lost Gold Cave	Talus Spring
Maple Run Cave	Whirlpool Cave
Midnight Cave	

The caves in which the karst species of concern occur are listed below. To receive the "No Surprises" guarantee for the identified species, the caves identified must be protected, as per "1" above.

SPECIES	CAVE
<i>Sphalloplana mohri</i>	Spanish Wells Cave
<i>Candona</i> sp. nr. <i>Staagnalis</i>	Cave X
<i>Caecidotea reddelli</i>	Buda Boulder Cave, Cave X, Jack's Joint
<i>Trichoniscinae</i> N.S.	Bandit Cave
<i>Miktoniscus</i> N.S.	Cave X
<i>Cicurina wartoni</i>	Pickle Pit
<i>C. ellioti</i>	Cotterell Cave, Fossil Garden Cave, Gallifer Cave, No Rent Cave, Weldon Cave
<i>C. bandida</i>	Bandit Cave, Ireland's Cave
<i>C. reddelli</i>	Cotterell Cave
<i>C. reyesi</i>	Airman's Cave
<i>C. cueva</i>	Cave X, Flint Ridge Cave

<i>C. travisae</i>	Amber Cave, Broken Arrow Cave, Kretschmarr Cave, McDonald Cave, Root Cave, Spider Cave, Stovepipe Cave, Tooth Cave
<i>Neoleptoneta cocinna</i>	Lost Gold & Stark's North Cave
<i>N. devia</i>	McDonald Cave
<i>Eidmannella reclusa</i>	Tooth Cave, Gallifer Cave, Kretschmarr Cave, Stovepipe Cave
<i>Aphrastochthonius</i> N.S.	Stovepipe Cave
<i>Tartarocreaqris reddelli</i>	McDonald Cave
<i>T. intermedia</i>	Airman's Cave
<i>T. N.S.3</i>	BCNWR
<i>Texella spinoperca</i>	Airman's Cave
<i>T. Comanche</i>	New Comanche Trail Cave
<i>Speodesmus</i> N.S.	Bandit Cave, Cave X, Get Down Cave, Goat Cave, Pennie Cave, Pipeline Cave, Slaughter Creek Cave, Whirlpool Cave
<i>Rhadine s. subterranean</i>	Cotterell, Fossil, Fossil Garden, No Rent, McNeil Bat, Weldon Cave
<i>R. s. mitchelli</i>	Amber, Kretschmarr, Tooth Cave
<i>R. austinica</i>	Airman's, Arrow, Bandit, Bee Creek, Blowing Sink, Cave Y, Cave X, District Park, Flint Ridge, Get Down, Ireland's, Lost Gold, Lost Oasis, Maple Run, Midnight, Pennie, Whirlpool

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the Service for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the Service, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

U. CANYON MOCK-ORANGE

Protect and manage the portions of the known populations found within the preserve boundaries, for the acreage acquired.

V. TEXABAMA CROTON

Protect and manage the populations at Pace Bend Park.

***** END OF PERMIT # TE 788841 – 2 *****



AGENDA ITEM ACTION SHEET

AGENDA ITEM

February 15, 2023 Board Meeting Minutes

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

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

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Administrative Assistant to the Superintendent of Schools

ATTACHMENTS

February 15, 2023 Board Meeting Minutes

MEETING DATE

March 22, 2023

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 February 15, 2023 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 6:04 p.m.

Quorum Determination

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

Pledge of Allegiance and Moment of Silence

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

Public Comments/Citizen Participation

1. Jennifer Fleck – Library Books
2. Corina Semph – Library Books
3. Jodie Dover – Library Books
4. Annie Bland – Library Books – Elementary #8
5. Chris Vilven – Library Books
6. Annie Vilven – Library Books
7. Carl Jones – support for public schools – HEB survey
8. Cindy Najera – Library Books
9. Bruce McAlistor – Property Taxes/Pro Public Schools
10. Susan Harbin – Accountability/Testing Assessments

Presentation / Discussion Items

- **Library Resource Policies and Processes**

Carl McLendon, Director of Curriculum and Instruction (Secondary), presented a review of the current guidance on library resource policies and processes.

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

- **January 2023 Monthly Financial Reports – Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018 Capital Projects Report**

Pam Sanchez, Assistant Superintendent of Business Services, provided a financial update to the Board and community regarding the financial position of the school district.

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

- **2023 Bond Program Delivery Method for Safety and Security Improvements**

Pam Sanchez, presented per Board Policy CV (Local), the project delivery method to be used for each construction contract valued at or above \$100,000 shall be the competitive sealed proposal, as determined and approved by the Board as the best value. If another method is deemed more appropriate for a particular construction project, the Superintendent or designee shall submit a

recommendation for the Board to consider, determine, and approve a different project delivery method that provides the best value to the District.

Present and recommend the Job Order Contract (JOC) Delivery Method for the Summer of 2023, District Safety and Security Improvements and authorize the Superintendent or his designee to negotiate and execute the Job Order Contract. The recommended General Contractor for this work is American Constructors.

Job Order Contracting (JOC) is being recommended for this specific project. JOC is a procurement method used for maintenance, repair, alteration, renovation, remediation or minor construction of a facility. If the recommended delivery method is approved, the administration intends to bring the pricing to the Board for approval at a subsequent board meeting (March or April).

LTISD District Safety and Security Improvements:

- Exterior signage for all campuses that do not currently have exterior door number signage
- Window glass improvements throughout the district
- Improved classroom door hardware at the LTHS Annex and Hudson Bend Middle School

This item was for discussion only; action will be requested at the March 22, 2023 Board meeting.

- **TASB Policy Update 120 Affecting the Following Local Policies:**

CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT – EMERGENCY PLAN

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FO(LOCAL): STUDENT DISCIPLINE

Matthew Tiffie, 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 120 includes updates to the policies listed above and are designed to make certain policies uniform with TASB recommendations except when they are intended to reflect upon the district’s District of Innovation Plan as in the case of FNG(LOCAL).

This item was for presentation/discussion only; action will be requested at the March 22, 2023 Board meeting.

- **Discussion of Districtwide Intruder Detection Audit Report Findings**

Andy Michael, LTISD Chief of Police, presented the top priority of Lake Travis ISD and the State of Texas is keeping students and staff safe every day. The Texas School Safety Center recently conducted an Intruder Detection Audit at one or more of our campuses. The audit test whether a campus is accessible to an unauthorized individual. This audit, conducted as a part of Governor Abbott’s school safety directives for all school systems following the tragedy at Uvalde, seeks to help districts identify how campuses can improve safety for students, such as ensuring exterior doors are locked. The audit provides us with an opportunity to create a safer learning environment for our students and staff.

Specific details of the Intruder Detection Audit will be discussed in the executive session with the Board and with the Safety and Security Committee. Lake Travis ISD is committed to providing a safe and secure learning environment for our students and staff.

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

- **C&I Update - Middle of Year Universal Screener Data K-8**

Kathy Burbank, Director of Accountability & Assessment, presented LTISD administers middle of the year universal screeners to every K-8 student in reading and math. NWEA MAP Growth (Measures of Academic Progress) data for grades K-8 math and 3-8 reading, and Grades K-2 mCLASS TX Edition data for reading will be shared.

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

8:24 p.m. Trustee Lauren White left the boardroom

Consideration Items

- **TEA Expedited Waiver Request for Modified Schedule State Assessment Testing Days**

Lake Travis High School would like to apply for TEA Expedited Waiver for Modified Schedule State Assessment Testing Days for the 2022-23, 2023-24 and 2024-25 school years. We are requesting that LTISD apply for a state testing waiver that would allow LTHS to offer an alternative schedule for the senior class. This flexibility will allow LTHS to utilize more staff for testing responsibilities and save on the number of substitutes we have utilized in for our testing days. We will further utilize the alternate schedule to visit with our senior class to review credits and any outstanding items to take care of prior to graduation.

Modified Schedule/State Assessment Testing Days

This waiver allows the district or charter school to modify the schedule of classes for students who are not being tested to report to and attend school after the state assessment testing period has ended, therefore reducing the interruptions during the testing period. Students who are not being tested must still meet the maximum 2-through-4-hour requirement for funding (see SAAH 3.6.6 Attendance Accounting during Testing Days).

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the TEA Application for Modified Schedule State Assessment Testing Days.

The motion passed by a vote of 4 - 0.

- **TEA Expedited Waiver Request for Staff Development Minutes Waiver**

Kathy Burbank, Director of Accountability & Assessment, presented Lake Travis ISD is requesting the approval to apply for the Staff Development Minutes Waiver for the 2023-2024 school year. This waiver was not available at the time that the Instructional Calendar was approved by the Board in January. The Professional Development times were noted in the Calendar approved pending the opening of the waiver request. This is an expedited waiver and is granted by TEA once submitted.

This waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction during the school year. The Staff Development Minutes Waiver provides for a maximum of 2100 total waiver minutes to use for professional development.

This waiver is for staff development in place of student instruction; therefore, the waiver minutes are only applicable to staff development provided instead of student instruction during the school year. The Staff Development Minutes Waiver may not be used prior to the first day of student instruction or after the last day of student instruction.

The dates requested are January 5, 2024, February 15, 2024, February 16, 2024; and early release on September 27, 2023, November 8, 2023, February 28, 2024, and March 15, 2024.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the TEA Application for Staff Development Minutes Waiver.

The motion passed by a vote of 4 - 0.

- **TEA Missed School Days Waiver for Students**

Kathy Burbank presented that attendance reporting has a direct relationship to funding under the current school finance system. The school district's general fund revenue both state aid and local tax is based on average daily attendance. TEA allows a district to submit waivers for missed school days due to a campus being forced to close for various reasons including inclement weather, health or safety-related or other issues. Students will not be required to make up school days missed for any of these reasons. District campuses were closed for instruction on the dates of January 31st through February 3rd, 2023 due to Winter Storm Mara 2023.

A MOTION was made by Trustee William Beard and seconded by Trustee Bob Dorsett to approve the TEA missed school days' waiver.

The motion passed by a vote of 4 - 0.

RECESS was called by Trustees Aouelle at 8:26 p.m.

Board Meeting called back in Session at 8:33 p.m. Trustees Lauren White, Bob Dorsett, John Aouelle, Phillip Davis and William Beard all in attendance after the recess.

- **Resolution No. 021523-00 of the Board Regarding Wage Payments During Emergency School Closures**

The District was closed on the dates of January 31 through February 3, 2023 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 William Beard and seconded by Trustee Lauren White to approve Resolution No. 021523-00 authorizing wage payments for all employees during the emergency school closures on the dates of January 31 through February 3, 2023.

The motion passed by a vote of 5 -0.

- **Agreement with Travis County and Other Municipalities Regarding May 6, 2023 Joint Election**

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 William Beard and seconded by Trustee Phillip Davis to approve the Joint Election Agreement with Travis County for the May 6, 2023 Board Election.

The motion passed by a vote of 5 - 0.

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

For the upcoming May 6, 2023 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, Dyana Limon-Mercado and the new Elections Official representing the District, Philippa Ford, Accountant.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the Election Services Agreement with Travis County.

This motion passed by a vote of 5 – 0.

- **2022-2023 Budget Amendment #1-General Operating and Debt Service Funds**

The General Operating budget amendment reflects a decrease to local tax revenue to account for additional exemptions and refunds filed after the certification of property values, an increase in Available School Foundation state funding, a settle-up payment for Foundation School Program due to overstated local tax collections in 2021-22, increase to revenue and expenditures for change in TRS On-Behalf calculation method, and an increase in recapture payment to the State due to actual student enrollment for the current school year.

The Debt Service budget amendment reflects an increase to state funding for hold harmless of increase to homestead exemption and an increase to principal payments to account for additional escrow requirement for the early redemption of bonds.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the 2022-2023 Budget Amendment #1 to the General Operating and Debt Service Funds as presented.

This motion passed by a vote of 5 - 0.

- **Guaranteed Maximum Price (GMP) Phase 1 for CMR-23-01 for Elementary School #8**
Present the Guaranteed Maximum Price (GMP) for CMR-23-01, Elementary School #8, for \$30,739,129 and authorize the Superintendent or his designee to negotiate and execute the GMP.

Bartlett Cocke General Contractors Guaranteed Maximum Price (GMP) Phase 1 for CMR-23-01 is \$30,739,129. This includes the following work items:

Elementary School #8:

- Civil site work
- Civil site utilities
- HVAC equipment
- Electrical switchgear
- Structural steel allowance
- Contingency allowance

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee Phillip Davis to postpone indefinitely the Guaranteed Maximum Price Phase 1 for CMR-23-01 for Elementary School #8 authorize the Superintendent or his designee to negotiate and execute the GMP.

This motion passed by a vote of 5 - 0.

- **Third Amendment to Ground Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless**
Since 1997, the District has had a ground lease agreement for a cell tower located on the Lake Travis High School Property. In June 2022, the Board approved a Second Amendment to the Lease Agreement for a 20-year extension of the lease with updated pricing terms. This Second Amendment also included an option for Verizon to increase the lease area an additional 400 square feet at its election. Verizon now seeks to exercise that option. Accordingly, a Third Amendment to the Ground Lease Agreement has been agreed upon by the parties memorializing this expansion of the lease area.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee William Beard to approve the Third Amendment to Ground Lease Agreement Between Lake Travis ISD and Cellco Partnership d/b/a Verizon Wireless and authorize the Superintendent or designee to execute the amendment.

This motion passed by a vote of 5 - 0.

- **Resolution No. 021523-01 Authorizing Advanced Funding Agreement with TxDOT**
In 2020, the District and Travis County entered into an Interlocal Agreement for the funding and construction of the Vail Divide Southern Extension road project. The Vail Divide Southern Extension project includes construction activity within TxDOT's right of way on Hamilton Pool Road. Currently, TxDOT is undertaking a larger highway improvement project on Hamilton Pool Road. In order to coordinate with that larger highway project, the District has requested that TxDOT allow it to participate by funding that portion of the improvement described as construction of a final surface of Thin Overlay Mixture (TOM) and all pertinent striping at the intersection of HRP and Vail Divide through an Advanced Funding Agreement. The Interlocal Agreement between the District and Travis County provides the District with authority to enter into an AFA with TxDOT and use funds designated for the Vail Divide Southern Extension

project for these purposes. The cost for this portion of the project is a fixed amount of \$120,204.70.

Additionally, the District has requested that TxDOT allow it to participate in the highway construction project on HPR by funding, through an Advanced Funding Agreement, a westbound right turn lane that will help alleviate traffic congestion for Bee Cave Elementary. The funding for this project will come from the Lake Travis ISD 2023 bond program. The cost for this portion of the project is a fixed amount of \$164,166.11.

TxDOT has requested these two projects be memorialized in a single Advanced Funding Agreement.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the Resolution No. 021523-01 authorizing execution of an advanced funding agreement between Lake Travis ISD and TxDOT for the fixed amounts, as identified in the resolution.

This motion passed by a vote of 5-0.

- **Resolution No. 021523-02 for Donation of Approximately 6.31 Acres of Land to Travis County**

In 2020, the District and Travis County entered into an Interlocal Agreement for the funding and construction of the Vail Divide Southern Extension road project. This road project was built on approximately 6.31 acres of land owned by the District. According to the terms of the Interlocal Agreement, upon completion and inspection, the County agreed to accept, own, operate and maintain the Vail Divide Southern Extension road as a County Road, except for the intersection improvements at Hamilton Pool Road, which are to be owned, operated and maintained by TxDOT. Because the property will be donated to Travis County to carry out a public purpose and will benefit the public interest of the District, the District is authorized by Texas Government Code Section 272.001(l) to donate this land to Travis County without complying with the public notice and bidding requirements that otherwise apply.

A MOTION was made by Trustee William Beard and seconded by Trustee Phillip Davis to approve the Resolution No. 021523-02 authorizing the donation of approximately 6.31 acres of land to Travis County.

This motion passed by a vote of 5-0.

- **Resolution No. 021523-03 Granting Authority to Execute Environmental Buffer Easements**

As a part of the City of Lakeway's approval of the site development plan for construction of Elementary #8, the City will require the dedication of environmental buffer easements to the City of Lakeway and a waterway buffer easement to the LCRA. Given the timeline for completion of Elementary #8, the Administration requests that the Board grant the Superintendent or his designee authority to negotiate and execute any environmental buffer easements to the appropriate governmental entities on either the 89.89-acre tract or 25.5-acre tract of land owned by the District as required to obtain approval for the grading permits and site development permit for the Elementary #8 construction project.

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee William Beard to postpone indefinitely the Resolution No. 021523-03 granting authority to execute environmental buffer easements, as necessary for the Elementary #8 construction project.

This motion passed by a vote of 5-0.

- **Agreement Between Lake Travis ISD and City of Lakeway Regarding the Development and Construction of Elementary School #8**

The District recently purchased approximately 25 acres of land on which it intends to construct Elementary School #8. In order to open the school for the 2024-2025 school year, construction must begin by February 2023. The proposed school site is within the cooperate limits of the City of Lakeway. The City of Lakeway and the District have negotiated a development agreement for the purposes of providing a timely review and alternative standards under certain provisions of the City Code for the benefit of the construction project.

A **MOTION** was made by Trustee Phillip Davis and seconded by Trustee Bob Dorsett to postpone indefinitely the Development Agreement Between Lake Travis ISD and City of Lakeway regarding the Development and Construction of Elementary School #8 and authorize the Superintendent to execute the agreement.

This motion passed by a vote of 5-0.

- **Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1182) Located at - 4528 Bee Creek Rd, Spicewood, TX 78669 for Elementary School #8**

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision, “the construction of public primary and secondary schools or community colleges are exempt from participation fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).”

A **MOTION** was made by Trustee Bob Dorsett and seconded by Trustee William Beard to postpone indefinitely the Balcones Canyonlands Conservation Plan (BCCP) Contract #1182 and any amendments necessary to complete mitigation requirements as described in the contract.

This motion passed by a vote of 5-0.

- **Participation Contract - Balcones Canyonlands Conservation Plan (BCCP – 1181) Located at - 19110 State Hwy 71, Spicewood, TX 78669 for Elementary School #8**

In order to secure mitigation through the BCCP, Lake Travis ISD must sign a Participation Contract, be issued a Participation Certificate and comply with the terms and conditions of the BCCP regional 10(a)1(B) permit jointly held by the City of Austin and Travis County. When participating under the BCCP permit, there are two important requirements that relate to site clearing and subsequent construction activity that must be followed. These requirements are as follow:

1. From March 1st through August 31st, site clearing may not occur since Golden-cheeked Warblers and Black-Capped Vireo have returned to the area to nest.
2. If and immediately when construction activity uncovers new caves or significant karst features, site work should cease and the local U.S. Fish and Wildlife Services (USFWS) Austin Ecological Services Office (AESFO) should be notified from karst geological or biological consultants to assist in expediting the USFWS clearance for construction to resume.

In accordance with the Balcones Canyonlands Conservation Plan Shared Vision, “the construction of public primary and secondary schools or community colleges are exempt from participation fees for the construction of any such facilities which they will own and which are built within that jurisdiction (of the permit holder).”

A MOTION was made by Trustee Bob Dorsett and seconded by Trustee Phillip Davis to postpone indefinitely the Balcones Canyonlands Conservation Plan (BCCP) Contract #1181 and any amendments necessary to complete mitigation requirements as described in the contract.

This motion passed by a vote of 5-0.

- **Superintendent’s Employment Contract**

A MOTION was made by Trustee William Beard and seconded by Trustee Bob Dorsett to approve the revisions to the Superintendent’s Employment Contract as discussed at the January 25, 2023 board meeting.

This motion passed by a vote of 5-0.

Consent Agenda

- **January 18, 2023 Board Meeting Minutes**
- **January 25, 2023 Superintendent Summative Minutes**
- **2023-2024 Innovative Course Approval**
- **Locally Approved Courses for UIL No Pass/No Play Exemptions**
- **2023-2024 Off Campus Physical Education Providers**

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

The motion passed by a vote of 5 - 0.

Closed Session

Trustees adjourned into Closed Session at 9:30 p.m. on February 15, 2023, as permitted by Texas Government Code 551.001 et seq.

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).

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.

Upcoming Meetings and Events

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

- March 22, 2023 – 6:00 p.m. – Monthly Board Meeting, EDC (4th Wednesday, due to Spring Break)
- April 5, 2023 – 6:00 p.m. Budget Workshop, EDC
- April 19, 2023 – 6:00 p.m. Monthly Board Meeting, EDC

Open Session

Trustees returned from closed session at 11:34 p.m. There was no action after closed session.

Adjournment

There being no further action, the February 15, 2023 Board of Trustees’ meeting adjourned at 11:34 p.m.

John Aouelle, President

Kim Flasch, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023 Bond Program Delivery Method for Safety and Security Improvements

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Per Board Policy CV (Local), the project delivery method to be used for each construction contract valued at or above \$100,000 shall be the competitive sealed proposal, as determined and approved by the Board as the best value. If another method is deemed more appropriate for a particular construction project, the Superintendent or designee shall submit a recommendation for the Board to consider, determine, and approve a different project delivery method that provides the best value to the District.

Present and recommend the Job Order Contract (JOC) Delivery Method for the Summer of 2023, District Safety and Security Improvements and authorize the Superintendent or his designee to negotiate and execute the Job Order Contract. The recommended General Contractor for this work is American Constructors.

Job Order Contracting (JOC) is being recommended for this specific project. JOC is a procurement method used for maintenance, repair, alteration, renovation, remediation or minor construction of a facility. If the recommended delivery method is approved, the administration intends to bring the pricing to the Board for approval at a subsequent board meeting (March or April).

LTISD District Safety and Security Improvements:

- Exterior signage for all campuses that do not currently have exterior door number signage
- Window glass improvements throughout the district
- Improved classroom door hardware at the LTHS Annex and Hudson Bend Middle School

BUDGET PROVISIONS

2023 Bond Program

2022-2025 School Safety Standards Formula Grant

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

March 22, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TASB Policy Update 120 Affecting the Following Local Policies:

CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT – EMERGENCY PLAN

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FO(LOCAL): STUDENT DISCIPLINE

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

TASB regularly sends updates of legal and local policy reflective of legislative changes, court cases, Commissioner's rulings, letters, etc. Update 120 includes updates to the policies listed above and are designed to make certain policies uniform with TASB recommendations except when they are intended to reflect upon the district's District of Innovation Plan as in the case of FNG(LOCAL).

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Matthew Tiffie – General Counsel

ATTACHMENTS

Update 120 Packet

Local Policy Comparison Packet

MEETING DATE

March 22, 2023

U120 with additional revisions regarding DOI: 2.1.2023

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

In accordance with the District's innovation plan, complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. [See GKA]

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints **within the scope of Section 504, including complaints** concerning identification, evaluation, or educational placement of a student with a disability, ~~within the scope of Section 504~~ shall be submitted in accordance with FB and the procedural safeguards handbook.

9. **Complaints within the scope of the Individuals with Disabilities Education Act, including complaints** ~~Complaints~~ concerning identification, evaluation, educational placement, or discipline of a student with a disability, ~~within the scope of the Individuals with Disabilities Education Act~~ shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with **the EF series**.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. **Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.**

~~Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]~~

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

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

Freedom from Retaliation

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

General Provisions

Filing

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

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the parent or student fails to appear at a scheduled conference, the District may dismiss the complaint. If the complaint is dismissed, it may be refiled, but only within the original time period for filing a complaint.

Response

At Levels One and Two, “response” shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student’s or parent’s email address of record, or sent by U.S. Mail to the student’s or parent’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Representative

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

The student or parent may designate a representative through written notice to the District at any level of this process. If the student

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. A representative may not represent the student or parent without the complainant present unless the complainant has designated the representative through written notice to the District. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. If the District determines a complaint has been or could have been addressed in a previous complaint, the complaint shall be dismissed by written notice to the student or parent.

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

Untimely Filings

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

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

Costs Incurred

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

Complaint and
Appeal Forms

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

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents at the time of filing, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent, unless the student or parent did not know the documents existed before the Level One conference, or unless requested by the administrator hearing the complaint.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.

Level One

Complaint forms must be filed:

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

All complaints shall be filed at Level One. Upon review, the Superintendent or designee, at his or her sole discretion, shall assign the appropriate administrator to hear the complaint, and shall determine whether the complaint can be more appropriately addressed at Level Two based on the information submitted and relief sought.

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired and an extension due to extenuating circumstances has not been agreed upon, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing to the Superintendent or designee, on a form provided by the District, within ten days of the

date of the written Level One response or, if no response was received and no extension was agreed upon, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference. The Level Two administrator shall not be required to consider documentation not submitted or issues not presented at Level One.

The Level Two administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired and an extension due to extenuating circumstances has not been agreed upon, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provide by the District, within ten days of the date of the written response, or, if no

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

response was received and no extension was agreed upon, within ten days of the Level Two response deadline.

The Level Two administrator shall prepare and forward to the Superintendent or designee the record of the Level Two appeal. The Superintendent or designee shall provide a copy of the Level Two appeal to the Board. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

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

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing. The Board shall not be required to consider documentation not previously submitted or issues not previously presented.

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

At the Board's discretion, the Board may hear the complaint based on an oral presentation or upon written submission. If the complaint is heard on oral presentation, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation if the complaint is heard on oral presentation. The Level Three presentation, including the presentation by the student

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

If the complaint is heard on oral presentation, the Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

If the complaint is heard on written submission, the Board shall consider the complaint based on written submission at a scheduled Board meeting. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting after the Board considers the complaint. The written submission shall serve as the record of the Level Three proceeding before the Board, except that the Board is not required to consider documentation not previously submitted or issues not previously addressed.

¹ **Innovation Plan:** <https://www.ltidschools.org/>

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- 3.4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and director of extracurricular programs, a sponsor, a coach of an extracurricular activity, or another staff member responsible for supervision shall develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards.

A student who elects to participate in extracurricular or cocurricular activities shall be subject to the expectations of the staff member who is responsible for supervising the activity.

"Parent" Defined

Throughout the Student Code of Conduct and discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;

- b. The student's age;
 - c. The frequency of misconduct;
 - d. The student's attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a detention is served, a school staff member shall attempt to contact the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation. The student's parents may be required to provide transportation when the student has been assigned to detention.

**Corporal
Punishment**

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
- ~~4.~~ Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
- ~~5.~~ Control an irrational student.
- ~~6.4. Protect property from serious damage.~~

~~A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]~~