Notice of Regular
Board of Trustees
May 16, 2006

A Regular of the Board of Trustees will be held on May 16, 2006, beginning at 7:00 PM, in the Administration Building, 400 East Loop 340, Waco, TX 76705.

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 same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Roll Call, Establishment of Quorum, and Call to Order -- Mr. Phil Bancale
II. Opening Ceremony --
III. Approve Listing of Agenda Items -- Mr. Phil Bancale
IV. Recognition Items -- Dr. Monte Geren
    A. LVJHSGDC Students Qualifying for Recognition in the Duke University Talent Identification Program --
    B. LVHS Girls Track --
    C. LVHS Boys Track --
V. Public Participation -- Mr. Phil Bancale
VI. Oath of Office to Newly Elected Board Members, Election of Board Officers, and Presentation of Plaque -- Ms. Lori Mynarcik, Mr. Gary W. Williams, and Dr. Monte Geren
VII. Special Reports --
    A. Construction Report -- Mr. Cliff Brown
    B. Legislative Report -- Dr. Tamra Walthall
    C. Superintendent's Information to the Board -- Dr. Monte Geren
    D. Departmental Reports --
        1. Update on District Assessments -- Dr. Sharon M. Shields
VIII. Consider Approval of Consent Agenda Items --
    A. Minutes for Meetings Held -- Ms. Lori Mynarcik
    B. Approve Personnel Items -- Mr. Al Bishop
        1. Personnel Items - Contract Recommendations / Renewals, Resignations, Job Descriptions(s) or Revisions to Job Description(s), and Revisions to Paygrade Chart --
    C. Monthly Budget Analysis Report -- Mr. Charles Langlotz
    D. Tax Collection Report -- Mr. Gary W. Williams
    E. Budget Change Requests -- Mr. Gary W. Williams
    F. Textbook Report -- Ms. Maria Green
    G. Revisions to Policy EIE (LOCAL) Academic Achievement: Retention and Promotion / Recommendation for Grade 1 Retention and Promotion Policy for 2006-2007 and Beyond -- Dr. Sharon M. Shields
    H. Waiver Submissions to the Texas Education Agency -- Dr. Sharon M. Shields
        1. Staff Development Waiver Submission for 2006-2009 -- Dr. Sharon M. Shields
        2. Early Release Days for 2006-2007 -- Dr. Sharon M. Shields
        3. Modified Testing Schedule for 2007 -- Dr. Sharon M. Shields
IX. Old Business --

A. Consider Approval of Contract Renewal for Food Service Management -- Mr. Gary W. Williams

X. Action / Discussion Items --

A. Designation of Board Delegate and Alternate to the 2005 Texas Association of School Boards Delegate Assembly -- Dr. Monte Geren

B. Consider Approval of Contract with Connally ISD and Church of the Open Door for Day Care Services for the LVISD PEP Program -- Dr. Sharon M. Shields

C. Discussion of Budgetary Matters Related to the 2005-2006 and Future Budgets -- Dr. Monte Geren

D. Discussion and Possible Action Regarding Personnel Appointment, Personnel Contracts, Employment, Evaluation, Reassignment, Duties, Discipline, Dismissal, Complaint, or Charges -- Dr. Monte Geren

XI. Closed Meeting --

A. Discussion Regarding Personnel Appointment, Personnel Contracts, Employment, Evaluation, Reassignment, Duites, Discipline, Dismissal, Complaint, or Charges --

B. Confer With Employees of the District to Receive Information or Ask Questions (If Needed) --

C. Discussion Regarding Student Discipline (If Needed) --

D. Consultation with the District's Attorney (If Needed) --

XII. Adjournment --

XIII. Supplemental Reading --

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

_____

For the Board of Trustees

ROLL CALL, ESTABLISHMENT OF QUORUM, AND CALL TO ORDER

The meeting was called to order at _____ m.

Board of Trustees Members Present: _____

_____

Board of Trustees Members Absent: _____

_____

School Personnel Present: _____

_____

_____

_____

Others Present: _____

_____

_____

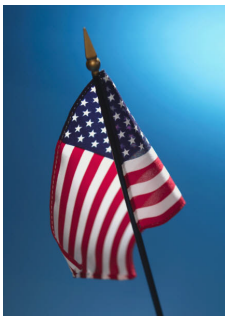
BOARD PRESIDENT:

THE OPENING CEREMONY CONSISTING OF THE PLEDGE OF ALLEGIANCE

TO THE AMERICAN FLAG AND TO THE TEXAS FLAG WILL BE PROVIDED BY:

_____

(NAME, TITLE, POSITION, LVISD CAMPUS/DEPT.)



PLEDGE TO UNITED STATES FLAG. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.



PLEDGE TO TEXAS FLAG: Honor the Texas Flag, I pledge allegiance to thee, Texas, one and indivisible.

APPROVE LISTING OF AGENDA ITEMS

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren and Board President

Background Information:
Board Members are asked to review the listing of agenda items.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Motion:

Second:

For:

Against

Abstain:

RECOGNITION ITEMS

LVJHSGDC Students Qualifying for Recognition in the Duke University Talent Identification Program
LVHS Girls Track
LVHS Boys Track

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

Background Information:
This portion of the board meeting is reserved to recognize students and staff for exemplary accomplishments beyond the District level.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

PUBLIC PARTICIPATION

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person(s):
Board President and Dr. Monte Geren

Background Information:
LVISD POLICY BED (LOCAL) -- Public Participation: At regular meetings the Board shall allot 30 minutes to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

Limit on Participation: Audience participation is limited to the portion of the meeting designated for that purpose. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the presiding officer. No presentation shall exceed five (5) minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

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

Complaints and Concerns—Complaints and concerns for which other resolution channels are provided shall be directed through those channels. The presiding officer or designee shall determine whether a person who wishes to address the Board has attempted to solve a matter administratively. If not, the person shall be directed to the appropriate policy to seek resolution before bringing the matter to the Board at a subsequent meeting.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

OATH OF OFFICE TO NEWLY ELECTED BOARD MEMBERS

Phil Bancale - At Large
Rodney Outlaw - At Large

I, _____, do solemnly swear that I will faithfully execute the office duties of a Board Trustee, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

ELECTION OF BOARD OFFICERS AND PRESENTATION OF SERVICE PLAQUE

President_____

Vice-President_____

Secretary_____

Assistant Secretary_____

SPECIAL REPORTS

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
N/A

Background Information:
This portion of the meeting is to provide special reports to the Board of Trustees.

Fiscal Implication:
N/A

Administrative Recommendation:
This report is being provided for informational purposes.

1. Construction Report

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Mr. Gary W. Williams and Mr. Cliff Brown

Background Information:
This portion of the board meeting is reserved to update the Board of Trustees on construction projects.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

La Vega ISD
Primary School
Construction Status
April 17, 2006

Work Item	Status									
	7/19/05	8/15/05	9/16/05	10/13/05	11/14/05	12/16/05	1/12/06	2/16/06	3/23/06	4/17/06
• Sanitary Sewer:	60%	90%	95%	95%	95%	95%	95%	100%	100%	100%
• Storm Water:	60%	90%	90%	90%	90%	90%	90%	100%	100%	100%
• Site Work	40%	40%	40%	60%	70%	70%	80%	85%	85%	85%
• Bus Loop:	0%	0%	0%	0%	0%	40%	45%	60%	70%	80%
• U. G Electrical:	60%	80%	90%	90%	95%	95%	95%	95%	100%	100%
• U. G. Plumbing:	60%	80%	90%	90%	95%	95%	95%	95%	100%	100%
• HVAC							60%	67%	80%	85%
• Fire Sprinkler							30%	51%	80%	85%
• Remodel Interior CPA	60%	60%	65%	80%	85%	86%	87%	90%	95%	98%
• Structural Steel			25%	75%	90%	95%	98%	98%	100%	100%
• Masonry				20%	50%	85%	90%	95%	98%	99%
• Curb & Gutter					10%	70%	70%	70%	80%	90%
• Metal Stud Framing					15%	50%	80%	90%	95%	99%
• Drywall						40%	60%	79%	95%	99%
• Tape and Bed						10%	30%	45%	90%	95%
• Painting							20%	45%	60%	70%
• Ceiling Grid								30%	40%	85%
• Ceramic Tile							01%	16%	60%	70%
• Windows								64%	95%	98%
• Roof										99%
• **Overall Completion**										**83%**

Lost Time to Date:

11 Weather days, 3 Cement ration days, 1 additional day on Dec. 7, 2005 for freezing rain and sleet. = 15 days.

La Vega ISD
Elementary School
Construction Status
April 17, 2006

Phase 2 Mazanec

	7/19/05	8/15/05	9 /15/05	10/13/05	11/14/05	12/16/05	1/12/06	2/16/06	3/23/06	4/18/06	5/11/06
• Fire Line Main:	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
• Sanitary Sewer:	70%	70%	95%	95%	95%	95%	95%	95%	95%	95%	95%
• Storm Water:	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
• Site Work	15 %	15%	15%	15%	15%	15%	40%	50%	50%	90%	90%
• Bus Loop:	15%	15%	15%	15%	15% `	20%	40%	50%	70%	70%	70%
• U. G Electrical:	90%	90%	90%	90%	90%	90%	90%	90%	95%	95%	95%
• U. G. Plumbing:	90%	90%	95%	95%	95%	95%	95%	95%	95%	95%	95%
• Select Demo											50%
• Plumb Rough-in											50%
• Elect. Ough-in											50%
• Wall framing											50%
• Old Bldg. Demo											10%
• **Over all completion**											**83%**

- **Lost time to date:**
  9 Weather days, 2 Cement ration days, 1 additional weather day for Dec. 7, 05 freezing rain and sleet. = Total 12 days.

Asbestos Abatement Sisk-Robb

40%

La Vega ISD
High School
Construction Status
May 11, 2006

Work Item	Status							
	10/15/05	11/14/05	12/16/05	1/12/06	2/16/06	3/23/06	4/17/06	5/11/ 06
• Site Work	90%	90%	90%	90%	90%	90%	90%	90%
• Storm Water	0	90%	90%	90%	90%	90%	98%	98%
• U. G Electrical:	0	90%	90%	90%	90%	100%	100%	100%
• Electrical Fixtures								75%
• Electrical Rough-in					70%	80%	90%	98%
• U. G. Plumbing:	0	90%	90%	96%	96%	96%	95%	100%
• Plumbing Rough-in					60%	75%	95%	98%
• Plumbing Fixtures								85%
• Structural Steel			15%	92%	98%	100%	100%	100%
• Masonry				45%	57%	97%	99%	98%
• Fire Proofing							100%	100%
• Painting							10%	48%
• Drywall							15%	96%
• HVAC								79%
• Gym Equipment								74%
• **Over all Completion**								**72%**

Lost Time to Date:

4 Weather days plus 5 days at beginning of the project for relocating unknown 12 " water line = Total 9 days

2. Legislative Report

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Tamra Walthall

Background Information:
This portion of the board meeting is reserved to update the Board of Trustees on legislative issues pertaining to public education.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

3. Superintendent's Report

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Tamra Walthall

Background Information:
This portion of the board meeting is reserved to update the Board of Trustees on calendar and miscellaneous items.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

DEPARTMENTAL REPORTS

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
N/A

Background Information:
This portion of the meeting is to allow district personnel to provide reports to the Board of Trustees.

Fiscal Implication:
N/A

Administrative Recommendation:
This report is being provided for informational purposes.

Update on District Assessments

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
Will be provided at the board meeting.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

CONSENT AGENDA ITEMS

Presented for:
Board action ☒ Report/Review Only ☒

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
N/A

Background Information:
The consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Motion: _____

Second: _____

For: _____

Against _____

Abstain: _____

Approve Minutes for Meeting(s) Held

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Monte Geren or Lori Mynarcik

Background Information:
The Board shall prepare and retain minutes or make a tape recording of each of its open meetings. The minutes shall state the subject matter of each deliberation and shall indicate each vote, order, decision, or other action taken by the Board. The minutes or tapes are public records and shall be made available for public inspection and copying on request to the Superintendent or designee.

Fiscal Implication:
None.

Administrative Recommendation:
Board review and approval.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District
3100 Bellmead Drive, Waco, Texas 76705-3096
254-799-4963 ♦ 254-799-8642 FAX

Office of the Superintendent

La Vega I.S.D. Board of Trustees
Minutes of the Called Meeting
April 18, 2006

BOARD MEMBERS PRESENT – Phil Bancale, Mildred Watkins, Rodney Outlaw, Kevin P. Harris (arrived at 5:52 p.m.), Henry C. Jennings, and Dr. Tamra Walthall.

BOARD MEMBERS ABSENT – Randy Devorsky.

SCHOOL PERSONNEL PRESENT – Dr. Monte Geren, Gary W. Williams, Cliff Brown, and Lori Mynarcik.

OTHERS PRESENT – None.

CALLED TO ORDER - Mr. Phil Bancale, Board President, established a quorum and brought the board meeting to order at 5:30 p.m.

CONDUCT WALK THROUGH AND INSPECTION OF LA VEGA ELEMENTARY SCHOOL - Mr. Bancale, Board President, declared a recess at 5:45 p.m. to conduct a walk through and inspection of La Vega Elementary School. The meeting was called back into session at 7:00 p.m.

CLOSED MEETING - None.

ADJOURNMENT - On a motion by Mr. Outlaw and seconded by Mrs. Watkins, the Board unanimously agreed to adjourn the called meeting at 7:00 p.m. on April 18, 2006.

_____
Date of Board Approval

_____
President, La Vega I.S.D. Board of Trustees

_____
Secretary, La Vega I.S.D. Board of Trustees

La Vega Independent School District
3100 Bellmead Drive, Waco, Texas 76705-3096
254-799-4963 ♦ 254-799-8642 FAX

Office of the Superintendent

La Vega I.S.D. Board of Trustees
Minutes of the Regular Meeting
April 18, 2006

BOARD MEMBERS PRESENT - Phil Bancale, Mildred Watkins, Rodney Outlaw, Dr. Tamra Walthall, Kevin P. Harris, and Henry C. Jennings.

BOARD MEMBERS ABSENT – Randy Devorsky.

SCHOOL PERSONNEL PRESENT - Dr. Monte Geren, Gary W. Williams, Dr. Sharon M. Shields, Al Bishop, Cliff Brown, and Lori Mynarcik.

OTHERS PRESENT - Eddie Generals, Bob Parker, Destini Pursley, Twila Pursley, Aaron Stiles, and Sharon Stiles.

CALLED TO ORDER AND OPENING CEREMONY - Board President Phil Bancale established a quorum and brought the board meeting to order at 7:00 p.m. Dr. Monte Geren, Superintendent, led the Pledge to the United States Flag and the Pledge to the Texas Flag.

APPROVED LISTING OF AGENDA ITEMS - Motioned by Dr. Walthall and seconded by Mrs. Watkins, the Board unanimously approved the listing of agenda items.

RECOGNITION ITEMS

LVHS Girls Soccer - The following members of the LVHS Girls Soccer Team were recognized for being named to the All District Soccer Team: Melissa Hernandez, First Team; Destini Pursley, Second Team; Leslie Stiles and Telly Walthall, Honorable Mentions; and Lesley Baker, Coach.

LVHS Boys Soccer - The following members of the LVHS Boys Soccer Team were recognized for being named to the All District Soccer Team: Manuel Uribe and Chris Garcia, First Team; Caleb Drake and Zach Sullivan, Second Team; Max Garcia, Jeff Waterhouse, and Vincent Sotelo, Honorable Mentions, and Paul Deleon, Coach.

PUBLIC PARTICIPATION - Lamissia Hampton addressed the Board Members regarding having qualified staff and guidelines for faculty at LVHS; parental involvement with faculty; and a PTA or PTO organization at LVHS.

SPECIAL REPORTS - Board Members were given the following special reports.

Construction Report - Mr. Cliff Brown, Director of Construction, provided a report on current construction projects.

Superintendent's Information to the Board - Dr. Geren updated the Board Members on upcoming calendar items and other miscellaneous information.

Legislative Report - Dr. Tamra Walthall, the Board's Legislative Liaison, told the Board Members that the legislature is back in session and updated the Board Members on some of the plans proposed to fund public education.

DEPARTMENTAL REPORTS

Update on Testing - Dr. Sharon M. Shields, Assistant Superintendent for Instructional Services, provided the Board Members with information on students who may not graduate as planned due to their failure to pass all sections of the TAAS or TAKS test. Approximately fifteen Seniors, eleven to twelve Juniors, and two out-of-school students are still trying to pass one or more sections of the state assessment. Dr. Shields commended the high school staff on their very committed and serious efforts to prepare these students to pass.

Child Care Services for PEP Program - A team of LVISD faculty and staff members conducted visits to area child care facilities in search of a facility to accommodate the children of LVISD PEP students (approximately fourteen students). The team determined that Connally ISD's Elm Mott Day Care Center was the facility that best met the needs of our students. Dr. Shields is working on an agreement between Connally ISD and La Vega ISD to provide for these services.

APPROVED CONSENT AGENDA ITEMS - On a motion by Mr. Jennings and seconded by Mr. Harris, the Board unanimously approved the following Consent Agenda items:

- The minutes for the March 28, 2006 regular board meeting;
- The resignations of Kelly Bray, Missy Canet, Jeremy McCAig, Allyson Reister, Heather Sullivan, and Lewis Cass;
- The contract recommendation for Nereida Becerra;

- The job description for Lead Teacher for La Vega Learning Center;
- The revisions to the La Vega ISD 2005-2006 Paygrade Chart;
- The Textbook Update;
- The Monthly Budget Analysis Report as of March 31, 2006;
- The Tax Collection Reports for March, 2006; and
- The 2006-2007 La Vega High School Course Selections.

ACTION / DISCUSSION ITEMS - The following items were considered and/or approved by the Board of Trustees.

Approved Substantial Completion of New Construction of La Vega Elementary School - Motioned by Dr. Walthall and seconded by Mr. Outlaw, the Board Members unanimously approved the substantial completion of Phase One Additions for construction of the new La Vega Elementary School.

Approved Change Order #3 for La Vega Primary School - On a motion by Mr. Harris and seconded by Mr. Outlaw, the Board unanimously approved the Change Order #3 for construction of La Vega Primary School. The current contract price will be increased by $8,582.00; however, the net effect will be an increase of $345.05 over the original contract sum. Change order #3 encompasses three minor changes: 1) Adding a steel beam in one of the mezzanine openings, 2) Adding locks to the teacher closets, and 3) adding a service platform for the outside air unit in the Covered Play Area building.

Approved Change Order #3 for La Vega Elementary School - Motioned by Dr. Walthall and seconded by Mr. Outlaw, the Board unanimously approved Change Order #3 for construction of La Vega Elementary School. The contract price will be increase by $369.00; however the cost will be reimbursed by the architect/engineering firm. Change Order #3 encompasses minor wiring changes.

Approved Change Order #2 for La Vega High School - Motioned by Mr. Outlaw and seconded by Mr. Jennings, the Board approved Change Order #2 for La Vega High School (voting for the motion were Outlaw, Jennings, Watkins, Harris, and Bancale; and Walthall voting against the motion). The Guaranteed Maximum Price will be reduced from $1,904,508.00 to $1,801,497.00. Change Order #2 encompasses: 1) Adding air conditioning to the Main Server Room originally planned in Phase 2, 2) Deleting new exterior letters; 3) Deleting various fir dampers, 4) Adding mixing valves for the sinks in the new restrooms, and 5) Deleting the entire cost of Alternate Bid #4, which was to replace the front drive.

Tabled Action on the Contract for Food Service Management - Dr. Walthall made a motion to table any action on the contract for food service management with

Sodexho School Services. Mr. Harris seconded the motion and it was unanimously approved.

Approved La Vega ISD Wellness Plan - Motioned by Mr. Outlaw and seconded by Mr. Harris, the Board unanimously approved the La Vega ISD Wellness Policies on Physical Activity and Nutrition. In 2005 the Federal Government enacted the WIC Authorization Act and one of the provisions is that each school district in the U. S. must complete a Wellness Policy that must be adopted the Board of Trustees and submitted to the State for approval. This Wellness Policy was put together by two individual committees including the Student Health Advisory Committee and the Parent Advisory Committee with the help of Mr. Eddie Generals, Director of Child Nutrition Services, and Ms. Maria Green, Director of Special Programs. Dr. Geren expressed appreciation to the committee members, Mr. Generals, and Ms. Green for their efforts to develop this policy.

First Reading for Policy EIE (LOCAL) Academic Achievement: Retention and Promotion / Recommendation for Grade 1 Retention and Promotion Policy for 2006-2007 and Beyond - Board Members reviewed revisions to Policy EIE (LOCAL) that will revise the grading system for Grade 1. La Vega Elementary School has requested that the first grade progress grading system be changed to parallel that of the second and third grades since Grade 1 will be located at La Vega Elementary School beginning next school year.

Discussed Budgetary Matters Related to the FY 2005-2006 and Future Budgets - Dr. Geren gave the Board a briefing on the Administration's efforts to reduce and/or eliminate the budget deficit in the 2005-06 budget and on the progress made in identifying potential budget reduction actions for the 2006-07. Dr. Geren reminded the Board of the effort to reduce or eliminate the current year deficit that has been on going since the date of the original budget approval. He notified the Board of budget cuts that have been initiated for several personnel positions that have been vacated by attrition during this school year. Additionally, campus administrators, department heads, and other budget managers have been consulted and additional budget reductions have been identified that are expected to result in "under spending", thus equating to a further reduction in the budget deficit. The District's revenue picture remains a concern because the state aid related to student attendance and other state funds that flow to the District through the funding formulas is likely to be less than projected. The effect of the revenue shortfall would be to increase the amount of the projected deficit. Other concerns described by Dr. Geren included the potential for over spending budgeted amounts for electric and gas utilities.

Preliminary development of the 2006-07 budget is also underway with an intensive effort to identify costs that can be reduced or eliminated. Dr. Geren stated that the

Board has already approved several program changes that will result in savings. Additional savings can be expected through the elimination of personnel positions that are no longer supported by student enrollment or are not considered an essential need. These reductions have been discussed with principals, directors, and department heads and will be approved by the Board as budget development continues and/or at the time of final approval of the 2006-07 budget.

Dr. Geren concluded by reminding the Board that we are making every effort to maximize revenues while reducing expenditures in virtually every area of the current budget; however, it is not possible to estimate the fund balance that might remain at the conclusion of this fiscal year at this time because of the numerous variables. The District completed the last fiscal year with a $1,950,000 fund balance with which to cover some construction costs and any operating budget deficit that might remain. Additionally, the Board has authorized the Administration to secure a lease-purchase arrangement of $650,000 to acquire equipment and furnishings for the new elementary, new primary school, and high school addition as a more practical way of providing these items and as a means of preserving fund balance.

Approved Non-Renewal of Secondary Chorale Teacher - Dr. Walthall made a motion to approve the non-renewal of Mr. Earl Presley, the secondary chorale teacher, due to the elimination of the secondary chorale program. Mr. Harris seconded the motion, and it passed (Walthall, Harris, Watkins, Jennings, and Bancale voting for the motion; Outlaw voting against the motion).

CLOSED MEETING - A closed session of the Board was declared at 8:07 p.m. on April 18, 2006 as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.075 to confer with employees of the District to receive information or to ask questions. The closed meeting ended at 8:09 p.m.

ADJOURNMENT - On a motion by Mr. Harris and seconded by Mr. Jennings, the Board unanimously agreed to adjourn the meeting at 8:25 p.m. on April 18, 2006.

_____

Date of Board Approval

_____

President, La Vega I.S.D. Board of Trustees

_____

Secretary, La Vega I.S.D. Board of Trustees

Personnel Items

1. **Personnel Resignations, Contract Renewals, and Contract Recommendations**
2. **Job Description(s) or Revisions to Job Description(s)**
3. **Paygrade Chart or Revisions to Paygrade Chart**

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Note: Additional personnel items finalized after board agendas have been printed will be submitted at the board meeting.

Contact Person:
Mr. Al Bishop

Background Information:
Board Members approve the resignations of all professional personnel.

The Board of Trustees of any independent school district may employ by contract a superintendent, a principal or principals, teachers, or other executive officers for a term not to exceed the maximum specified in this section. In those independent school districts with a scholastic population of fewer than 5,000, the term of such contracts shall not exceed three years.

The personnel department, campus principals, and management teams interview and check references on each applicant who makes application to become a member of the staff of the La Vega Independent School District.

The Board of Trustees must approve revisions to the LVISD Job Description Manual.

Fiscal Implication:
Personnel salaries are a budgeted item.

Administrative Recommendation:
Board approval of the resignations, contract renewals, contract recommendations, job descriptions or revisions to job descriptions, and revisions to the Paygrade Chart as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Personnel Recommendations

The following employee is recommended for employment for the 2006- 2007 school year.

Name	Assignment
Charla Griffin	Success Teacher LVLC Replacing: Jamie Doolittle
Chad Heath	Counselor/Teacher LVE New Position
Nathan Jones	AEP Teacher LVLC Replacing: Brad Lewis
Candice McAdams	Resource Math Teacher LVJH Replacing: Linda Barkley
Yolanda Thompson	1st Grade Teacher LVE Replacing: Cheri Beuerlein

I hereby authorize the administration to utilize my signature stamp to issue contracts to personnel and approve resignations as recommended herein.

_____

President, La Vega ISD Board of Trustees

May 16, 2006

Personnel Resignations

RESIGNATIONS

The following resignations are presented for approval:

Name	Assignment	Reason for Resignation
Linda Barkley	$7^{th}/8^{th}$ Resource Math Teacher LVJH	Retiring
Kandice Hanna	Educational Diagnostician Special Ed	Relocating
Chad Heath	Counselor LVIS – HPM	Wants to work as Counselor/Teacher
Nathan Jones	AEP/Teacher/Coach LVHS	No longer wants to coach

I hereby authorize the administration to utilize my signature stamp to issue contracts to personnel and approve resignations as recommended herein.

_____

President, La Vega ISD Board of Trustees

May 16, 2006

COUNSELOR/TEACHER

Reports To: Principal

Dept / Campus: La Vega Elementary

Pay Grade: P-211

Board Approval: May 2006

PRIMARY PURPOSE:

Plan, implement, and evaluate a comprehensive program of guidance, including counseling services to school assigned. Use a planning process to define needs and priorities of population served. Provide a proactive, developmental guidance program for all students to maximize personal growth and development.

Provide students with appropriate learning activities and experiences designed to fulfill their potential for intellectual, emotional, physical and social growth. Enable students to develop competencies and skills to function successfully in society.

QUALIFICATIONS:

Education/Certification:
A master's degree in guidance and counseling
Valid Texas counselor's certificate
Valid Texas teaching certificate, with required endorsements for subject/level assigned

Special Knowledge/Skills:
Knowledge of counseling procedures, student appraisal, and career development
Excellent organizations, communication, and interpersonal skills
Maintain a calm and patient demeanor with students and others

Experience:
Three years teaching experience
At least one semester of student teaching or approved internship

MAJOR RESPONSIBILITIES AND DUTIES for Counselor

Program Management	1.	Effectively plan the school guidance and counseling program to meet identified needs.
	2.	Teach the school developmental guidance curriculum.

Counselor/Teacher cont**.**

	3.	Assist teaching staff in teaching of guidance-related curriculum.
	4.	Provide guidance to individuals and groups of students to develop education, career and personal plans.
	5.	Provide counseling to individuals and small groups relative to their concerns.
	6.	Collaborate with other school and district staff to design testing and appraisal programs for students.
	7.	Use an effective referral process to help students and others use special programs and services.
	8.	Compile, maintain, and file all reports, records, and other documents required.
	9.	Comply with policies established by federal and state law, State Board of Education rule, and the local board policy in the area of guidance and counseling.
School Climate	10.	Present for students a positive role model that supports the mission of the school district.
School Improvement	11.	Assess and respond to needs related to job responsibilities.
	12.	Develop and coordinate a continuing evaluation of the guidance program and implement changes based on the findings.
Student Management	13.	Consult with parents, teachers, administrators, and other relevant individuals to enhance their work with students.
Professional Growth and Development	14.	Develop needed professional skills appropriate to job assignments.
School/ Community Relations	15.	Articulate the district's mission and goals in the area of counseling to the community and solicit its support in realizing the mission.
	16.	Demonstrate awareness of school-community needs and initiate activities to meet those identified needs.

Counselor/Teacher con't**.**

17. Demonstrate the use of appropriate and effective techniques for community and parent involvement.

MAJOR RESPONSIBILITIES AND DUTIES for Teacher:

Instructional Strategies

1. Develop and implement plans for the curriculum program assigned and show written evidence of preparation as required.

2. Present the subject matter according to guidelines established by Texas Education Agency, board policies and administrative regulations.

3. Cooperate with other members of the staff in planning and implementing instructional goals, objectives, and methods according to district requirements.

4. Conduct assessment of student learning styles and use results for instructional activities.

5. Plan and use appropriate instructional/learning strategies, activities, materials and equipment that reflect accommodation for individual needs of students assigned.

6. Work cooperatively with special education teachers to modify curricula as needed for special education students according to guidelines established by Individual Education Plans (IEP).

7. Plan and supervise purposeful assignments for teacher aide(s) and/or volunteer(s).

8. Use technologies in the teaching/learning process.

Student Growth and Development

9. Assist students in analyzing and improving methods and habits of study.

10. Consistently assess student achievement through formal and informal testing.

11. Provide instructional modifications for special need students, e.g., bilingual, ESL, Special education, 504, etc.

Counselor/Teacher con't**.**

	12.	Assume responsibility for extracurricular activities as assigned and may sponsor outside activities approved by the school.
	13.	Present for students a positive role model that supports the mission of the school district.
Classroom Management and Organization	14.	Create a classroom environment conducive to learning and appropriate to the maturity and interests of students.
	15.	Manage student behavior in the classroom and administer discipline according to board policies, administrative regulations, and IEP.
	16.	Take all necessary and reasonable precautions to protect students, equipment, materials and facilities.
	17.	Assist in the selection of books, equipment and other instructional materials.
Communication	18.	Establish and maintain open line of communication with students and their parents
	19.	Maintain a professional relationship with all colleagues, students, parents and community members.
	20.	Use acceptable communication skills to present information accurately and clearly.
Professional Growth and Development	21.	Participate in the district staff development program.
	22.	Demonstrate interest and initiative in professional improvement.
	23.	Demonstrate behavior that is professional, ethical and responsible.
Policy Implementation	24.	Keep informed of and comply with state, district and school regulations and policies for classroom teachers.
	25.	Compile, maintain and file all reports, records and other documents required.
	26.	Attend and participate in faculty meetings and serve on staff committees as required.

Counselor/Teacher con't**.**

SUPERVISORY RESPONSIBILITIES:

Supervise assigned counseling aide(s), clerical employee(s), or teacher's aide as needed

WORKING CONDITIONS:

Mental Demands:
Ability to communicate (verbally and written)
Ability to instruct; maintain control under stress
Ability to manage others in a non-coercive manner
Maintain a clear focus on customer delight

Physical Demands:
Ability to lift and carry 50 lb
Occasional local and statewide travel
Frequent prolonged & irregular hours
Outdoor exposure to sun & heat

The foregoing statements describe the general purpose and responsibilities assigned to this job, and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

_____ _____

Employee Date

_____ _____

Supervisor Date

DISTRICT PEIMS/STUDENT SERVICES CLERK

Reports To: Executive Director of Personnel & Administrative Services and Campus Principal

Dept / Campus: LVHS

Pay Grade: S-602

Board Approval: May 2006

PRIMARY PURPOSE / FUNCTION:

To provide accurate and continuous personnel and pupil accounting data; collect, compile, monitor, and report campus and district attendance and PEIMS data.

QUALIFICATIONS:

Education/Certification:
High School education or equivalent

Special Knowledge/Skills:
Proficient skills in typing, word processing, and file maintenance
Functional knowledge of data entry, analysis, personnel, and pupil accounting methods
Effective organizational, communication, and interpersonal skills
Patient and calm demeanor with students and others

Experience:
Previous office experience in an education environment
Knowledge of PEIMS/Student Accounting

MAJOR RESPONSIBILITIES AND DUTIES:

1. Facilitate implementation of strict and accurate student accounting procedures district-wide

2. Facilitate and ensure accurate district-wide data management including PEIMS.

3. Compile and enter student and personnel PEIMS data.

4. Provide timely and accurate reports relative to PEIMS data and student attendance for funding purposes.

5. Coordinate campus level attendance accounting procedures.

District PEIMS/Student Services Clerk cont.

6. Serve as liaison between Education Service Center, Region XII, and LVISD regarding attendance reporting, data collection, and PEIMS management.

7. Serve as Win School Administrator for LVISD District and train PEIMS clerks as needed in Win School use.

8. Assist and train designated attendance personnel in PEIMS and attendance accounting procedures at each campus.

9. Assist office personnel and administrators with student, teacher and parent needs.

10. Prepare monthly enrollment, end of year student turnover, and in-district student transfer reports for the administration. Prepare weekly enrollment reports for campuses and administration.

11. Generate query reports for administrators and campus support staff.

12. Process in-district student transfers and provide reports to the administration in a timely manner.

13. Maintain strict confidentiality of student and personnel data.

14. Monitor class size and student: teacher ratios at all campuses.

15. Receive incoming calls, take reliable messages during summer hours.

16. Accurately enter PEIMS Leaver and course completion information into the computer.

17. Provide timely and accurate reports to administration, such; failure reports for students, failure reports for teachers and courses and honor roll reports, etc.

18. Maintain and update all student records (transcripts), at the end of the year and as students leave, run report cards and progress reports with attendance report included.

19. Provide support for attendance, PEIMS, office clerks, and teachers.

20 Assist in the development of a master schedule of classes. Assist in putting in student requests, scheduling students, balancing classes and running required reports such as class sizes and schedules to be verified.

21. Assign student homerooms and lockers for the beginning of the new year.

22. Maintain, update and verify student grades and GPAs.

23. Notify, and write classes to update teacher rosters and have schedules printed for those students enrolling or changing schedules.

24. Provide assistance to students regarding login passwords

25. Maintain the Leaver Audit Policies & Procedures book

26. Assist teachers with setting up and maintaining their electronic grade book.

27. Participate in staff development training programs, faculty meetings, and training from the educational service center as needed and required

28. Serve as a Technology liaison for the campus.

29. Perform other duties as assigned by the campus principal or Executive Director of Personnel.

EQUIPMENT USED:

Uses computer, typewriter, printer, copier, and calculator.

WORKING CONDITIONS:

Mental Demands:
Ability to communicate (verbally and written)
Ability to instruct and model desirable skills and attitudes
Ability to remain productive and maintain control under stress
Ability to supervise others in a non-coercive manner

District PEIMS/Student Services Clerk cont.

Physical Demands:
Moderate district-wide travel
Irregular working hours at PEIMS submission time
Ability to lift and carry 50lb.

The foregoing statements describe the general purpose and responsibilities to this job and are not an exhaustive list of all responsibilities, duties and skills that may be required.

_____ _____

Employee Date

_____ _____

Supervisor Date

LA VEGA I. S. D. 2005-2006 PROFESSIONAL PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: P-0 (Salaries are represented by daily rates.)				
Instructor – MCCA	P-001	$91.54	$111.64	$131.73
Coach (Part-time) – STIPEND ONLY	P-002			
PAYGRADE: P-1 (Salaries are represented by annual rates.)				
Case Worker/Social Worker	P-101	$29,000 ($155.08 daily)	$37,000 ($197.86 daily)	$45,000 ($240.64 daily)
Librarian	P-102			
Registered Nurse	P-103			
Speech Pathologist (non-ASHA certified)	P-104			
Teacher	P-105			
Teacher/Coach	P-106			
Technology Specialist (Technician)	P-107			
Technology Specialist (Trainer)	P-108			
Parent Educator	P-109			
Speech Therapy Assistant	P-110			
Teacher/Intern	P-111			
Migrant/LEP Specialist	P-112			
Athletic Trainer	P-113			
Teacher - Local District Permit	P-114			
Lead Teacher – La Vega Learning Center	P-115			
PAYGRADE: P-2 (Salaries are represented by annual rates.)				
Coordinator of Curriculum & Instruction	P-201	$38,406	$46,837	$55,267
Counselor (Elementary)	P-202			
Counselor (Secondary)	P-203			
Educational Diagnostician	P-204			
Instructional Facilitator	P-205			
Speech Pathologist (ASHA certified)	P-206			
Instructional Facilitator – Technology	P-207			
Licensed Specialist/School Psychology (LSSP)	P-208			
Reading Coach	P-209			
Math/Science Coach	P-210			
Counselor/Teacher	P-211			
PAYGRADE: P-3 (Salaries are represented by annual rates.)				
Asst. Principal -Instruction/Elementary	P-301	$42,630	$51,988	$61,345
Asst. Principal - Instruction/Secondary	P-302			
Asst. Principal – Student Services	P-303			
Director of Athletics/Head Coach	P-304			
Director of Music/Head Band Director	P-305			
Director of Technology	P-306			
Director of Special Programs	P-307			
Director of Special Education	P-308			
Director of Family Resource Center	P-309			
PAYGRADE: P-4 (Salaries are represented by annual rates.)				
Director of Finance	P-401	$51,664	$63,005	$73,345
Director of Operations – MCCA	P-402			
Principal (Grades PK-8)	P-403			

Approved by the LVISD Board of Trustees ~ May 16, 2006

LA VEGA I. S. D. 2005-2006 PROFESSIONAL PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: P-5 (Salaries are represented by annual rates.)				
Principal (Grades 9-12) Executive Director for Personnel & Administrative Services Director of Construction Services	P-501 P-502 P-503	$57,344	$69,932	$82,519
PAYGRADE: P-6 (Salaries are represented by annual rates.)				
Assistant Superintendent for Instructional Services	P-601	$63,650	$77,622	$91,593
PAYGRADE: P-7 (Salaries are represented by annual rates.)				
Deputy Superintendent for Support Services	P-701	$70,651	$86,160	$101,668
PAYGRADE: P-8 (Salaries are represented by annual rates.)				
Superintendent	P-801	$78,501	$95,733	$112,964

Approved by the LVISD Board of Trustees ~ May 16, 2006

LA VEGA I. S. D. 2005-2006 SUPPORT PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: S-0 (Wages are represented by hourly rates.) Temporary Clerical Aide	S-001	$6.11	$7.46	$8.80
PAYGRADE: S-1 (Wages are represented by hourly rates.) Receptionist/Nursing & Clerical Aide Clerical Aide Instructional Aide (Regular/Resource Room) Mental Health Evaluation Clerk (MCCA) Instructional Aide (Family Resource Center) Technology Assistant Receptionist	S-101 S-102 S-103 S-104 S-105 S-106 S-107	$7.74	$9.44	$11.13
PAYGRADE: S-2 (Wages are represented by hourly rates.) Counseling Center Clerk Health Aide Special Assignment Aide (Computer Lab) Special Assignment Aide (MCCA) Special Assignment Aide (OCS/AEP) Special Assignment Aide (Special Education) Special Assignment Aide Special Assignment Aide (Family Resource Center) Clerical Aide (Library) CDA Teacher (Family Resource Center)	S-201 S-202 S-203 S-204 S-205 S-206 S-207 S-208 S-209 S-210	$8.52	$10.40	$12.27
PAYGRADE: S-3 (Wages are represented by hourly rates.) Receptionist/Support Services Clerk Secretary – Family Resource Center Warehouse/Accounting Clerk	S-301 S-302 S-303	$9.39	$11.45	$13.51
PAYGRADE: S-4 (Wages are represented by hourly rates.) Administrative Secretary I (Campus) Student Services/Accounting Clerk Administrative Secretary I (Food Service) Payroll Clerk Accounting Clerk Admin. Secretary I (Special Education) Administrative Secretary I – Technology Department Student Accounting Clerk – MCCA Campus Attendance Coordinator	S-401 S-402 S-403 S-404 S-405 S-406 S-407 S-408 S-409	$10.43	$12.72	$15.00

Approved by the LVISD Board of Trustees ~ May 16, 2006

LA VEGA I. S. D. 2005-2006 SUPPORT PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: S-5 (Wages are represented by hourly rates.)				
Administrative Secretary II	S-501	$11.57	$14.11	$16.65
Administrative Assistant - MCCA	S-502			
Attendance Field Officer	S-503			
Employee Benefits/Personnel Clerk	S-504			
PAYGRADE: S-6 (Wages are represented by hourly rates.)				
Accounts Payable/Purchasing Clerk	S-601	$12.90	$15.74	$18.57
District PEIMS/Student Services Clerk	S-602			
PEIMS/Personnel Specialist	S-603			
Technology – Asst. Network Manager	S-604			
PAYGRADE: S-7 (Salaries are represented by daily rates based on 7.5-hour workdays.)				
Admin. Asst. to the Supt./Public Info. Officer	S-701	$112.28	$136.93	$161.57
Admin. Asst. for Personnel & Admin. Services	S-702			
Admin. Asst. for Business Services	S-703			
Technology Assistant/Network Manager	S-704			
Admin. Asst. for Instructional Services	S-705			
Technology Asst./Technician	S-706			

Approved by the LVISD Board of Trustees ~ May 16, 2006

LA VEGA I. S. D. 2005-2006 AUXILIARY PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: A-1 (Wages are represented by hourly rates.) Cafeteria Worker Cafeteria Worker - FRC Security/Patrol Clerk Cafeteria Monitor Temporary Auxiliary	 A-101 A-102 A-103 A-104 A-105	$6.30	$7.68	$9.06
PAYGRADE: A-2 (Wages are represented by hourly rates.) Cook I Custodian Relief Custodian Custodian – LVFRC	 A-201 A-202 A-203 A-204	$6.87	$8.38	$9.89
PAYGRADE: A-3 (Wages are represented by hourly rates.) Cook II Cook III	 A-301 A-302	$7.57	$9.23	$10.89
PAYGRADE: A-4 (Wages are represented by hourly rates.) General Maintenance I Assistant Cafeteria Manager Cafeteria Manager-In-Training	 A-401 A-402 A-403	$8.40	$10.24	$12.03
PAYGRADE: A-5 (Wages are represented by hourly rates.) Cafeteria Manager Head Custodian General Maintenance II Food Service/Warehouse Manager	 A-501 A-502 A-503 A-504	$9.32	$11.37	$13.41
PAYGRADE: A-6 (Wages are represented by hourly rates.) Leadman - General Maintenance Maintenance/HVAC & Refrigeration Technician	 A-601 A-602	$10.34	$12.61	$14.88

Approved by the LVISD Board of Trustees ~ May 16, 2006

LA VEGA I. S. D. 2005-2006 AUXILIARY PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: A-7 (Salaries are represented by daily rates based on 8 hour workdays.)				
Safety & Environmental Compliance Specialist	A-701	$105.46	$128.61	$151.76
Assistant Maintenance Director/Lead Technician	A-702			
Custodial Supervisor	A-703			
PAYGRADE: A-8 (Salaries are represented by daily rates based on 8 hour workdays.)				
Director of Maintenance	A-801	$138.21	$168.55	$198.89

Approved by the LVISD Board of Trustees ~ May 16, 2006

Monthly Budget Analysis Report

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

Background Information:
The District compiles and reports budget and expenditure data to the Board on a monthly basis. The report is organized by major fund category (General, Special Revenue, Debt Service, and Capital Projects) and function category within fund category.

Fiscal Implication:
The budget report reflects all transactions through the end of the month preceding the Regular Board meeting. Reports are cumulative throughout the fiscal year, which begins September 1.

Administrative Recommendation:
It is recommended that the Board approve the Monthly Budget Analysis Report as submitted.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District
Statement of Unaudited Revenures and Expenditures - Budget vs. Actual
As of 04/30/06

GENERAL FUND
-199

DATA CONTROL CODES		ANNUAL BUDGET	PERIOD RECEIPTS/ EXPENDITURES	Y-T-D RECEIVED/ ENC + EXP	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT TO TOTAL	PERCENT OF YEAR ELAPSED
5700	LOCAL	$6,340,781.62	$72,584.03	$5,948,023.40	$392,758.22	93.81%	66.67%
5800	STATE	$10,576,619.00	$816,709.55	$6,113,222.52	$4,463,396.48	57.80%	66.67%
5900	FEDERAL	$65,000.00	$45,330.39	$72,919.03	($7,919.03)	112.18%	66.67%
5020	**TOTAL REVENUES**	$16,982,400.62	$934,623.97	$12,134,164.95	$4,848,235.67	71.45%	66.67%
	EXPENDITURES						
0011	Instruction	$9,327,231.59	$945,285.00	$6,818,322.74	$2,508,908.85	73.10%	66.67%
0012	Instr Resources/Media Services	$327,530.00	$33,124.46	$230,767.21	$96,762.79	70.46%	66.67%
0013	Curriculum & Staff Development	$183,027.63	$9,489.37	$63,111.27	$119,916.36	34.48%	66.67%
0021	Instructional Leadership	$280,305.00	$19,175.44	$155,204.20	$125,100.80	55.37%	66.67%
0023	School Leadership	$1,359,535.00	$113,349.89	$885,440.76	$474,094.24	65.13%	66.67%
0031	Guidance, Counseling & Evaluation	$773,793.00	$67,427.57	$505,878.43	$267,914.57	65.38%	66.67%
0032	Attendance & Social Services	$68,991.00	$0.00	$56,124.37	$12,866.63	81.35%	66.67%
0033	Health Services	$210,028.00	$19,580.64	$136,422.22	$73,605.78	64.95%	66.67%
0034	Student Transportation	$676,550.00	$68,860.30	$512,746.89	$163,803.11	75.79%	66.67%
0035	Food Services	$0.00	$0.00	$3,737.98	($3,737.98)	0.00%	66.67%
0036	Extracurricular Activities	$643,893.40	$69,119.23	$441,304.13	$202,589.27	68.54%	66.67%
0041	General Administration	$1,004,837.00	$55,800.52	$605,496.96	$399,340.04	60.26%	66.67%
0051	Plant Maintenance & Operations	$2,074,254.00	$148,017.94	$1,253,215.16	$821,038.84	60.42%	66.67%
0052	Security & Monitoring Services	$31,874.00	$891.45	$23,225.58	$8,648.42	72.87%	66.67%
0053	Data Processing Services	$367,181.00	$98,758.83	$323,198.11	$43,982.89	88.02%	66.67%
0061	Community Services	$238,098.00	$7,883.37	$69,756.14	$168,341.86	29.30%	66.67%
0071	Debt Service	$0.00	$0.00	$401,015.06	($401,015.06)	0.00%	66.67%
0081	Facility Acquisition & Construction	$618.00	$0.00	$840.00	($222.00)	135.92%	66.67%
0095	Payment to JJAEP	$111,700.00	$33,592.00	$90,992.00	$20,708.00	81.46%	66.67%
0000	Other Resources/Uses	$0.00	$0.00	$0.00	$0.00	0.00%	66.67%
6030	**TOTAL EXPENDITURES**	$17,679,446.62	$1,690,356.01	$12,576,799.21	$5,102,647.41	71.14%	66.67%
	OPERATING TRANSFERS						
7910	Other Resources				$0		
8910	Other Uses				$0		
	TOTAL OPERATING TRANSFERS				$0		
1200	Net Change in Fund Balance	($697,046.00)		($442,634.26)			
0100	Fund Balance - Sept. 1	$1,980,884.00		$1,980,884.00			
3000	Fund Balance - Aug 31 (unaudited)	$1,283,838.00		$1,538,249.74			

Prepared: 05/04/06

Tax Collection Report

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

Background Information:
The District contracts with the McLennan County Tax Office for the collection of taxes. As a part of this service, the County Tax Office supplies us with a monthly cumulative summary of taxes collected. This report is submitted as a part of each month's Consent Agenda.

Fiscal Implication:
The "Tax Collector Monthly Report" shows cumulative payments and percent collected for both current and delinquent taxes.

Administrative Recommendation:
It is recommended that the Board approve the Tax Collection Monthly Report as submitted.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

JURISDICTION: 0006 LA VEGA ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	1.000000	1,645.27	83

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1984	1,645.27	315.54-	424.86-	0.00	2.31	1,218.10	.19	109.32-
****	1,645.27	315.54-	424.86-	0.00	2.31	1,218.10		0.00

JURISDICTION: 0028 LA VEGA ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	407,918,108	299,669-	407,618,439	1.692500	6,677,730.07	5,959

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2005	6,688,442.29	20,347.06	10,712.22-	36,899.53	6,243,285.40	434,444.67	93.49	368.92-
2004	213,617.14	23,587.49	17,715.23	6,425.09	103,960.04	127,372.33	44.94	374.92-
2003	75,595.04	22,623.45	22,343.56	435.65	24,991.77	72,946.83	25.52	336.75-
2002	46,902.56	23,079.19	22,786.60	72.82	6,247.42	63,441.74	8.96	348.27-
2001	28,549.99	1,710.36	1,617.22	14.54	3,174.81	26,992.40	10.52	103.05-
2000	58,152.06	.00	15.50	84.06	2,733.40	55,434.16	4.70	103.05-
1999	21,238.50	.00	15.50	85.07	1,493.34	19,760.66	7.03	103.05-
1998	19,143.22	.00	129.15	92.20	872.38	18,399.99	4.53	0.00
1997	15,827.83	.00	129.15	58.35	715.97	15,241.01	4.49	0.00
1996	19,958.27	.00	0.00	8.63	491.47	19,466.80	2.46	0.00
1995	13,540.03	5,431.93-	5,302.78-	8.63	360.11	7,877.14	4.37	3,350.19-
1994	9,353.04	2,525.78-	2,555.73-	8.63	214.85	6,582.46	3.16	1,653.73-
1993	11,631.57	2,946.40-	3,454.06-	8.28	48.27	8,129.24	.59	2,290.90-
1992	2,665.00	610.95-	682.58-	0.00	46.42	1,956.00	2.32	353.94-
1991	2,684.66	539.77-	617.27-	0.00	41.51	2,025.88	2.01	278.08-
1990	6,122.56	693.20-	899.77-	0.00	51.67	5,171.12	.99	592.70-
1989	5,231.57	733.04-	733.34-	0.00	2.40	4,495.83	.05	545.38-
1988	4,972.68	623.89-	623.89-	0.00	2.41	4,346.38	.06	386.39-
1987	4,484.92	686.71-	686.71-	0.00	2.19	3,796.02	.06	526.99-
1986	3,635.50	170.15-	170.15-	0.00	2.19	3,463.16	.06	0.00
1985	3,110.68	1,466.33-	1,466.33-	0.00	1.98	1,642.37	.12	0.00
1984	14,366.12	5,413.53-	5,543.69-	0.00	5.70	8,816.73	.06	130.16-
****	7,269,245.23	69,505.87	31,303.39	44,201.48	6,388,745.70	911,802.92		0.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	1.500000	32,702.71	.00	3,484.17	.00	36,186.88	360.43	.00	.00	36,547.31
	I & S	.192500	4,196.82	.00	447.13	.00	4,643.95	.00	.00	.00	4,643.95
	TOTAL	1.692500	36,899.53	.00	3,931.30	.00	40,830.83	360.43	.00	.00	41,191.26
2004	M & O	1.482500	5,537.91	.00	1,484.63	.00	7,022.54	1,222.10	.00	.00	8,244.64
	I & S	.237500	887.18	.00	237.80	.00	1,124.98	.00	.00	.00	1,124.98
	TOTAL	1.720000	6,425.09	.00	1,722.43	.00	8,147.52	1,222.10	.00	.00	9,369.62
2003	M & O	1.482500	429.37	.00	160.48	.00	579.85	90.34	.00	00	670.19
	I & S	.057500	16.28	.00	6.25	.00	22.53	.00	.00	00	22.53
	TOTAL	1.540000	445.65	.00	166.73	.00	602.38	90.34	.00	.00	692.72
2002	M & O	1.448000	89.92	.00	35.28	.00	105.20	16.43	.00	.00	121.63
	I & S	.060000	2.90	.00	1.47	.00	4.37	.00	.00	.00	4.37
	TOTAL	1.508000	92.82	.00	36.75	.00	109.57	16.43	.00	.00	126.00
2001	M & O	1.466000	13.88	.00	8.75	.00	22.63	3.55	.00	.00	26.18
	I & S	.070000	.66	.00	.41	.00	1.07	.00	.00	.00	1.07
	TOTAL	1.536000	14.54	.00	9.16	.00	23.70	3.55	.00	.00	27.25
2000	M & O	1.466000	80.23	.00	60.17	.00	140.40	22.07	.00	.00	162.47
	I & S	.070000	3.83	.00	2.88	.00	6.71	.00	.00	.00	6.71
	TOTAL	1.536000	84.06	.00	63.05	.00	147.11	22.07	.00	.00	169.18
1999	M & O	1.436000	79.54	.00	68.75	.00	148.29	23.78	.00	.00	172.07
	I & S	.100000	5.53	.00	4.78	.00	10.31	00	00	.00	10.31
	TOTAL	1.536000	85.07	.00	73.53	.00	158.60	23.78	.00	.00	182.38
1998	M & O	1.200547	73.50	.00	72.12	.00	145.62	27.41	.00	.00	173.03
	I & S	.305453	18.70	.00	18.34	.00	37.04	.00	.00	.00	37.04
	TOTAL	1.506000	92.20	.00	90.46	.00	182.66	27.41	.00	.00	210.07
1997	M & O	1.197531	46.40	.00	51.11	.00	97.51	18.39	.00	.00	115.90
	I & S	.308469	11.95	.00	13.16	.00	25.11	.00	.00	.00	25.11
	TOTAL	1.506000	58.35	.00	64.27	.00	122.62	18.39	.00	.00	141.01
1996	M & O	1.143031	5.55	.00	8.05	.00	14.60	2.89	.00	.00	17.49
	I & S	.362969	2.08	.00	2.56	.00	4.64	.00	.00	.00	4.64
	TOTAL	1.506000	3.63	.00	10.61	.00	19.24	2.89	.00	.00	22.13
1995	M & O	1.161126	5.65	.00	8.98	.00	15.63	3.04	.00	.00	18.67
	I & S	.344874	1.98	.00	2.67	.00	4.65	.00	.00	.00	4.65
	TOTAL	1.506000	3.63	.00	11.65	.00	20.28	3.04	.00	.00	23.32
1994	M & O	1.102800	5.32	.00	9.29	.00	15.61	3.20	.00	.00	18.81
	I & S	.403200	1.31	.00	3.40	.00	5.71	.00	.00	.00	5.71
	TOTAL	1.506000	3.63	.00	12.69	.00	21.32	3.20	.00	.00	24.52

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	1.082500	5.95	.00	9.46	.00	15.41	3.22	.00	.00	18.63
	I & S	.423500	2.33	.00	3.70	.00	6.03	.00	.00	.00	6.03
	TOTAL	1.506000	8.28	.00	13.16	.00	21.44	3.22	.00	.00	24.66
ALL	M & O		39,048.93	.00	5,461.24	.00	44,510.17	1,796.85	.00	.00	46,307.02
ALL	I & S		5,152.55	.00	744.55	.00	5,897.10	.00	.00	.00	5,897.10
ALL	TOTAL		44,201.48	.00	6,205.79	.00	50,407.27	1,796.85	.00	.00	52,204.12
DLQ	M & O		6,346.22	.00	1,977.07	.00	8,323.29	1,436.42	.00	.00	9,759.71
DLQ	I & S		955.73	.00	297.42	.00	1,253.15	.00	.00	.00	1,253.15
DLQ	TOTAL		7,301.95	.00	2,274.49	.00	9,576.44	1,436.42	.00	.00	11,012.86
CURR	M & O		32,702.71	.00	3,484.17	.00	36,186.88	360.43	.00	.00	36,547.31
CURR	I & S		4,196.82	.00	447.13	.00	4,643.95	.00	.00	.00	4,643.95
CURR	TOTAL		36,899.53	.00	3,931.30	.00	40,830.83	360.43	.00	.00	41,191.26

RENDITION PENALTY ALLOCATION
FROM: 04/01/2006 THRU 04/28/2006
JURISDICTION: 0028 LA VEGA ISD

TU	ACCOUNT	YEAR	TP	DEPOSIT	DEP DATE	RENDTN AMOUNT	PEN INT	ATTORNEY	AGENT	OWNER / AGENT
0028	28-B13344-9	2005	OL	06041702	2006/04/17	16.40	1.80	0.00		BREAK TIME
	ACCOUNT TOTAL					16.40	1.80	0.00		
0028	28-G13178-0	2005	OL	06042802	2006/04/28	25.52	2.81	0.00		GAS GOBBLE & GO
0028	28-H12598-1	2005	OL	06041905	2006/04/19	3.17	0.35	0.00		HUBERTS GARAGE
0028	28-S12801-3	2005	OL	06040605	2006/04/06	26.57	2.92	0.00		STYLE AND TAN
0028	28-S12801-3	2005	OL	06041303	2006/04/13	0.49	0.05	0.00		STYLE AND TAN
	ACCOUNT TOTAL					27.06	2.97	0.00		
0028	28-W11593-5	2005	OL	06042105	2006/04/21	18.43	2.03	0.00		WES BRAN METALS
	JURISDICTION TOTAL					90.58	9.96	0.00		
	JURISDICTION FUNDS					100.54	0.00	0.00		

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	1.500000	368.26	.00	37.52	.00	405.78	.00	.00	.00	405.78
	I & S	.192500	47.27	.00	4.81	.00	52.08	.00	.00	.00	52.08
	TOTAL	1.692500	415.53	.00	42.33	.00	457.86	.00	.00	.00	457.86
2004	M & O	1.482500	3,626.89	.00	360.88	.00	3,987.77	12.34	.00	.00	4,000.11
	I & S	.237500	581.04	.00	57.81	.00	638.85	.00	.00	.00	638.85
	TOTAL	1.720000	4,207.93	.00	418.69	.00	4,626.62	12.34	.00	.00	4,638.96
2003	M & O	1.482500	18.89	.00	7.57	.00	26.46	4.12	.00	.00	30.58
	I & S	.057500	.73	.00	.29	.00	1.02	.00	.00	.00	1.02
	TOTAL	1.540000	19.62	.00	7.86	.00	27.48	4.12	.00	.00	31.60
2002	M & O	1.448000	7.36	.00	3.82	.00	11.18	1.75	.00	.00	12.93
	I & S	.060000	.30	.00	.16	.00	.46	.00	.00	.00	.46
	TOTAL	1.508000	7.66	.00	3.98	.00	11.64	1.75	.00	.00	13.39
2000	M & O	1.466000	52.53	.00	39.92	.00	92.45	14.53	.00	.00	106.98
	I & S	.070000	2.51	.00	1.91	.00	4.42	.00	.00	.00	4.42
	TOTAL	1.536000	55.04	.00	41.83	.00	96.87	14.53	.00	.00	111.40
ALL	M & O		4,073.93	.00	449.71	.00	4,523.64	32.74	.00	.00	4,556.38
ALL	I & S		631.85	.00	64.98	.00	696.83	.00	.00	.00	696.83
ALL	TOTAL		4,705.78	.00	514.69	.00	5,220.47	32.74	.00	.00	5,253.21
DLQ	M & O		3,705.67	.00	412.19	.00	4,117.86	32.74	.00	.00	4,150.60
DLQ	I & S		584.58	.00	60.17	.00	644.75	.00	.00	.00	644.75
DLQ	TOTAL		4,290.25	.00	472.36	.00	4,762.61	32.74	.00	.00	4,795.35
CURR	M & O		368.26	.00	37.52	.00	405.78	.00	.00	.00	405.78
CURR	I & S		47.27	.00	4.81	.00	52.08	.00	.00	.00	52.08
CURR	TOTAL		415.53	.00	42.33	.00	457.86	.00	.00	.00	457.86

5-9-06

Budget Change Requests

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

Background Information:
After adoption of the official budget each year, there are requests to change appropriations that arise for several reasons:

The PTO, booster club or some other similar organization desires to purchase some items for the school. According to regulation, these gifts must be reflected in the accounting records of the District and thus require a budget change request.

At each school, the principal maintains a "club" fund of which part is derived from the sale of soft drinks and school supplies. Traditionally, the principals have been allowed to use such funds at the campus at which they are generated. To use these funds, the principal must make a budget change request.

During the course of the fiscal year, most of the organization heads realize a need to transfer appropriations from account to account due to changing needs. Due to unforeseen circumstances, additional appropriations are occasionally required. Such an instance might be emergency repairs to a roof. The budget is a flexible document. Budget change requests are the way that accountability for that flexibility is maintained.

Fiscal Implication:
The fiscal implications of the budget change requests are noted in the attached document.

Administrative Recommendation
The administration recommends approval of the budget requests as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

MAY, 2006
BUDGET CHANGE REQUESTS

La Vega High School
(Reimburse the District, Club fund #17)
$66.00

La Vega High School
(Reimburse the District, Club fund #17)
$335.00

Special Programs
(TES MINI-GRANT -Fund 226)
$825.00

Special Programs
(Temp. Emergency Impact Aid- Fund 289)
$13,750.00

TOTAL $14,976.00

Textbook Update

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Ms. Maria Green

Background Information:
All textbooks for the 2005 - 2006 school year have been ordered. Campus textbook coordinators are submitting supplemental textbook requests. Textbook requests are being ordered within 3 school days. Teacher textbook needs that are not funded through the state are being ordered by the campus.

Fiscal Implication:
None. Textbooks selected will be provided by the state.

Administrative Recommendation:
N/A

Approval of Revisions to Policy EIE (LOCAL) Academic Achievement: Retention and Promotion / Recommendation for Grade 1 Retention and Promotion Policy for 2006-2007 and Beyond

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
As previously approved by the La Vega ISD Board of Trustees, La Vega ISD will implement the grade-level organizational changes during the 2006-2007 school year. The first grade will transition to the La Vega Elementary campus beginning the 2006-2007 school year. Currently, the progress of first grade students is being evaluated using an alpha-grading system. Student's report cards reflect E, S, and/or N. La Vega Elementary administration has recommended with Central Administration's support that the first grade progress grading-system be changed to parallel that of the second and third grades. The numeric grading-system is being recommended for first grade.

Below is a copy of the current and recommended grading-system policy changes for grade 1:

KINDERGARTEN-~~GRADE 1~~	Kindergarten students shall be promoted to first grade if they have mastered ~~45~~ 55 percent of the items on the locally adopted assessment instrument. First grade students shall be promoted to second grade if they have attained a reading level of ~~12~~ 14 on a running record using Developmental Reading assessments and have a 70 percent or higher (E, S, N) math average. At the request of a kindergarten or first grade student's parents or at the request of the school administrator, a grade placement committee shall be convened to consider extenuating factors and/or other data related to the promotion/retention of a student. The grade placement committee shall consist of the principal or designee, the student's parent or guardian, and the student's teacher.
GRADES 1 and 2	Students shall have an overall average of 70 or above which is derived by averaging the final numerical grades for language arts, mathematics, social studies, and science. In addition, a student shall attain an average of 70 or above in language arts and mathematics.

Fiscal Implication:
None.

Administrative Recommendation:
Administration recommends Board approval of the revisions.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Staff Development Waiver Request

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
La Vega ISD is requesting the re-submission of a staff development waiver. The staff development waiver will allow the district to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction. La Vega ISD has been operating on this type of waiver for the past six years.

We are requesting submission of this waiver to allow for vertical and horizontal curriculum planning and other campus staff development opportunities.

Fiscal Implication:
None.

Administrative Recommendation:
The administration recommends Board approval to submit the Application For Expedited State Waiver to the Texas Education Agency.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

TEXAS EDUCATION AGENCY
STATE WAIVERS

APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS

General Instructions. For Expedited Waivers, please complete Sections 1, 2, 3, and 4. For General State Waivers, please complete Sections 1, 2, 3, 6, and 7. **Bolded** items in Section 2 and Section 3 must be completed. Please direct questions to the State Waiver Unit at (512) 463-9630 or www.tea.state.tx.us/waivers.

SECTION 1. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

District Name: La Vega ISD
Address: 3100 Bellmead Drive
Waco, Texas 76705
Contact Person: Dr. Sharon M. Shields

County/District No. 161 - 906
Telephone No. (254) - 799 - 4963
Fax No. (254) - 799 - 8642
Telephone No. (254) - 799 - 4963

SECTION 2. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

Superintendent: Dr. Monte Geren _____ Signature
Typed Name

Board President: Mrs. Mildred Watkins _____ Signature
Typed Name

Date Board Approval: May 16, 2006
Board Vote – For _____ **Against** _____ **Abstain** _____ **Absent** _____

SECTION 3. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

Comments of appropriate Site-Based Decision Making Committee: These waivers will allow our district to provide staff with vertical and horizontal professional development opportunities; campus-based professional development; and provide a testing climate that presents students assessed with the greatest opportunity to excel. We are requesting the waivers for staff development and early release to span the school years of 2006-2007, 2007-2008, and 2008-2009.

SBDM Committee Chairperson Signature _____

SECTION 4. EXPEDITED WAIVERS. PLEASE CHECK ALL THAT APPLY.

☒ **Staff Development Waiver**, pursuant to Texas Education Code (TEC) §25.081. This waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction. Please state the number of days requested. 3
Please check the years requested: ☐2005-2006 ☒2006-2007 ☒2007-2008

☐ **Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver,** pursuant to TEC §25.081. This waiver allows the district or charter school to conduct additional staff training for reading/english language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.
Please check no more than two subject areas for only one day each:
☐ Reading/English Language Arts ___ ☐ Mathematics ___ ☐Science ___ ☐ Social Studies ___
Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☐ **Staff Development through Participation in Eligible Conferences Waiver,** pursuant to TEC §25.081. This waiver allows the district or charter school to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.
Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☒ **Early Release Waiver,** pursuant to TEC §25.082. This waiver allows the district or charter school to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities.
Please state the number of days requested. 6
Please check the years requested: ☐2005-2006 ☒2006-2007 ☒2007-2008

☒ **Modified Schedule/TAKS Testing Days Waiver,** pursuant to TEC §25.082. This waiver allows the district or charter school to modify the schedule of classes on TAKS testing days during the current school year to reduce interruptions during testing periods. This waiver is approved yearly.

SECTION 4. EXPEDITED WAIVERS.

☐ **Textbooks for Photojournalism, Astronomy, Environmental Science, and Human Geography,** pursuant to TEC §7.056. This waiver allows the district or charter school reimbursement for the purchase of non-state adopted textbooks used in Photojournalism, Astronomy, Environmental Science, and Human Geography courses for which no textbooks were adopted by the state. Reimbursement is equal to the state maximum cost or the cost of the textbook, whichever is lower.

Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☐ **Business Computer Information Systems** (BCIS) I and II instructional materials, pursuant to SBOE action. This waiver allows the district or charter school to order a Microsoft 2003 version of instructional materials in place of a Microsoft XP version for use in Business Computer Information Systems (BCIS) I and II. This request is equal to the state maximum cost or the cost of the textbook, whichever is lower. Please check the appropriate box:

- ☐ Microsoft 2003 version for BCIS I
- ☐ Microsoft 2003 version for BCIS II

Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☐ **Foreign Exchange Student Waiver**, pursuant to TEC §25.001(e). This waiver allows the district to limit the number of foreign exchange students to _(stat e number of students) per district. The waiver will be issued if it is determined that admission of a foreign exchange student will (check all that apply):

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

Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

SECTION 5. GENERAL WAIVER.

Disciplinary Alternative Education Programs, pursuant to TEC 37.008(g). This waiver allows the district to use more than 18% of the district's SCE allotment to provide basic services for disciplinary alternative education programs established under Section 37.008. The school district is required to state the reason for needing to exceed the 18% limit and to report the number of students in each grade level, by demographic subgroup, not making satisfactory progress under the state's assessment system. This waiver is granted for one year and the waiver must be renewed in writing prior to the start of the school year through the Texas Education Agency waiver office for each subsequent year, in accordance with TEA policies and deadlines for filing. Please state the total percentage of the district's SCE allotment that is being requested to provide basic services at the DAEP. ____

SECTION 6. PLEASE COMPLETE THIS SECTION FOR GENERAL WAIVERS.

Please check one:

☐Course Requirement	☐Pregnancy Related Services Break-In-Service
☐Disciplinary Alternative Education Campus	☐Pregnancy Related Services On-Campus CEHI
☐Other Specify _____	☐Study of Electronic Courses

SECTION 7. COMPLETE THIS SECTION FOR ALL WAIVERS OTHER THAN EXPEDITED WAIVERS. PLEASE USE SEPARATE PAGE.

1. Give a brief narrative description of the requested waiver.
2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?
3. Cite the Texas Education Code or the Texas Administration Code that the district or campus wishes to waive?
4. Describe the plan to be implemented, if the waiver is granted.
5. How will granting this waiver help achieve the district or campus's objective?
6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district or campus's goal.
7. Please specify the school years for which the waiver is requested, to a maximum of three years.
   ☐2005-2006 ☐2006-2007 ☐2007-2008

All applications should be mailed or faxed. The fax number is (512) 475-3666.

State Waiver Unit
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701-1494
Phone (512) 463-9630

Submission of Texas Education Agency State Waiver for Early Release Days Request

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
The La Vega ISD campus and district administrators are requesting Board of Trustee approval to submit a waiver to the Texas Education Agency for six early release days during the 2006-2007, 2007-2008, and 2008-2009 school years for staff development purposes. The campuses and district will use these early release days to participate in vertical teaming and campuses planning in order to more effectively plan and prepare for teaching the Texas Essential Knowledge and Skills (TEKS). La Vega ISD has been operating with this type of waiver since 2003.

Fiscal Implication:
None anticipated.

Administrative Recommendation:
The administration recommends that the Board of Trustees approve the submission of the waiver for six early release days.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

TEXAS EDUCATION AGENCY
STATE WAIVERS

APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS

General Instructions. For Expedited Waivers, please complete Sections 1, 2, 3, and 4. For General State Waivers, please complete Sections 1, 2, 3, 6, and 7. **Bolded** items in Section 2 and Section 3 must be completed. Please direct questions to the State Waiver Unit at (512) 463-9630 or www.tea.state.tx.us/waivers.

SECTION 1. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

District Name: La Vega ISD
Address: 3100 Bellmead Drive
Waco, Texas 76705
Contact Person: Dr. Sharon M. Shields

County/District No. 161 - 906
Telephone No. (254) - 799 - 4963
Fax No. (254) - 799 - 8642
Telephone No. (254) - 799 - 4963

SECTION 2. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

Superintendent: Dr. Monte Geren _____ Signature
Typed Name

Board President: Mrs. Mildred Watkins _____ Signature
Typed Name

Date Board Approval: May 16, 2006
Board Vote – For _____ **Against** _____ **Abstain** _____ **Absent** _____

SECTION 3. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

Comments of appropriate Site-Based Decision Making Committee: These waivers will allow our district to provide staff with vertical and horizontal professional development opportunities; campus-based professional development; and provide a testing climate that presents students assessed with the greatest opportunity to excel. We are requesting the waivers for staff development and early release to span the school years of 2006-2007, 2007-2008, and 2008-2009.

SBDM Committee Chairperson Signature _____

SECTION 4. EXPEDITED WAIVERS. PLEASE CHECK ALL THAT APPLY.

☒ **Staff Development Waiver**, pursuant to Texas Education Code (TEC) §25.081. This waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction. Please state the number of days requested. 3
Please check the years requested: ☐2005-2006 ☒2006-2007 ☒2007-2008

☐ **Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver,** pursuant to TEC §25.081. This waiver allows the district or charter school to conduct additional staff training for reading/english language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.
Please check no more than two subject areas for only one day each:
☐ Reading/English Language Arts ___ ☐ Mathematics ___ ☐Science ___ ☐ Social Studies ___
Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☐ **Staff Development through Participation in Eligible Conferences Waiver,** pursuant to TEC §25.081. This waiver allows the district or charter school to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.
Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☒ **Early Release Waiver,** pursuant to TEC §25.082. This waiver allows the district or charter school to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities.
Please state the number of days requested. 6
Please check the years requested: ☐2005-2006 ☒2006-2007 ☒2007-2008

☒ **Modified Schedule/TAKS Testing Days Waiver,** pursuant to TEC §25.082. This waiver allows the district or charter school to modify the schedule of classes on TAKS testing days during the current school year to reduce interruptions during testing periods. This waiver is approved yearly.

SECTION 4. EXPEDITED WAIVERS.

☐ **Textbooks for Photojournalism, Astronomy, Environmental Science, and Human Geography,** pursuant to TEC §7.056. This waiver allows the district or charter school reimbursement for the purchase of non-state adopted textbooks used in Photojournalism, Astronomy, Environmental Science, and Human Geography courses for which no textbooks were adopted by the state. Reimbursement is equal to the state maximum cost or the cost of the textbook, whichever is lower.

Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☐ **Business Computer Information Systems** (BCIS) I and II instructional materials, pursuant to SBOE action. This waiver allows the district or charter school to order a Microsoft 2003 version of instructional materials in place of a Microsoft XP version for use in Business Computer Information Systems (BCIS) I and II. This request is equal to the state maximum cost or the cost of the textbook, whichever is lower. Please check the appropriate box:

- ☐ Microsoft 2003 version for BCIS I
- ☐ Microsoft 2003 version for BCIS II

Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

☐ **Foreign Exchange Student Waiver**, pursuant to TEC §25.001(e). This waiver allows the district to limit the number of foreign exchange students to _(stat e number of students) per district. The waiver will be issued if it is determined that admission of a foreign exchange student will (check all that apply):

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

Please check the years requested: ☐2005-2006 ☐2006-2007 ☐2007-2008

SECTION 5. GENERAL WAIVER.

Disciplinary Alternative Education Programs, pursuant to TEC 37.008(g). This waiver allows the district to use more than 18% of the district's SCE allotment to provide basic services for disciplinary alternative education programs established under Section 37.008. The school district is required to state the reason for needing to exceed the 18% limit and to report the number of students in each grade level, by demographic subgroup, not making satisfactory progress under the state's assessment system. This waiver is granted for one year and the waiver must be renewed in writing prior to the start of the school year through the Texas Education Agency waiver office for each subsequent year, in accordance with TEA policies and deadlines for filing. Please state the total percentage of the district's SCE allotment that is being requested to provide basic services at the DAEP. ____

SECTION 6. PLEASE COMPLETE THIS SECTION FOR GENERAL WAIVERS.

Please check one:

☐Course Requirement	☐Pregnancy Related Services Break-In-Service
☐Disciplinary Alternative Education Campus	☐Pregnancy Related Services On-Campus CEHI
☐Other Specify _____	☐Study of Electronic Courses

SECTION 7. COMPLETE THIS SECTION FOR ALL WAIVERS OTHER THAN EXPEDITED WAIVERS. PLEASE USE SEPARATE PAGE.

1. Give a brief narrative description of the requested waiver.
2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?
3. Cite the Texas Education Code or the Texas Administration Code that the district or campus wishes to waive?
4. Describe the plan to be implemented, if the waiver is granted.
5. How will granting this waiver help achieve the district or campus's objective?
6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district or campus's goal.
7. Please specify the school years for which the waiver is requested, to a maximum of three years.
   ☐2005-2006 ☐2006-2007 ☐2007-2008

All applications should be mailed or faxed. The fax number is (512) 475-3666.

State Waiver Unit
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701-1494
Phone (512) 463-9630

Submission of Texas Education Agency State Waiver for Modified Schedule on TAKS Testing Days Request

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
La Vega ISD is requesting the re-submission of a modified schedule on TAKS testing day's waiver. This waiver will allow the staff at La Vega High School to focus their attention and efforts on students who are being assessed. We feel that this waiver is necessary to foster a climate that is conducive to student's performing their best on state assessments. La Vega ISD has been operating with this type of waiver for many years.

Fiscal Implication:
None anticipated.

Administrative Recommendation:
The administration recommends Board approval to submit the Application For Expedited State Waiver to the Texas Education Agency.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

TEXAS EDUCATION AGENCY
STATE WAIVERS

APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS

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Date Board Approval: May 16, 2006
Board Vote – For _____ **Against** _____ **Abstain** _____ **Absent** _____

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All applications should be mailed or faxed. The fax number is (512) 475-3666.

State Waiver Unit
Texas Education Agency
1701 North Congress Avenue
Austin, TX 78701-1494
Phone (512) 463-9630

OLD BUSINESS

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
N/A

Background Information:
The following items are items that have been tabled and are included for board discussion and possible action.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Award Contract For Food Service Management

Presented for:
Board action ☒ Report/Review Only ☐ Consent Agenda Item ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

Background Information:
The district has used a contract food service management company for the past fifteen years. Each contract is for one year with four renewable one-year extensions. This year, proposals were received on April 12, 2006 for the fiscal year beginning September 1, 2006. Two companies attended the mandatory pre-bid conference, and one company submitted a proposal (Sodexho School Services). A copy of the relevant financial information from their proposal is attached. Representatives from the company will be present to anwer any questions from the Board regarding their proposal.

The company's proposal is based on certain assumptions:

1. An general and administrative fee of $0.0431 per meal.
2. A management fee of $0.0258 per meal.
3. Projected labor costs of $516,712, which includes salaries and benefits for all personnel assigned to the food service program.
4. A guaranteed beginning fund balance of $50,000.
5. A guaranteed surplus of $25,000 for the 2006-07 fiscal year.

When compared to the current Sodexho contract, the management fee is slightly less, while the fund balance and guaranteed surplus are new features.

Fiscal Implication:
The district and Sodexho have enjoyed a long-term, fiscally sound relationship. In the 2003-04 and 2004-05 years, some financial reversals occurred which resulted in an overall deficit in the Food Services fund. The company has met its contractual obligations by reimbursing the district for its management fee for the years in question. The proposed contract will satisfactorily address this situation.

Administrative Recommendation:
It is recommended that the Board award the contract for food service management for the 2006-07 fiscal year to Sodexho School Services.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

DRAFT

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this 11th day of May, 2006, by and between LA VEGA INDEPENDENT SCHOOL DISTRICT, a public school district ("District"), and SODEXHO SERVICES OF TEXAS LIMITED PARTNERSHIP, a Texas Limited Partnership ("Sodexho"), who agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT

1.1 Purpose of Agreement. The Agreement sets forth the terms and conditions upon which District, as authorized under A.C.R.R. R7-2-1001, et seq., retains Sodexho to manage and/or operate District's food service program. The food services program may include the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child/Adult Care Food Program (CACFP), After School Snack Program and a la carte food service, which are a part of District's educational activities for the use of students, staff, employees, and others as provided for by federal regulations (7 CFR, Parts 210.16, 215, 220, 225, 226) and state law including Public Law 103-448, Section 106 nutritional and other program requirements including "Dietary Guidelines for Americans". This Agreement is subject to review by the commodity distribution agency for compliance with state and federal regulations.

1.2 Agency Relationship. Sodexho shall be an agent for District in management of the Food Service operation.

1.3 Regulations and Access. District may supervise and control Sodexho daily operation of the Food Service with respect to all matters (including working conditions for the Food Service employees and safety, sanitation, and maintenance of the Food Service facilities). District may make reasonable regulations with regard to all such matters, and shall give Sodexho written notice thereof. District's authorized representatives shall have access to the Premises at all times.

1.4 Confidentiality. The terms and conditions of this Agreement are confidential. District and Sodexho represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, Term of the Agreement or the projected sales volume related to the terms of the Agreement.

1.5 Previous Agreements. This Agreement supersedes any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein.

ARTICLE II
DEFINITIONS

2.1 Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

2.2 Charges. Fees established by Sodexho for goods or services provided by Sodexho that are not included in the Management Fee.

2.3 Deficit. The excess of the total of Operating Expenses and Management Fee over Net Sales.

2.4 Food Service. The preparation, service and sale of food, beverages (including milk), goods, merchandise and other items at the Premises including but not limited to vending service upon written request.

2.5 General Support Services Allowance. Allowance for overhead services provided by Sodexho for the following:

A. Supervision of Sodexho employees by executives not assigned to the Food Service operation, and

B. General support provided by Sodexho's accounting, tax, law, and internal audit departments.

2.6 Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, plus sales taxes and federal and state reimbursements.

2.7 Guarantee. The financial return guaranteed by Sodexho to District as set forth in Section 7.5.

2.8 Management Fee. The fee established in Section 7.3.

2.9 Meal Equivalents. The result of dividing the total of Net Sales exclusive of Pattern Meal sales and milk program reimbursements (but inclusive of cash for adult meals, a la carte food and beverages (including milk), snack bar, catering, vending upon request by District, conferences, Head Start Program, In-kind meals, or any other functions or meal sales) by Two and 49.5/100 Dollars ($2.495).

2.10 Net Sales. Gross Sales excluding sales and use taxes.

2.11 Operating Costs, Expenses, and Charges. All costs, expenses, and Charges related to the Food Service operation including, but not limited to, the following:

A. The invoiced amounts to Sodexho of goods, including food, beverages, merchandise, and supplies. Operating Expenses shall be net of any rebates obtained from local vendors, suppliers, or distributors for goods procured solely for District's account.

B. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, payroll processing, retirement plans and the cost of administering such plans and services, and relocation expenses;

C. General Support Services Allowance equal to ($0.0431) per Pattern Meal and Meal Equivalent served, computed at the end of each Accounting Period and prorated for any partial Accounting Period; and

D. Other costs, expenses, and Charges including, but not limited to, amortization or depreciation of equipment, any Investment made pursuant to the terms of this Agreement, decor, signage, and other items purchased on behalf of the Food Service, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises and other insurance maintained pursuant to the Agreement, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer temporarily assigned to the Premises, sales, use, and other taxes related to the purchases made for Food Service (other than taxes collected and remitted by Sodexho to a taxing authority); and costs of licenses, permits, information systems, software and software maintenance, armored car services, marketing and promotional or proprietary materials, research and development charges, uniforms and linen, decorations, overnight delivery, if necessary, Smallwares, minor equipment, repair and maintenance of Sodexho-supplied equipment, register shortages, and other services related to the Food Service operation.

2.12 Pattern Meal. A meal eligible for government reimbursement. These include Breakfast, Lunch and After School Snacks, if applicable.

2.13 Premises. District's Food Service facilities as detailed in Exhibit A, attached hereto.

2.14 Smallwares. Dishware, glassware, flatware, utensils and similar items.

2.15 Surplus. The excess of Net Sales over the total of Operating Expenses and Management Fee.

ARTICLE III

TERM AND EXCLUSIVITY

3.1 Term of Agreement. The term of the Agreement is one year, commencing on September 1, 2006 and continuing until August 31, 2007, and is subject to renewal for four (4) additional one (1) year terms, upon mutual agreement of the parties, unless terminated earlier as hereinafter provided.

3.2 Food Service Exclusive. District grants Sodexho the exclusive right to operate Government Sponsored Child Nutrition Program, catering and a la carte food sales on or from the Premises.

ARTICLE IV
FOOD SERVICE PROGRAM

4.1 Services and Locations. Sodexho shall prepare meals for the schools described in Exhibit A. District and Sodexho may mutually agree upon other locations. District grants Sodexho and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

4.2 Meal Program. Sodexho shall provide nutritional breakfasts, lunches, milk service, a la carte items, and, if applicable, after school snacks, summer feeding meals, charter schools, elderly feeding, and other Federal and State feeding program requested by the District, in accordance with the following terms and conditions:

A. Food shall be prepared in District's Food Service facilities for service at the Premises.

B. Prices for a la carte items, faculty and staff meals, snack foods and beverages shall be as mutually agreed upon by the parties.

C. All free and reduced price Pattern Meals and all other Pattern Meals shall be administered by Sodexho on behalf of District. District shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced price meals for eligible students. It shall be the joint responsibility of District and Sodexho to protect the anonymity of children receiving free or reduced price meals and to establish methods for insuring such anonymity.

4.3 Special Diets. Sodexho shall supply any special diets for students required for medical reasons when prescribed and approved in writing by a medical doctor.

4.4 Food Committee and Advisory Board. Sodexho shall have Food Committee meetings at dates and times agreed upon by Sodexho and Food Committee members. Sodexho shall cooperate with District in the establishment of an Advisory

Board composed of parents, teachers, students, administrators and a Sodexho representative to assist in planning menus.

4.5 Catering. Sodexho shall provide catered Food Service upon request. Such service shall be provided at times and prices mutually agreed upon by District and Sodexho at the time the service is requested.

4.6 Non-Food Service Functions. District reserves the right to use District's facilities to sell or dispense food and beverages before or after regularly scheduled lunch or breakfast periods, provided such use does not interfere with Food Service operations. District shall return the facilities and equipment to Sodexho in clean and orderly condition after each use.

ARTICLE V
EMPLOYEES

5.1 Sodexho's Management/Professional Employees. Sodexho shall provide qualified management/professional employees to manage the Food Service operations and supervise all employees employed therein.

5.2 Sodexho's Nonmanagement Employees. All nonmanagement Food Service employees shall be employees of District. Sodexho managers shall direct and supervise District's employees assigned to Food Service operations.

5.3 Student Workers. District may assign students for work experience in Food Service operations in such numbers as are mutually agreed upon by District and Sodexho in furtherance of District's policy to provide work experience for students. Sodexho shall supervise such students with District's authorized representatives, as agent for District.

5.4 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job with respect to employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms. To the extent allowable by Texas Tort Law, each party shall, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the defending party's responsibilities set forth herein.

5.5 Agreement Not To Hire. District shall not solicit to hire, hire, make any agreement with, or permit the employment in any operation providing Food Service, any person who has been a Sodexho salaried employee providing Food Service within one (1) year after said employee terminates employment with Sodexho or within one (1)

year after termination of this Agreement. District agrees that Sodexho employees have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by Sodexho. If District hires, makes any agreement with or permits employment of any such employee, in any operation providing food service within the restricted period, it is agreed by District that Sodexho shall suffer damages and District shall pay Sodexho as liquidated damages an amount equal to two (2) times the manager's annual Gross Management Salary. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of the Agreement.

5.6 Equal Opportunity and Affirmative Action Employer. Sodexho is an equal opportunity employer and is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers. As such, Sodexho will not comply with any type of unlawfully discriminatory request or preference by anyone that restricts the opportunities of its workforce. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color or any other basis prohibited by law, including, but not limited to religion, sex, age, national origin, disability or Vietnam Veteran status. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexho's employees. Under no circumstances will Sodexho permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, Sodexho affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246, as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE VI
INVENTORIES, FACILITIES, EQUIPMENT AND MAINTENANCE

6.1 Inventories of Food, Beverages, and Supplies. Sodexho shall purchase and replenish inventories of food, beverages, goods, merchandise and supplies. The charges for inventories used will be booked as an Operating Expense in the Accounting Period used. Such inventories shall belong to District. Beginning Inventories minus Ending Inventories shall be recorded each Accounting Period to determine product and supply usage.

6.2 Condition of Premises and Equipment. The Premises and equipment provided by District for use in the Food Service operation shall be in good condition and

maintained by District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). District further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of District and shall be at the District's expense. This provision shall survive the termination of this Agreement.

ARTICLE VII
PAYMENT TERMS AND FINANCIAL ASSUMPTIONS

7.1 Invoice Due Date and Interest. Sodexho shall invoice District at the end of each month for amounts due based on on-site records. At the conclusion of each Accounting Period, reconciliation shall be made for any over payment or under payment during the Accounting Period. Invoiced amounts shall be paid within thirty (30) days after the invoice date. District shall pay interest on all amounts not paid when due at the lesser of one percent (1%) per month or the highest contractual interest rate allowed by applicable state law at the time the receivable becomes due. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable. Notwithstanding the foregoing, the parties agree that no school food account funds may be used to pay interest hereunder.

7.2 Reimbursements and Management Fee. Gross Sales shall be deposited in District's account on a daily basis. Sodexho shall invoice District each Accounting Period for Operating Expenses incurred by Sodexho as specified in this Agreement.

District shall pay Sodexho a Management Fee per Pattern Meal or Meal Equivalent based on the following retroactive sliding scale (all Management fees are retroactive back to the beginning of the contract year):

Annual Meals Served	Per-Meal-Fee (Mgmt)
0 – 570,000	$ .0258 per meal
570,001-585,000	$ .0327 per meal
585,001-600,000	$ .0379 per meal
600,001 +	$ .0431 per meal

7.3 District's Obligations. District, at its expense, shall provide at the Premises: electricity, gas, water and other utilities, ventilation, security service, telephone service, broadband internet access, janitorial supplies, replacement china, new equipment, painting, decorating, fire and extended coverage insurance and real and personal property taxes on all District's property. District shall ensure that the Food Service operation is in conformance with the District's agreement under the child nutrition program.

7.4 Guarantee. Sodexho and the District will work together to ensure a financially secure operation. During the lifetime of the contract Sodexho will ensure that the District's fund balance will not fall below the stated RFP amount of Fifty Thousand dollars ($50,000.00) each school year. Additionally, Sodexho will guarantee that the Food Service operation will result in a twenty five thousand dollar ($25,000) excess for the 2006-2007 school year.

7.5 Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions:

-- Changes in District's policies, practices, changes or restrictions in a la carte sales, and service requirements shall result in an appropriate adjustment.

-- Legislation, regulations and reimbursement rates that create changes in the school lunch program shall remain consistent throughout the year.

-- Usable commodities, of adequate quality and variety required for Sodexho's proposed menu cycle, valued at ($0.175) per Pattern Meal for the 2006-2007 contract year.

-- The government reimbursement rates in effect as of September 1, 2006 shall remain consistent throughout the year.

-- Changes to meal components and quantities required by the National School Lunch Act or the National School Lunch Program.

-- There shall be no competitive sales during the lunch period, with the exception of vended water and juice sales.

-- Service hours, service requirements, type or number of facilities selling food and/or beverages on District's Premises shall remain consistent throughout the year.

-- The state or federal minimum wage rate and taxes in effect as of September 1, 2006 shall remain consistent throughout the year.

-- Servings days does not fall below one hundred and eighty (180) days per calendar year.

-- Minimum annual reimbursable lunch meals is equal to three hundred and twenty five thousand one hundred fifty seven (325,157) or above.

-- Minimum annual reimbursable breakfast meals is equal to two hundred and forty three thousand one hundred thirty three (243,133) or above.

-- Minimum combined student a la carte, adult meal sales, and catering is equal to one hundred and nineteen thousand dollars ($119,000.00) or above per calendar year.

-- The annual enrollment does not drop below two thousand five hundred and twenty five (2525) students at five (5) school sites.

-- The District total annual labor does not exceed four hundred and forty eight thousand two hundred and eleven dollars ($448,211.00).

If there is a change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Agreement, including the Guarantee, shall be adjusted to compensate for such change. Any reimbursement by Sodexho shall be recovered by Sodexho from future Surplus.

7.6 Statements and Records. Sodexho shall submit operating statements to the District each Accounting Period and maintain records that the District needs to support its claims for any reimbursement. The District, at the District's expense, shall have the right to audit all operating statements. All books and records relating to the Food Service shall be made available as required by state and Federal regulations for inspection and audit by either the District, or state or Federal auditors.

7.7 Right of Offset or Pre-Bill. At any time when District is over thirty (30) days past due on any obligations to Sodexho, Sodexho shall have the right to offset, from any Surplus from the Food Service operation, or from any other sums owed by Sodexho to District, all or any portion of such outstanding receivables.

7.8 Sodexho Investment. Sodexho shall purchase equipment for the Food Service operation in an amount not to exceed forty three thousand and two hundred and sixteen dollars ($43,216), ("Investment"). Sodexho shall amortize the Investment on a straight-line basis over five (5) years, not to exceed five (5) years, commencing with the date the equipment is placed in service. An annual amortization of eleven thousand two hundred and sixteen dollars ($11,216) the first year (monthly installments) and eight thousand dollars ($8,000) each year thereafter, until the total amount has been amortized. Title to the "investment" will be vested with the District when the equipment is placed in service.

If the Contract expires or is terminated prior to the complete amortization of the "Investment," District shall on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Contract either:

(a) reimburse Sodexho the unamortized portion;
(b) require the incoming food service management company to purchase the "Investment" from Sodexho for its unamortized value prior to Sodexho's last day of providing Services at the Premises; or
(c) retain equipment or other items funded by the "Investment" and continue to make payments to Sodexho in accordance with the agreed

upon monthly amortization schedule. This provision shall survive termination of the Contract.

Additionally, Sodexho shall have the right, at any time when District is over thirty (30) days past due on any obligations to Sodexho, at Sodexho's option, to require that District pay on a pre-billing basis at least one (1) week in advance of each Accounting Period for the estimated amount due Sodexho for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next pre-billing invoice or, if District is no longer past due on its obligations to Sodexho, with the next invoice due under Section 7.1 above.

ARTICLE VIII
FINANCIAL ADJUSTMENTS

8.1 Inflation Adjustments. The Management Fee and General Support Services Allowance shall be adjusted annually by a percentage not to exceed the minimum percentage increase in the Dallas Region Consumer Price Index ("CPI-U, ALL ITEMS") averaged for the previous year.

8.2 Work Stoppage or Strikes. In the event of a work stoppage or strike which interferes with the Food Service operation, upon request, Sodexho shall take all reasonable steps to continue to provide service during the work stoppage or strike. District shall reimburse Sodexho for all Operating Expenses during such work stoppage or strike, including an allowance for its General Support Services Allowance equal to One Hundred Eighty Nine Dollars ($189.00) per day, plus a Management Fee equal to One Hundred Thirty Five Dollars ($135.00) per day. The foregoing arrangements shall be in lieu of the terms set forth in Sections 2.11.C and 7.2 herein for the duration of the work stoppage or strike and the Guarantee shall be adjusted to account for lost Gross Sales and any increased Operating Expenses**.**

ARTICLE IX
GENERAL TERMS AND CONDITIONS

9.1 Taxes. District shall be responsible for collection and remittance of taxes assessed on the Food Service operation excluding Sodexho's employee taxes and Sodexho's city, state or federal income taxes. This provision shall survive termination of the Agreement.

9.2 Compliance with Law. Sodexho shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health including the following:

A. National School Lunch Program (in particular Title 7, Code of Federal Regulations, Section 210, 245, et seq.), the Child Nutrition Act, as amended (7

CFR Part 220), Section 103 of the Federal Contract Work Hours and Safety Standards Act (addressing overtime and compensation), the Clean Air Act (42 USCA Section 7401), the Clean Water Act (33 USCA Section 1251), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

B. Sodexho shall recognize mandatory standards and policies relating to energy efficiency and shall comply with the Energy Conservation Policy and Conservation Act (P.L. 94-163).

C. Violations shall be reported to the U.S. Department of Agriculture, Food and Nutrition Services, and the EPA. Sodexho shall not knowingly utilize a facility listed on the EPA List of Violating Facilities.

D. District shall procure and maintain all necessary licenses and permits. Sodexho shall cooperate as necessary with District's compliance and procurement efforts.

9.3 National School Lunch Program. To assist District's participation in the National School Lunch Program (NSLP):

A. Any federally donated commodities received by District and made available to Sodexho shall be used only in District's Food Service operation.

B. District shall make no payment for meals that are spoiled or unwholesome at time of delivery, or for food that does not meet NSLP requirements or detailed food component specifications as developed by District.

C. Sodexho shall maintain on site records needed by District to support District's claim, and Sodexho shall provide reports to District at the end of each month.

D. Sodexho shall make available, for a period of five (5) years from the date of receipt of final payment under this Agreement, the books and records pertaining to the Food Service operation. These records are subject to inspection or audit by representatives of the State Agency and the United States General Accounting Office at any reasonable time or place. If audit findings require further investigation, the records shall be maintained by Sodexho beyond the five (5) year period. The cost of such audits shall be borne by District.

E. The 21-day cycle menu submitted with the request for proposal shall be used in the first 21 days of Food Service operations. Changes to the initial 21-day cycle menu and changes thereafter may be made with approval of District.

F. If food is prepared or served in a facility not located on District's premises, Sodexho shall maintain state and local health certification for the facility during the term of the Agreement.

G. District shall monitor the Food Service operations through periodic on-site visits to ensure that the program is being operated in accordance with all state and federal requirements.

H. District shall retain control of the quality, extent, general nature and prices charged in Food Service operations.

I. District shall retain signature authority on the agreement(s), free and reduced price policy statement and claims for reimbursement. District shall be responsible for determining eligibility for free and reduced price meals, and for verifying information on claims for reimbursement.

J. The Agreement may be terminated for default by either party pursuant to Section 9.11 hereafter.

9.4 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Food Service operations.

B. Comprehensive or Commercial Insurance. Sodexho shall maintain during the term of the Agreement, for protection of District and Sodexho, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexho under the Agreement and, upon request, shall provide District with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. District shall be named as an additional insured under Sodexho's policies of insurance to the extent District is indemnified pursuant to Section 9.5.

C. Property Insurance. District shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep District's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

9.5 Mutual Hold Harmless. Except as otherwise expressly provided in this Agreement and as allowable by Texas statutes, Sodexho and District shall defend, and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying

party, its agents or employees in the performance of its obligations under this Agreement. Notwithstanding the foregoing, with respect to property insurance, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

9.6 Trade Secrets and Proprietary Information. During the term of the Agreement, Sodexho may grant to District a nonexclusive right to access certain proprietary materials of Sodexho, including menus, recipes, signage, Food Service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed to Sodexho) and similar compilations regularly used in Sodexho's business operations ("Trade Secrets"). District shall not disclose any of Sodexho's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. District shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexho. All Trade Secrets (including CrossRoads Cuisines signage or any other signage, servicemark or trademark proprietary to Sodexho), and other confidential information shall remain the exclusive property of Sodexho and shall be returned to Sodexho immediately upon termination of the Agreement. District shall not use any confusingly similar names, marks, systems, insignia, symbols or procedures and methods. Without limiting the foregoing, District specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexho, District provided software excepted. Furthermore, District's access or use of such software shall not create any right, title, interest, or copyright in such software, and District shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, Sodexho shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

9.7 Assignment. The Agreement may not be assigned by either party without the written consent of the other party, except that Sodexho may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of Sodexho.

9.8 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and related expenses.

9.9 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and shall be either served personally or sent by United

States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District: LA VEGA INDEPENDENT SCHOOL DISTRICT

Attention: _____
_____
_____
_____

To Sodexho: Sodexho Services of Texas Limited Partnership
Attention: Peter McGrath
Senior Vice President
10300 SW Greenburg Drive, Suite 271
Portland, Oregon 97223

and: Sodexho Services of Texas Limited Partnership
Attention: Law Dept. 51/899.74
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

9.10 Catastrophe. Neither Sodexho nor District shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Food Service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

9.11 Termination for Cause. If either party breaches a material provision hereof or of any other agreement between the parties ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

9.12 Termination Without Cause. Either party may terminate the Agreement at any time upon sixty (60) days' prior written notice to the other of the intention to terminate the Agreement.

9.13 Miscellaneous. If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of the Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement may not be changed other than by an agreement in writing signed by the parties hereto.

9.14 Liability for Vendors. In the event District directs Sodexho to procure food or supplies (hereinafter collectively referred to within this section as "Products") for use in the performance of the Agreement, District will require each vendor or supplier of Products to obtain from a reputable insurance company, acceptable to District and Sodexho, liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars ($5,000,000.00) for each occurrence naming District and Sodexho as additional insureds and which insurance shall not exclude the negligence of District or Sodexho. A certificate evidencing such insurance shall be provided to District and Sodexho upon the request of either party. District shall also require each such vendor to sign an indemnity certificate (acceptable to District and Sodexho) in which such vendor shall agree to defend and hold harmless District and Sodexho from and against all claims, liability, losses and expenses, including reasonable costs, collection expenses, attorneys' fees, and court costs, which may arise as a result of procuring or using Products from such vendor, except when such liability arises as a result of the sole negligence of Sodexho and/or District. District will require each such vendor to provide to the Sodexho General

Manager detailed ingredient statements for each food item purchased. District shall not require Sodexho to use Products from non-Sodexho approved vendors until such insurance certificates, indemnity certificates, and/or ingredient statements have been provided.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as first set forth above or the first day of the Term, whichever is sooner.

LA CEGA INDEPENDENT SCHOOL DISTRICT

By: _____
Name (printed): _____
Title: _____

SODEXHO SERVICES OF TEXAS LIMITED PARTNERSHIP
By SODEXHO OPERATIONS, LLC, its General Partner

By: _____
Peter McGrath
Senior Vice President

ACTION / DISCUSSION ITEMS

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
N/A

Background Information:
The following items are included for board discussion and possible action.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Designation of Board Delegate and Alternate to the 2006 Texas Association of School Boards Delegate Assembly

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

Background Information:
The Delegate Assembly is TASB's general governing body. As an active member of TASB, LVISD Board Members are entitled to have a delegate and an alternate attend the Assembly and cast a vote on any action items coming before the Assembly.

The TASB bylaws permit only Board Members to serve as the District's delegate or alternate. Because of the complexity of various education issues, TASB recommends that the delegate and alternate be chosen from among the more experienced members of the Board who are well-informed on a wide range of issues affecting public education today.

This year's Delegate Assembly will be held in conjunction with the TASA/TASB Convention in Houston on October 6-8, 2006.

Fiscal Implication:
Travel expenses to attend the Delegate Assembly. Board travel is a budgeted item.

Administrative Recommendation:
Appointment of a delegate and alternate to the TASB Delegate Assembly.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Consider Approval of Contract with Connally ISD and Church of the Open Door for Day Care Services for the LVISD PEP Program

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☐ Provided Later ☒

Contact Person:
Dr. Sharon M. Shields

Background Information:
Will be provided at the board meeting.

Fiscal Implication:
Will be provided at the board meeting.

Administrative Recommendation:
Will be provided at the board meeting.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Discussion of Budgetary Matters Related to the FY 2005-06 and Future Budgets

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

Background Information:
Will be provided at the board meeting.

Fiscal Implication:
Will be provided at the board meeting.

Administrative Recommendation:
Will be provided at the board meeting.

Motion:

Second:

For:

Against:

Abstain:

Discussion and Possible Action Regarding Personnel Appointment, Personnel Contracts, Employment, Evaluation, Reassignment, Duties, Discipline, Dismissal, Complaint, or Charges

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

Background Information:
Will be provided at the board meeting.

Fiscal Implication:
Will be provided at the board meeting.

Administrative Recommendation:
Will be provided at the board meeting.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

CLOSED MEETING

A. Discussion Regarding Personnel Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Dismissal, Complaint, or Charges (If Needed)

B. Confer with Employees of the School District to Receive Information or to Ask Questions (If Needed)

C. Discussion Regarding Student Discipline (If Needed)

D. Consultation with District's Attorney (If Needed)

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

Background Information:
The Board may enter into a closed meeting after the following requirements have been met:

1. A quorum of the Board has first been convened in open meeting for which notice has been given.
2. The presiding officer has publicly announced in open meeting that a closed meeting will be held.
3. The presiding officer has identified the section or sections of the Open Meetings Act or other applicable statutes that authorize the holding of such closed meeting.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

A closed meeting was declared at _____.m. on _____, 2006 to

discuss: _____

_____

The closed meeting ended at _____.m. on _____, 2006.

ADJOURNMENT

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Date and Time: _____

La Vega School Board and Administration

Thank you so much for the beautiful plant. The passing of a loved one never comes easy, but it is through the prayers and help from good friends & colleagues like you.

Mary Anne Williams